

# INTRODUCTION

Harnett County is at an exciting and critical point in its growth and development. Growing from a population of just 68,000 in 1990, to a 2014 population estimate of 125,717 residents, the County has evolved from a rural, agricultural community to an increasingly diverse area that is influenced by both the Research Triangle and Fort Bragg regions of North Carolina.

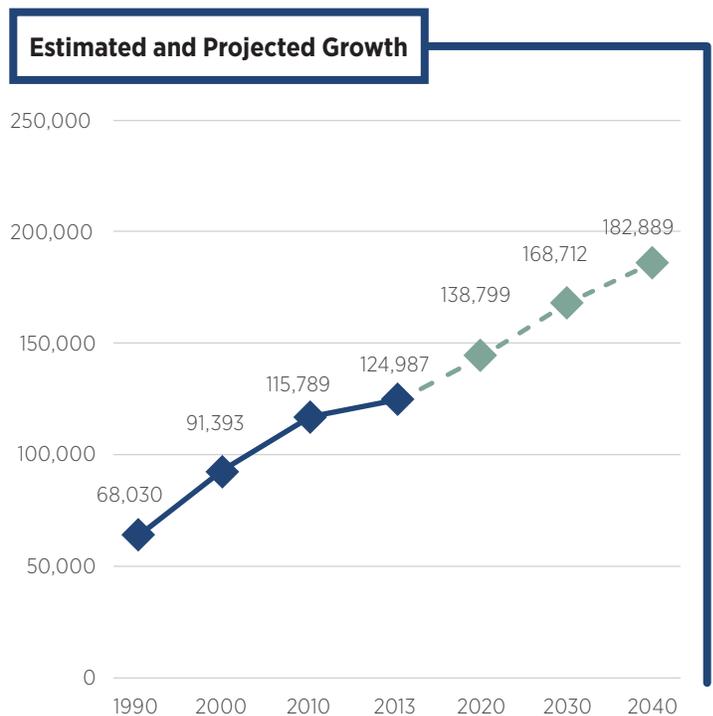
The most recent population figures indicate that Harnett’s growth will continue to outpace regional, state and national rates. Anticipated growth is expected to increase the County population by 46% by 2040. With so much future growth projected, several questions arise about the future of Harnett County.

Where will people live, work and shop? What steps can the County take to ensure quality development? How will growth impact the region’s resources? Can the existing systems of infrastructure support additional people, housing, jobs and cars?

County leaders recognize that these are all important issues that deserve careful thought. This plan will help the community answer some of these questions and keep Harnett County on a path to proactively manage growth in a way that results in a stronger, more prosperous community.

The projected population and need for additional jobs, shopping options and services will result in significant development, land use, and transportation impacts on the county. For these, as well as many other reasons, the County decided to proactively address the direction of growth through the comprehensive planning process.

FIGURE 1: ESTIMATED AND PROJECTED GROWTH



Source: NC Office of State Budget and Management Projections, US Census Bureau



170 Pine State Street, Lillington, NC 27546  
Phone (910) 893-2344  
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[www.harnettsmartstart.org](http://www.harnettsmartstart.org)

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August 27, 2018

Charter School Advisory Board  
301 N. Wilmington Street  
Raleigh, NC 27601

Re: Achievement Charter Academy

On behalf of the Harnett County Partnership for Children, I would like to extend a letter of support for Achievement Charter Academy in their endeavor to apply as an approved Charter School in North Carolina. I have found Leaja Horne, Board President, to be community oriented, educationally focused and family engaged. Over the past ten years, I have known Mrs. Horne to have provided high quality service in the areas of private education to families in our community. I believe an approved charter would allow Mrs. Horne to provide greater service to an unserved population of students. I met recently with Mrs. Horne regarding her application for a Charter School and she expressed interest in the possibility of providing high quality preschool for children in her area if funding was available. Pending the approval of the Charter funding, the additional possibility of expansion of preschool for NC Pre-K is certainly an exciting possibility for my community.

While my organization fully supports the local public-school system in our community, we also realize that with our community's growth, all children and families are deserving and should be able to find environments that are conducive to the needs of individual children and their learning styles. Harnett County is a vastly rural and populating community. At the current time, we are one of the fastest growing communities in North Carolina, and to put it simply, "One size does not fit all." I fully believe that the Achievement Charter Academy is the additional sizing option our community needs and is seeking.

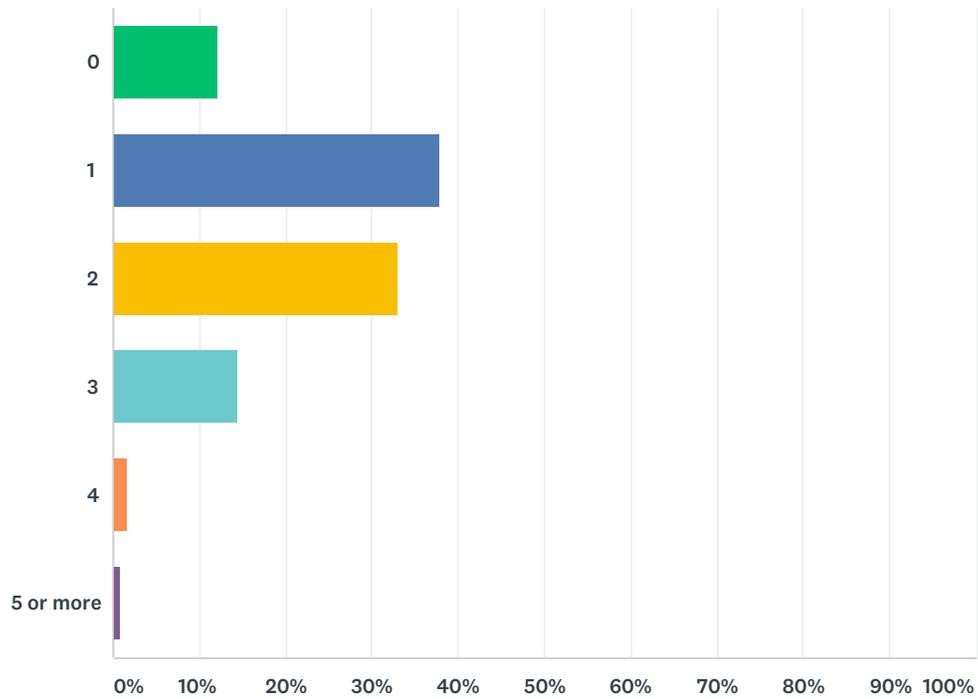
Thank you for your consideration and please feel free to contact me with any questions you may have regarding this letter of support.

Kindest Regards,

Tara J. Fish  
Executive Director

# Q1 How many school age children (K-12) will live in your household the school year 2020-2021?

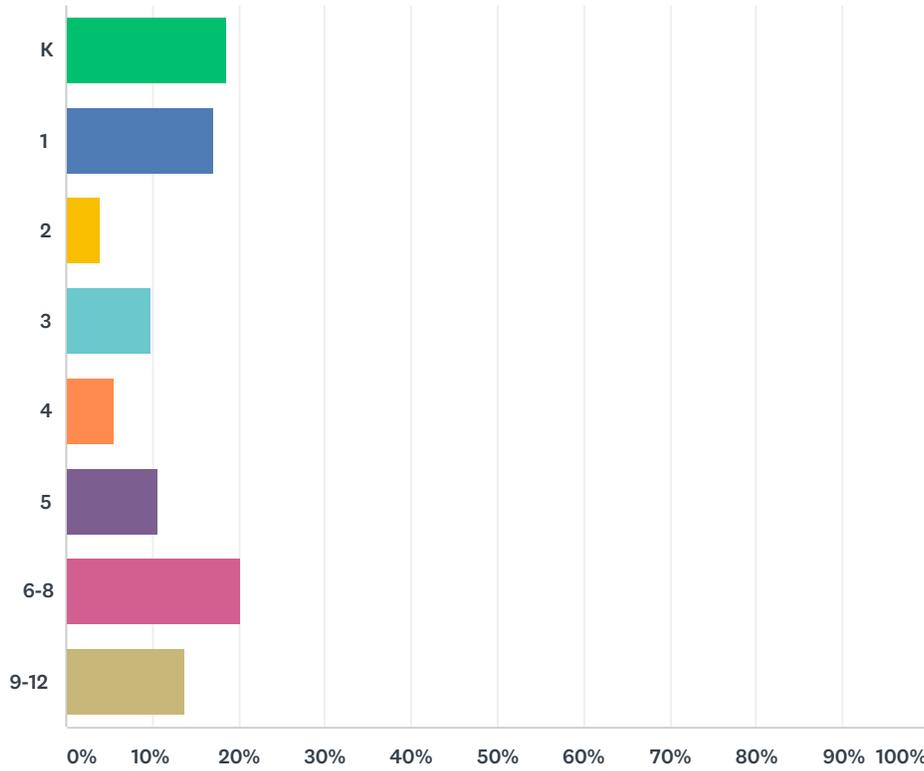
Answered: 124 Skipped: 1



ANSWER CHOICES	RESPONSES	
0	12.10%	15
1	37.90%	47
2	33.06%	41
3	14.52%	18
4	1.61%	2
5 or more	0.81%	1
Total Respondents: 124		

Q2 What grade is your child entering in the 2020-2021 school year? (you may select additional grades if you have more than 1 school age child in #8)

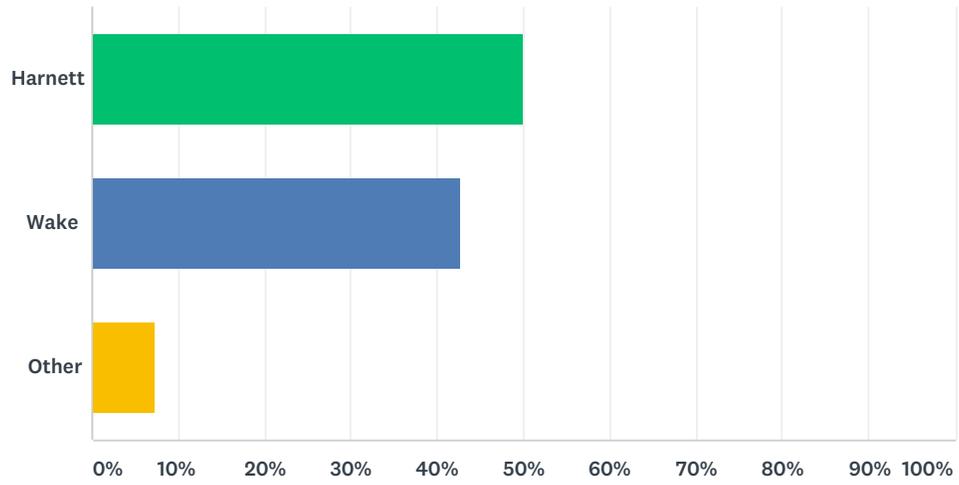
Answered: 123 Skipped: 2



ANSWER CHOICES	RESPONSES	
K	18.70%	23
1	17.07%	21
2	4.07%	5
3	9.76%	12
4	5.69%	7
5	10.57%	13
6-8	20.33%	25
9-12	13.82%	17
TOTAL		123

### Q3 What is your county of residence?

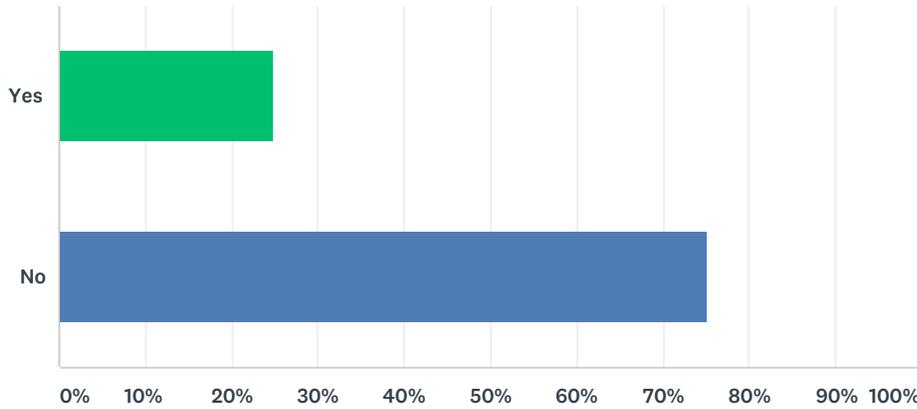
Answered: 124 Skipped: 1



ANSWER CHOICES	RESPONSES	
Harnett	50.00%	62
Wake	42.74%	53
Other	7.26%	9
Total Respondents: 124		

# Q4 Do you think there are enough school choices for parents in your area?

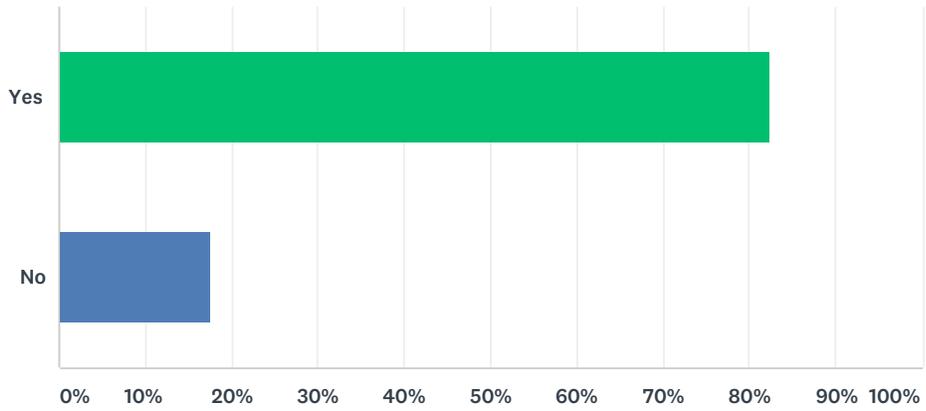
Answered: 125 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	24.80%	31
No	75.20%	94
Total Respondents: 125		

### Q5 Would you like to see more school choices for parents in your area?

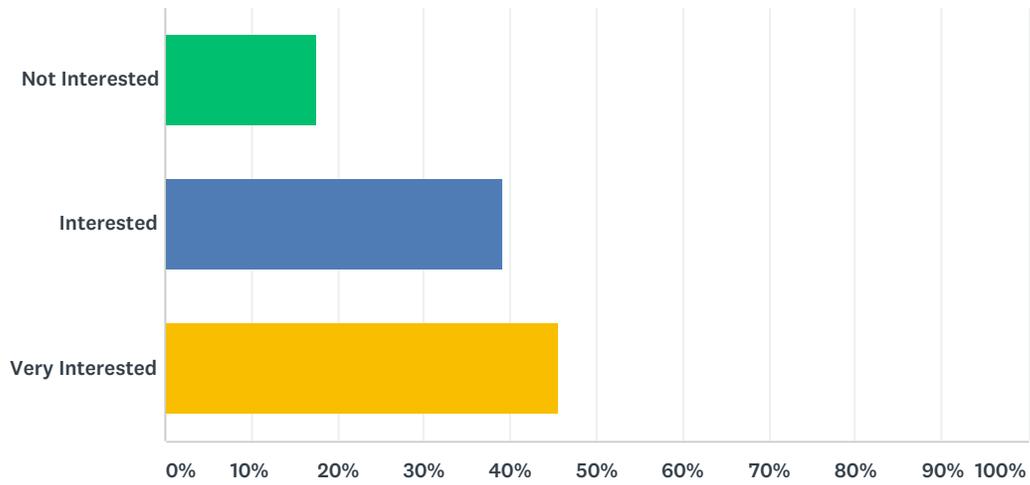
Answered: 125 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	82.40%	103
No	17.60%	22
Total Respondents: 125		

## Q6 What is your interest level in a public charter school option for your child(ren)?

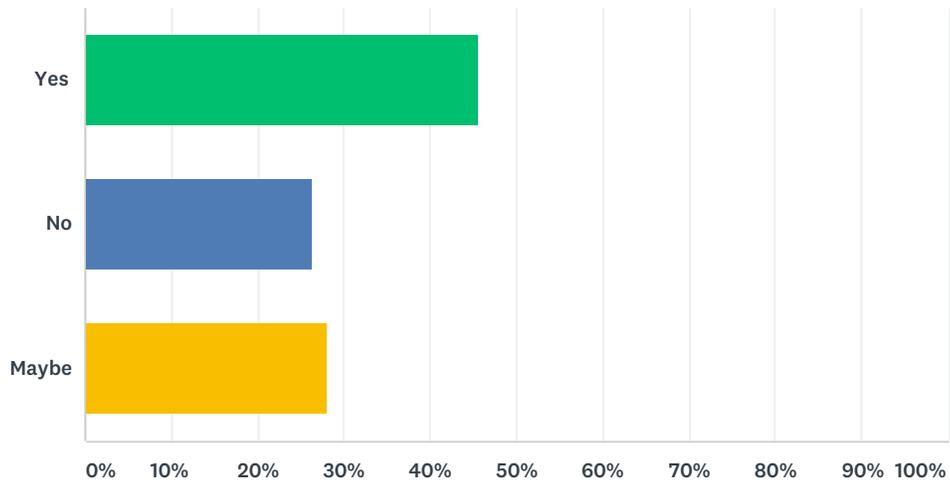
Answered: 125 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not Interested	17.60%	22
Interested	39.20%	49
Very Interested	45.60%	57
Total Respondents: 125		

### Q7 If a charter school was available in Northern Harnett county would you seek to enroll your child?

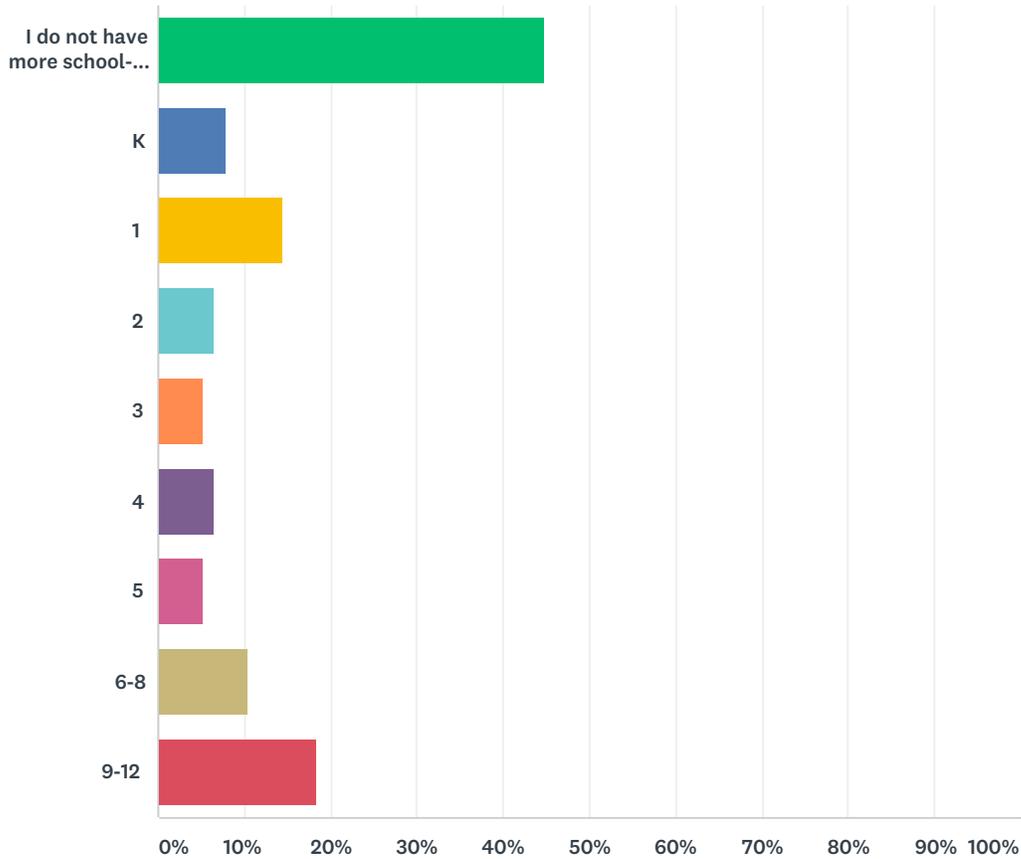
Answered: 125 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	45.60%	57
No	26.40%	33
Maybe	28.00%	35
TOTAL		125

Q8 If you have more than one school age child, check the grade(s) he/she/they will be entering 2020/2021 (question 2 will not allow multiple answers; please do not repeat child counted in #2).

Answered: 76 Skipped: 49



ANSWER CHOICES	RESPONSES	
I do not have more school-age children (in addition to the child counted in #2)	44.74%	34
K	7.89%	6
1	14.47%	11
2	6.58%	5
3	5.26%	4
4	6.58%	5
5	5.26%	4
6-8	10.53%	8
9-12	18.42%	14
Total Respondents: 76		

# Glasser Quality School Criteria and Rubric

William Glasser Institute-US  
WGI-US Quality School Committee



# Glasser Quality School Criteria

Criteria 1: A Glasser Quality School is a joyful place where a positive, supportive, learning and working environment is created and maintained.

Criteria 2: Total Learning Competency is expected of all students and students are instructionally supported until competency is achieved.

Criteria 3: All students do competent work as well as some quality work each year.

Criteria 4: All students, staff and members of the school community have participated in the study of Choice Theory and/or the Glasser Quality School Model.

Criteria 5: Students and educators do well on measurements of learning and school performance.



# Glasser Quality School Criteria

**Criteria 1: A Glasser Quality School is a joyful place where a positive, supportive learning & working environment is created & maintained.**

Level 4	Level 3	Level 2	Level 1
<i><b>Distinguished</b></i>	<i><b>Proficient</b></i>	<i><b>Emerging</b></i>	<i><b>Aspiring</b></i>
Most to all students and stakeholders report that the school is a consistently joyful place.	Most students and stakeholders report that the school is a consistently joyful place.	Some students and stakeholders report that the school is a consistently joyful place.	Few students and stakeholders report that the school is a consistently joyful place.
Most to all staff and students have clear, shared behavioral expectations that include the consistent use of the Helping/Connecting/Caring Habits.	Most staff and students have clear, shared, behavioral expectations that include the consistent use of the Helping/Connecting/ Caring Habits	Some staff and students have clear, shared, behavioral expectations that include the consistent use of the Helping/Connecting/ Caring Habits	Few staff and students have clear, shared, behavioral expectations that include the consistent use of the Helping/Connecting/ Caring Habits
Most to all staff consistently use the questioning process, when handling discipline incidents, with students supporting and contributing as appropriate.	Most staff consistently use the questioning process, when handling discipline incidents, with students supporting and contributing as appropriate.	Some staff consistently use the questioning process, when handling discipline incidents, with students supporting and contributing as appropriate.	Few staff consistently use the questioning process, when handling discipline incidents, with students supporting and contributing as appropriate.
Most to all school and community stakeholders report high levels of trust in their relationships.	Most school and community stakeholders report high levels of trust in their relationships.	Some school and community stakeholders report high levels of trust in their relationships.	Few school and community stakeholders report high levels of trust in their relationships.



# Glasser Quality School Criteria

**Criteria 2: Total Learning Competency is expected of all students and students are instructionally supported until competency is achieved.**

Level 4 <i>Distinguished</i>	Level 3 <i>Proficient</i>	Level 2 <i>Emerging</i>	Level 1 <i>Aspiring</i>
A wide and diverse variety of instructional strategies & classroom assessments are consistently implemented, maximizing learning for almost every student. When appropriate providing students choices in instructional strategies and/or assessments.	A variety of instructional strategies & classroom assessments are consistently implemented, maximizing learning for most students. When appropriate providing students choices in instructional strategies and/or assessments.	Some different types of instructional strategies & classroom assessments are implemented in classrooms, helping strengthen learning for some students.	A few different types of instructional strategies & classroom assessments are implemented in classrooms, helping strengthen learning for few students.
Multiple opportunities and methods are consistently provided, to enrich, reteach and re-test students.	Multiple opportunities and methods are frequently provided to enrich, reteach and re-test students.	Some opportunities and methods are provided to enrich, reteach and re-test students.	Few opportunities and methods are provided to enrich, reteach and re-test students.
Most to all students achieve what is defined as competent by the school's governing body (State, District and Classroom standards and rubrics).	Most students achieve what is defined as competent by the school's governing body (State, District and Classroom standards and rubrics).	Some students achieve what is defined as competent by the school's governing body (State, District and Classroom standards and rubrics).	Few students achieve what is defined as competent by the school's governing body (State, District and Classroom standards and rubrics).



# Glasser Quality School Criteria

## Criteria 3: All students do competent work as well as some quality work each year.

Level 4	Level 3	Level 2	Level 1
<i>Distinguished</i>	<i>Proficient</i>	<i>Emerging</i>	<i>Aspiring</i>
Most to all students consistently produce quality work as defined by clear standards and/or expectations.	Most students consistently produce competent work as defined by clear standards and/or expectations.	Some students consistently produce competent work as defined by clear standards and/or expectations.	Few students consistently produce competent work as defined by clear standards and/or expectations.
Most to all support systems are established and implemented to ensure staff and students can produce quality work.	Most support systems are established and implemented to ensure staff and students can produce quality work.	Some support systems are established and implemented, to ensure staff and students can produce quality work.	Few support systems are established and implemented, to ensure staff and students can produce quality work.
Creativity and critical thinking are valued by most to all staff and students as ways to move from competence to quality.	Creativity and critical thinking are valued by most staff and students as ways to move from competence to quality.	Creativity and critical thinking are valued by some staff and students as ways to move from competence to quality.	Creativity and critical thinking are valued by a few staff and students as ways to move from competence to quality.
Most to all students and staff encourage, support and challenge each other to do quality work.	Most students and staff encourage, support and challenge each other to do quality work.	Some students and staff encourage, support and challenge each other to do quality work.	Few students and staff encourage, support and challenge each other to do quality work.
Most to all students are expected to do at least one outstanding project per year.	Most students are expected to do at least one outstanding project per year.	Some students are expected to do at least one outstanding project per year.	Few students are expected to do at least one outstanding project per year.
Most to all educators invest in the school at a level that is beyond what is required.	Most educators invest in the school at a level that is beyond what is required.	Some educators invest in the school at a level that is beyond what is required.	Few educators invest in the school at a level that is beyond what is required.



# Glasser Quality School Criteria

**Criteria 4: All students, staff and members of the school community have participated in the study of Choice Theory and/or the Glasser Quality School Model.**

Level 4	Level 3	Level 2	Level 1
<i>Distinguished</i>	<i>Proficient</i>	<i>Emerging</i>	<i>Aspiring</i>
The Glasser Quality School Model has been implemented and most to all concepts are integrated throughout the school culture & curriculum	The Glasser Quality School Model has been implemented and most concepts are integrated throughout the school culture & curriculum	The Glasser Quality School Model has been implemented and some concepts are integrated throughout the school culture & curriculum	The Glasser Quality School Model has been implemented and a few concepts are integrated throughout the school culture & curriculum
A school-wide learning process has been implemented to teach Choice Theory and the Questioning Process to most to all of the school community.	A learning process has been implemented to teach Choice Theory and the Questioning Process to most of the school community.	A learning process has been implemented to teach Choice Theory and the Questioning Process to some of the school community.	A learning process is implemented to teach Choice Theory and the Questioning Process to a minimum of the school community.



# Glasser Quality School Criteria

## Criteria 5: Students (and educators) do well on measurements of learning and school performance.

Level 4	Level 3	Level 2	Level 1
<i>Distinguished</i>	<i>Proficient</i>	<i>Emerging</i>	<i>Aspiring</i>
Most to all teachers create & utilize department or grade level assessments aligned with standards to quantify student learning.	Most teachers create & utilize department or grade level assessments aligned with standards to quantify student learning.	Some teachers create & utilize department or grade level assessments aligned with learning standards to quantify student learning.	Few teachers create & utilize department or grade level assessments aligned with learning standards to quantify student learning.
Most to all teachers consistently use assessment data to determine student understanding and guide instruction.	Most teachers regularly use assessment data to determine student understanding and guide instruction.	Some teachers use assessment data to determine student understanding and guide instruction.	Few teachers use assessment data to determine student understanding and guide instruction.
Most to all students know their strengths and areas for improvement and/or their progress in each class/subject.	Most students know their strengths and areas for improvement and/or their progress in each class/subject.	Some students know their strengths and areas for improvement and/or their progress in each class/subject.	Few students know their strengths and areas for improvement and/or their progress in each class/subject.
Most to all students prepare for and do well on the required national, state and local tests and/or certifications, college readiness exams, etc.	Most students prepare for and do well on the required national, state and local tests, and/or certifications, college readiness exams, etc.	Some students prepare for and do well on the required, state and local tests, and/or certifications, college readiness exams, etc.	Few students prepare for and do well on the required national, state, local tests, and/or certifications, college readiness exams, etc.
Most to all educators earn evaluation ratings of “Effective” or “Highly Effective”.	Most educators earn teacher evaluation ratings of “Effective” or “Highly Effective”.	Some educators earn evaluation ratings of “Effective” or “Highly Effective”.	Few educators earn evaluation ratings of “Effective” or “Highly Effective”.



# Glasser Quality School Committee

We are providing our contact information for any additional questions or comments.

Bob Hoglund	<a href="mailto:bob@bobhoglund.com">bob@bobhoglund.com</a>	480-861-3116
Sue Tomaszewski	<a href="mailto:Tomaszewski.sue2@gmail.com">Tomaszewski.sue2@gmail.com</a>	716-472-3134
Peter Driscoll	<a href="mailto:drischollhp@gmail.com">drischollhp@gmail.com</a>	269-967-7082
Jim Mishler	<a href="mailto:jmishler@woodviewlearning.com">jmishler@woodviewlearning.com</a>	989-424-1133
Sharon Carder-Jackson	<a href="mailto:scarderjackson@gmail.com">scarderjackson@gmail.com</a>	816-231-3519

## Harnett County Schools Out-of-Capacity Table

1. Target Capacities supplied by HCS, March 2018.
2. Month-1 ADM supplied by NC-DPI
3. (4,3,2,1) forecast model, average annual gain: 0.83% gain

Capacities	Month-1	Month-1 Membership Forecast										
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
North Harnett Prim	442	431	432	435	438	434	437	437	438	439	437	442
Angier Elem	698	413	413	416	419	416	418	419	419	420	418	423
Lafayette Elem	465	657	659	673	691	703	720	725	740	749	743	764
Lillington-Shawtown Elem	670	673	676	692	713	726	745	758	774	783	777	799
Buies Creek Elem	233	288	288	292	295	298	300	298	296	295	292	299
Harnett Central Mid	950	1146	1198	1223	1245	1234	1237	1228	1240	1273	1292	1295
Harnett Central High	1550	1527	1495	1471	1492	1528	1589	1633	1639	1620	1637	1627
<b>Totals</b>	<b>5008</b>	<b>5135</b>	<b>5162</b>	<b>5203</b>	<b>5293</b>	<b>5339</b>	<b>5445</b>	<b>5498</b>	<b>5545</b>	<b>5578</b>	<b>5596</b>	<b>5647</b>
Coats Elem	670	674	674	680	658	645	622	622	621	621	618	626
Erwin Elem	372	274	275	278	280	283	285	285	285	285	284	288
Gentry Prim	233	285	285	288	291	293	295	295	295	296	294	299
Harnett Prim	688	559	559	554	557	559	560	559	558	558	556	561
Wayne Ave Elem	279	258	258	256	257	258	259	258	258	258	257	259
Coats-Erwin Mid	800	629	662	674	684	672	662	644	640	635	626	624
Dunn Mid	650	352	373	379	384	377	368	352	353	348	339	338
Triton High	1625	1324	1270	1221	1225	1247	1258	1282	1285	1275	1278	1272
<b>Totals</b>	<b>5317</b>	<b>4355</b>	<b>4356</b>	<b>4330</b>	<b>4337</b>	<b>4333</b>	<b>4309</b>	<b>4297</b>	<b>4295</b>	<b>4276</b>	<b>4251</b>	<b>4266</b>
Benhaven Elem	1000	500	840	847	854	859	864	866	868	869	866	876
Boone Trail Elem	856	982	642	647	651	655	657	687	702	717	710	742
Highland Elem	670	1102	1104	1104	1109	1123	1126	1127	1155	1156	1153	1161
Johnsonville Elem	465	558	560	566	573	577	582	583	584	586	580	589
Western Harnett Mid	950	732	789	812	830	810	798	775	780	794	830	837
Highland Mid	1025	897	942	960	975	958	947	926	930	942	973	979
Western Harnett High	1450	1456	1384	1320	1329	1365	1389	1429	1432	1420	1427	1420
<b>Totals</b>	<b>6416</b>	<b>6227</b>	<b>6261</b>	<b>6256</b>	<b>6322</b>	<b>6346</b>	<b>6364</b>	<b>6394</b>	<b>6452</b>	<b>6484</b>	<b>6539</b>	<b>6605</b>
Anderson Creek Prim	651	580	581	589	598	604	612	623	630	637	641	651
South Harnett Elem	558	508	509	516	524	529	536	546	552	559	561	570
Overhills Elem	856	934	938	932	964	977	1034	1064	1121	1144	1153	1153
Overhills Mid	800	741	793	835	873	829	838	867	882	937	1055	1070
Overhills High	1500	1801	1748	1724	1747	1831	1908	2022	2020	2024	2063	2065
<b>Totals</b>	<b>4365</b>	<b>4564</b>	<b>4571</b>	<b>4596</b>	<b>4706</b>	<b>4770</b>	<b>4928</b>	<b>5121</b>	<b>5205</b>	<b>5301</b>	<b>5472</b>	<b>5508</b>
STAR Academy		54	54	54	54	54	54	54	54	54	54	54
<b>SYSTEM TOTALS</b> (STAR Academy capacity excluded)	<b>21106</b>	<b>20335</b>	<b>20404</b>	<b>20439</b>	<b>20712</b>	<b>20842</b>	<b>21100</b>	<b>21364</b>	<b>21551</b>	<b>21692</b>	<b>21913</b>	<b>22080</b>

### Capacity Legend

< 95%	95% - 100%	100% - 105%	> 105%
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Operations Research and Education Laboratory  
Institute for Transportation Research and Education  
North Carolina State University

Location	Year Built	Sq. Ft of Building	Targeted Capacity	Targeted Capacity w/Mobile Classroom	Mobile Classrm 17-18	Mobile Classrm 18-19	ADM Month 3 17-18	Total Mobile Classrooms times 22 Students	Location
<b>Elementary K-5</b>									
Anderson Creek K-2	1996	90642	700	766	3	2	589	44	ACPS
Angier 3-5	1957/2010	99838	750	750	0	0	424	0	AES
Benhaven K-5 (3-5 prior to 0203)	2018	113718	1000	0	11	0	496	0	BES
Boone Trail K-5	2010	125970	920	1096	8	8	988	176	BTES
Buies Creek K-5	1948/2005	39484	250	470	10	10	292	220	BCES
Coats K-5	2002/2007	100193	720	852	6	6	683	132	CES
Erwin K-5	1926/1941/1948/1951/1957	74,147	400	400	0	0	283	0	EES
Gentry K-2	1957/1964/1998/2005	40,303	250	382	6	6	279	132	GPS
Harnett Primary K-3	1998	94,667	740	762	1	1	552	22	HPS
Highland K-5	2002/2009	99993	720	1,116	18	19	1,107	418	HES
Johnsonville K-5(K-2 prior to 02-03)	1955/2005/2009	74,194	500	698	9	9	561	198	JES
Lafayette K-5	1948/1957/1992/2005	74,152	500	676	8	8	658	176	LES
Lillington-Shawtown K-5	2003	104,238	720	852	6	7	638	154	LSES
North Harnett K-2	1956/1995	66,526	475	629	7	7	411	154	NHPS
Overhills Elementary K-5	2008	115,372	920	1,184	12	12	960	264	OES
South Harnett 3-5	1956/1974/1996	75,757	600	600	0	0	512	0	SHES
Wayne Avenue 4-5	1957/1998/2005	37,325	300	520	10	10	273	220	WAES
<b>Total</b>		<b>1,426,519</b>	<b>10,465</b>	<b>11,753</b>	<b>115</b>	<b>105</b>	<b>9,706</b>	<b>2,310</b>	<b>Total</b>
<b>Middle 6-8</b>									
Coats-Erwin Middle	1999	136,947	800	800	0	0	624	0	CEMS
Dunn Middle	1996	120,951	650	650	0	0	358	0	DMS
Harnett Central Middle	1992	143,390	950	1,302	16	15	1,140	330	HCMS
Highland Middle	2014	147,046	1,025	1,025	0	0	893	0	HMS
Overhills Middle	2000	136,947	800	822	1	1	731	22	OMS
Western Harnett Middle	1990	143,190	950	950	0	0	732	0	WHMS
<b>Total</b>		<b>828,471</b>	<b>5,175</b>	<b>5,549</b>	<b>17</b>	<b>16</b>	<b>4,478</b>	<b>352</b>	<b>Total</b>
<b>High Schools 9-12</b>									
Harnett Central High	1977/2010	217,297	1,550	1,726	8	7	1,525	154	HCHS
Overhills High (opened 2004)	2003/2009	245165	1,500	1,742	11	11	1,811	242	OHS
Triton High	1985/1986	255814	1,625	1,779	7	7	1,320	154	THS
Western Harnett High	1977/1999	207512	1,450	1,648	9	7	1,432	154	WHHS
<b>Total</b>		<b>925,788</b>	<b>6,125</b>	<b>6,895</b>	<b>35</b>	<b>32</b>	<b>6,088</b>	<b>704</b>	<b>Total</b>
<b>Alternative 6-12 (STAR Academy)</b>									
				130			94		STAR
<b>Harnett Early College (opened 2017)</b>									
							54		HCEC
<b>SYSTEM TOTAL</b>		<b>3,180,778</b>	<b>21,765</b>	<b>24,327</b>	<b>167</b>	<b>153</b>	<b>20,420</b>	<b>3,366</b>	<b>Total</b>



Leaja Horne  
Director of Education  
Achievement Academy

August 17, 2018

Ms Horne:

Harnett County continues to experience growth of residential subdivisions and community scale businesses throughout the northwest portion of the county.

The population of this area has grown by 56% since the year 2000 with the current population at an estimated 128,124 people. By 2020 the population is projected to increase to 138,000. It remains primarily rural in nature but is experiencing increased development. Currently, more than half of the County's population live in unincorporated areas. The proximity to the burgeoning towns of Holly Springs, Fuquay-Varina, and Angier, in addition to the natural population growth of Harnett, are primary factors prompting development pressure.

Coincidentally, Harnett County is beginning the process to create a Small Area Plan for the northwestern part of the County. The plan will focus on the unincorporated areas of Northwest Harnett County which includes western Angier, northern Lillington, and the communities of Duncan, Kipling and Chalybeate Springs. Geographically, this extends from NC 210 to the east, the Cape Fear River to the south, and the Wake County line to the north. The intent of this Small Area Plan is to provide a framework to guide development within this high growth area, while maintaining rural character, environmental quality, and enhancing livability of the area.

I hope this information is useful in your endeavors and please let us know if we can help in any other way.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Sikes".

Jay Sikes  
Manager of Planning Services

**Individual Achievement Plan**

Student's Name Johnny Smith Student's Grade 3

Teacher Ms. Nelson  1st 9 weeks  
 2nd 9 weeks  
 3rd 9 weeks  
 4th 9 weeks

List a goal in each area the student would like to achieve.

<p>Language Arts:          "I want to write about paleontology."  <hr/>         Strategies to achieve goal:          Student will collaborate with teacher to design a writing project about paleontology. The student will evaluate and improve project until quality work is reached. His mother adds that she will take him to the museum to look at the dinosaur exhibit, so he can add this information to his project. Project will be displayed in the library upon completion.</p>	<p><input type="checkbox"/> Achieved   <input type="checkbox"/> Continue</p>
<p>Math and/or Science:          "I want to learn how to make slime."  <hr/>         Strategies to achieve goal:          Student will look up different slime recipes and practice making slime. He will investigate which recipe work the best and why. His mother agrees to help him by purchasing the ingredients and supervising the project at home. Then, he will teach the class how to make slime and report his findings.</p>	<p><input type="checkbox"/> Achieved   <input type="checkbox"/> Continue</p>
<p>Personal:          "I want to hang out with my friends on the weekends."  <hr/>         Strategies to achieve goal:          Johnny will talk to friends at school and find out who would like to have a playdate. His mother agrees that if he would like to have activities on the weekend she is happy to take him, but he will have to do his chores first.</p>	<p><input type="checkbox"/> Achieved   <input type="checkbox"/> Continue</p>

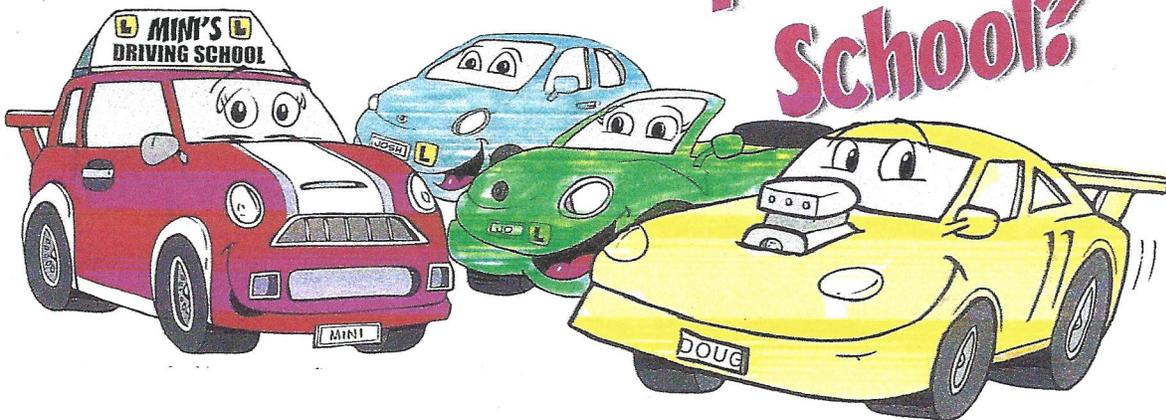
I agree to work toward achieving the above goals:  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

I have received a copy of this form and agree with the above goals. I understand that I may schedule a conference with the teacher if I have any questions or concerns.

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

What is...

# The Get Happier School?



'The Get Happier School' is a place where the whole school community is committed to the positive psychology of mental health, high performance and wellbeing, using the 'Get Happier Framework'.

In this school, students learn about themselves through fun, discovery and creative projects.

Students develop a growth mindset and learn the skills to live a happier, healthier and more successful life.

Parents, students, teachers and support staff all learn the 'Get Happier Framework'.

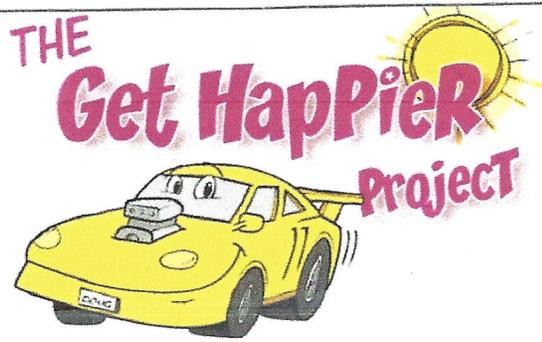
Students complete an aged based sequential program in which they:

- Develop Emotional Awareness and Intelligence skills in their First Years/Grade 1,
- Deepen and personalise the skills to get happier in Grade 2/3,
- Prepare for the challenges of becoming a young adult in Grade 4/5, and
- Graduate to leadership and teamwork Projects in Grade 6.

Parents are team members and partners on the journey towards getting happier. They are supported with an integrated parenting and families program.

Teachers are given the resources, training and practical skills to establish and maintain harmonious and effective learning environments. Teacher wellbeing is a priority.

The whole school community has the opportunity to access, learn and apply the framework. The school culture is one of constant improvement where students create their own Get Happier projects to inspire and promote wellbeing in their school.



## Recommended Sequence

### The Get Happier School Program

(to be adapted as required for your school)

<p>Grade Prep &amp; Grade 1</p> <p>(5-6 yrs)</p>	<ol style="list-style-type: none"> <li>1. Program Picture Books: Read the Get Happier picture book series.</li> <li>2. Games and Activities: Participate in games and activities that support their understanding and naming of feelings. Become familiar with the Dragster characters in the program.</li> <li>3. Teacher's Resource: Get Happier Project First Year/Grade 1 Teacher Guide. Teachers are supported in developing skills to create Get Happier Classrooms.</li> <li>4. Total Time: 30 mins per week entire school year.</li> </ol>
<p>Grade 2</p> <p>(7-8 yrs)</p>	<ol style="list-style-type: none"> <li>1. Program Text Book: The Amazing Adventure of Doug Dragster. Book 1: Doug Dragster finds his wheels (including audio book)</li> <li>2. Student Resource: My Get Happier Travel Journal Book 1 (30 mins per week)</li> <li>3. Teacher's Resource: My Get Happier Travel Journal Teacher's Guide</li> <li>4. Total Time: 30 mins a week for 16-24 weeks.</li> </ol>
<p>Grade 3</p> <p>(8-9 yrs)</p>	<ol style="list-style-type: none"> <li>1. Program Text Book: The Amazing Adventures of Doug Dragster. Book 2: Doug Dragster and the Magic Questions Book 3: Doug Dragster and the Magic Map (including audio book)</li> <li>2. Student Resource: My Get Happier Travel Journal Book 2 &amp; 3 (30 mins per week)</li> <li>3. Teacher's Resource: My Get Happier Travel Journal Teacher's Guide</li> <li>4. Total Time: 30 mins per week over the entire school year.</li> </ol>
<p>Grade 4</p> <p>(9-10 yrs)</p>	<ol style="list-style-type: none"> <li>1. Program Text Book: The Amazing Adventures of Doug Dragster as a reference book.</li> <li>2. Student Resource: Part 1 of Doug Dragster's Magic Book (Chapters 1-11)</li> <li>3. Teacher's Resource: Teacher's Guide to Doug Dragster's Magic Book + All program support material including admin, letters to parents, activity props, lesson plans, posters and evaluation forms.</li> <li>4. Total Time: 30 mins per week over the entire school year. Complete two half hour sessions for each chapter.</li> </ol>
<p>Grade 5</p> <p>(10-11 yrs)</p>	<ol style="list-style-type: none"> <li>1. Program Text Book: The Amazing Adventures of Doug Dragster as a reference tool.</li> <li>2. Student Resource: Part 2 of Doug Dragster's Magic Book (Chapters 12-22)</li> <li>3. Teacher's Resource: Teacher's Guide to Doug Dragster's Magic Book + All program support material including admin, letters to parents, activity props, lesson plans, posters and evaluation forms.</li> <li>4. Total Time: 30 mins per week over the entire school year. Complete two half hour sessions for each chapter.</li> </ol>

# The Get Happier School

## Founder and Author

Ivan Honey, Psychologist, Educator, Senior Faculty WGI, 2 time Amazon Best Selling Author.

## Research, Endorsements and Contributors

Ms Rebekah Honey, Co-author, Creative coach, Editor, Instructor, WGI.

Dr William Glasser, Los Angeles, California, Founder of Choice Theory and Reality Therapy, and the William Glasser Institute (WGI)

Carleen Glasser, Educator, Instructor WGI, Los Angeles, California.

Dr John Demartini, Human Behaviour Specialist.

Evelyn Field OAM, Psychologist, Author and Founder of Bully Blocking, Australia.

Mr James Merlino MP, Minister for Education, Victoria.

Ms Jacinta Allen MP, Minister for Transport, Victoria.

Ms Nancy Herrick, Educator and Instructor WGI, North Carolina, USA.

Dr Jean Seville Suffield, Instructor WGI, Montreal, Canada.

Ms Sylvia Habel, Instructor WGI, Educator, Adelaide, South Australia.

Ms Joan Hoogstad, Instructor WGI.

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Dr Bradley Smith, Instructor WGI, Loyola Marymount University, Los Angeles.

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Ms Stacey Honey, Educator, Geelong, Victoria.

Ms Linda Fothergill, Psychologist, Bendigo.

Dr Clare Ong, Psychologist, Singapore.

Ms Jacintha Lai, Counsellor, Singapore.

Ms Gomathi Kurapiah, Restorative Practices, Singapore.

Dr Jeong Suk Kim, Kyung Hee University, South Korea.

Dr Anasuya Jegathesan, HELP University, Kuala Lumpur, Malaysia.

Mr Vern Hardie, Educator and Founder, The Connected Circus, Bendigo.

Ms Mercedes Taaffe-Cooper, Psychologist, Founder, Counterpunch, Adelaide, South Australia.

Ms Low Siew Hong, SEED Institute, Singapore.

## Key Schools

Moama Anglican Grammar School NSW Australia, (Ms Libby Barnes, Mr Callum Gibbs)

Nundah State School, Brisbane, (Ms Debra Cox Principal)

Everton Park State School, Brisbane, (Ms Aminta Miller, Principal)

Heatley State School, Townsville, (Ms Louise Wilkinson Principal)

Loyola Village School, Los Angeles, (Dr Krishna Smith Principal)

Bendigo Netschool and Bendigo Flexible Learning Options School, (Mr Anton Van Maanen)

And thanks to the many schools and counsellors around the world who are using the resources of *The Get Happier Project*™

***And special thanks to the thousands of wonderful adults and children I have trained and worked with over many years. They showed me how these ideas could transform their lives.***

GRADE	SCIENCE TOPICS BY QUARTER
<b>K</b>	I. Five Senses II. Investigating Properties III. Weather IV. Animal Attributes
<b>1</b>	I. Comparing and Measuring II. Balance and Motion III. Earth Materials IV. Living Things
<b>2</b>	I. Properties of Solids and Liquids II. Characteristics of Sound III. Air and Weather IV. Life Cycles
<b>3</b>	I. Investigating the Human Body II. Earth III. Change IV. Plant Development and Soil
<b>4</b>	I. Magnetism and Electricity II. Earth Materials III. Landforms IV. Animal Adaptations
<b>5</b>	I. Motion II. Systems of the Human Body III. Weather Systems IV. Ecosystems

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Jul 2021						
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### Important dates

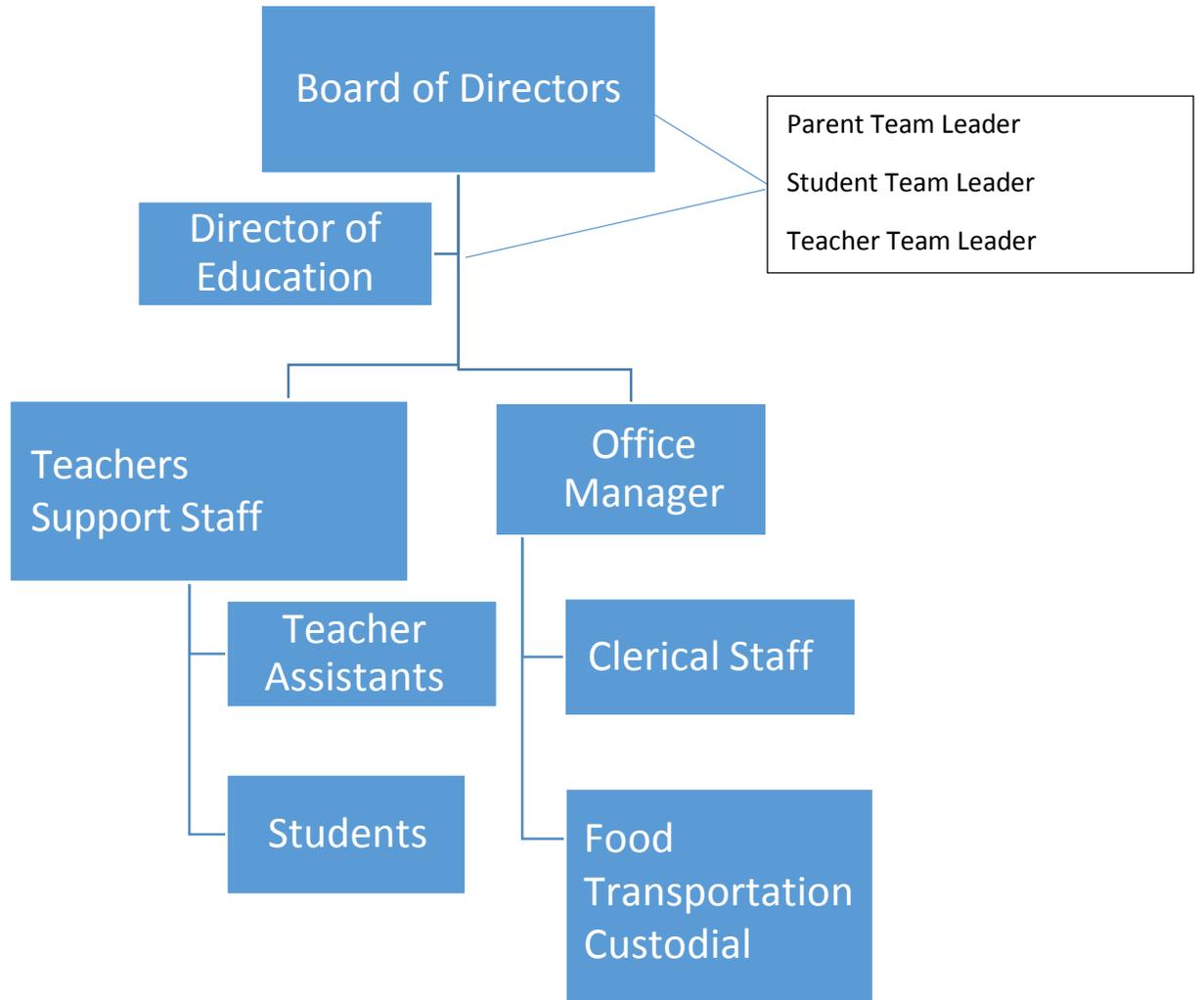
To shade (or clear) cells in the month tables, select the cells to shade and then, on the Table Tools Design tab, choose Cell Shading. To view this calendar with all formatting and layout, on the View tab, choose Reading View.

Teacher Work Days

Holidays/breaks

End of 9 weeks/last day of school

# Achievement Charter Academy Organizational Chart



## Appendix F:

### **Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

#### **Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full name: Leaja Hartman Horne

Home Address: 2601 Tryon Pines Dr.

Business Name and Address: LearningTime Inc.

Telephone No.: 919-753-6975

E-mail address: Leaja-learningtime@earthlink.net

3. Brief educational and employment history.

I received a MA degree in Psychology from North Carolina Central University in 2011 and am licensed in the state of NC as a Licensed Psychological Associate since 2012. I studied Psychology and English at East Carolina University, where I received a BA in 2004. I am currently pursuing a EdD in Educational Leadership degree from Liberty University. I have many years of experience using Choice Theory and applying the concepts in a school setting. I was certified in Choice Theory and Reality Therapy in 2017. I have worked for LearningTime Inc. since 2004 and have been a leader and manager at both the child care center and the private school. Duties range from managing staff, financial planning and distributing of funds, billing and collection, overseeing day to day operations, staff hiring and firing, and developing programs and supervising program quality.

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:

Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

I served on the board with Brenda Harnack in 2012 when we applied for charter. Brenda reached out to me about applying again this year. The goal still remains to create a learning environment that uses the Quality School Model to promote internal motivation to achieve academic excellence. This school will be an

invaluable asset to the families in our community. I look forward to being a part of creating this opportunity for student's to develop a lifelong love of learning.

6. What is your understanding of the appropriate role of a public charter school board member?  
To be a part of making decisions that are in the best interest of the school and the families and community it serves.
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
As mentioned previously, I served on the board that applied for charter in 2012.
8. Describe the specific knowledge and experience that you would bring to the board.  
I can offer the board a view of the Quality School Model that is based on experience working with teachers, students, and parents over my career.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
To use the Quality School Model to promote an environment where teachers, students, and parents work together to help students achieve academic success.
2. What is your understanding of the school's proposed educational program?  
I understand the charter will be using the Glasser Quality School model for its educational program which emphasizes meeting student's individual needs, parent/teacher/student collaboration, and focusing on encouraging the students to do quality work.
3. What do you believe to be the characteristics of a successful school?  
A successful school is one in which students are engaged in the educational process and are working toward meeting or exceeding their academic goals, teachers are excited to be involved in each students success, parent involvement is evident, and students are academically prepared for the future.
4. How will you know that the school is succeeding (or not) in its mission?  
Members of the board will visit the school to observe learning environment and the board will receive reports from the head of the school regarding progress on IAPs. Parents, teacher, and student representatives will be required to attend a board meeting every nine weeks to provide feedback.

### **Governance**

1. Describe the role that the board will play in the school's operation.  
The board will ensure that the school's operational and educational programs are effective and the school is upholding its mission. The board will make policy decisions and ensure that the school is financially solvent
2. How will you know if the school is successful at the end of the first year of operation?  
The school will have met budgetary requirements, progress will be made toward meeting board goals, the school will have had a successful audit, and student enrollment will be up for the next school year.
3. How will you know at the end of five years of the schools is successful?

By comparing enrollment at the end of five years to original projections, by being financially sound and having cash reserves, by student and parent surveys of satisfaction, and by increase evident in academic performance.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
By ensuring the best possible communication between the school and the board, by being an effective board in matters of governance, by ensuring that the board's original goals are being met, by being supportive of school personnel, by providing the school with whatever is needed to uphold its mission.
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
I will meet with the person to discuss the allegations and get clarification of what happened. If warranted I would then discuss it with the board chair or bring it before the board at the next board meeting.

\*Please include the following with your Information Form

- a one page resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

### Certification

I, Leaja Horne, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter School is true and correct in every respect.

Signature



Date

9-6-2017

**Appendix F:**

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full name: Barbara Kinton Marchioni

Home Address: 1519 S Main Street Fuquay-Varina, NC 27526

Business Name and Address:

Telephone No.: (919)-244-3459

E-mail address: bkmarchioni1519@gmail.com

3. Brief educational and employment history.

B.A. Campbell University 1973 in Sociology; North Carolina Real Estate license in 2002; employed as supervisor of the social work and activity program for two nursing homes in North Carolina, lead registrar for Superior School in Wake County, NC

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:  Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

I wish to serve on the board of this proposal charter school to promote education in a safe and engaging environment.

6. What is your understanding of the appropriate role of a public charter school board member?

Role is to oversee and be responsible for all aspects of the school legal, financial, staff and students.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Presently serving on Apex Peak Charter School Board, a new school that opened on August 28, 2017 with 595 students.

8. Describe the specific knowledge and experience that you would bring to the board.  
Currently serving on Apex Peak Charter Board, responsible for building, opening, approving staff and school regulations. School is very successful!

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?  
To provide a school for students to develop skills to excel in a positive learning environment where parents, teachers, and students collaborate for the student's best interest.
2. What is your understanding of the school's proposed educational program?  
Providing a learning environment where students feel safe and respected and can achieve success following the tenets of the Glasser Quality School.
3. What do you believe to be the characteristics of a successful school?  
The engagement of the teachers and parents to promote the students highest education in a safe and comfortable environment.
4. How will you know that the school is succeeding (or not) in its mission?  
Board should meet monthly with all reports to the board from financial, staff, and legal so that the board will be informed and can act on anything needed to promote the success of the school.

### Governance

1. Describe the role that the board will play in the school's operation.  
Oversee all aspects as to financial, staffing, legal, and to promote the success of the school.
2. How will you know if the school is successful at the end of the first year of operation?  
Board should know of school's success prior to the end of the first year by information obtained in regular board meetings throughout the school year.
3. How will you know at the end of five years of the schools is successful?  
Compare data from all years prior to the fifth year as to growth, financial status, and educational outcomes.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
monthly meetings, reviewing all reports including test scores, and modifying anything as needed.
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
Contact Board Chair person and bring before the Board.

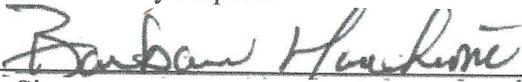
\*Please include the following with your Information Form

- a ***one page*** resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

**Certification**

I, Barbara Marchioni, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter School is true and correct in every respect.



Signature

September 12, 2017

Date

Appendix F:

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full name: Raymond E. Strain

Home Address: 59 Troy Drive Fuquay Varina, NC 27526

Business Name and Address: LearningTime Achievement Center

Telephone No.: 919-753-5992

E-mail address: rstrain64@gmail.com

3. Brief educational and employment history.

Sanderson High School, US Army 82nd Airborne. Currently employed at QVS Software.

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:  Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

Being the past parent of 3 children who attended LearningTime, I was asked to serve on the board. In past years, I chaired a Board of Directors for New Hope Presbyterian Church for almost 5 years. I feel my experience will contribute to Achievement Charter Academy's success.

6. What is your understanding of the appropriate role of a public charter school board member?

Help assure the academic programs are successful, participate in all meetings, be proactive in my role on the Board, and take ownership of assigned tasks.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I served as the Chairmen of the Board at A Place To Grow Childcare center a Non Profit, Church Supported Childcare Center from Jan 2009-May 2013 in Willow Springs, NC. My Responsibilities as Chairmen:

1. Setting policies and procedures for the organization
  2. Support and supervising the Executive Director
  3. Conduct performance appraisals for Executive Director
  4. Monitoring the organization's operations
  5. Serve as a public figure for A Place to Grow.
8. Describe the specific knowledge and experience that you would bring to the board.  
I am a strong and influential administrator known for delivering results in challenging environments with a "mission first, people always" approach. Recognized as an effective communicator and dependable team player with a history of solving complex issues using critical thinking.

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?  
I believe that when Parents, teachers and Students work in a Collaborative way it creates a positive learning environment for all students to success.
2. What is your understanding of the school's proposed educational program?  
The school will follow the Quality School Model. It will focus on a warm and friendly environment.
3. What do you believe to be the characteristics of a successful school?  
When everyone from the Board, administrators, teachers, students and parents work together. The Students are excited to achieve and do their best work. Students and teachers are not only meeting but exceeding the academic goals exceeding the standards. Communication and collaboration.
4. How will you know that the school is succeeding (or not) in its mission?  
By monitoring the student achievement, financial health, student retention

### Governance

1. Describe the role that the board will play in the school's operation.  
Help assure the academic programs are successful and the school's operational programs comply with all terms of its charter.  
The school is compliant in all statutory and regulatory requirements.  
The school is financially solvent and Competent, professional staff are hired to carry out the operational plan.
2. How will you know if the school is successful at the end of the first year of operation?  
Enrollment for next year, the EOG scores, Financially solvent.  
Progress met towards goals set by Board. Successful audit.
3. How will you know at the end of five years of the school's success?  
By looking at enrollment numbers compared to projections. financial health and cash reserves. Survey's conducted. How well Board of Directors goals were met.



**Appendix F:**

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter School

2. Full name: Bobbie Jo Taylor

Home Address: 207 Maple Drive Erwin, NC 28339

Business Name and Address:

Telephone No.: 910 502 0060

E-mail address: bcole2473@hotmail.com

3. Brief educational and employment history.

I have a Masters Degree in Elementary Education. In Connecticut, I worked in a small Catholic school until I moved to North Carolina. I worked one year for Harnett County Schools and then worked for eight years for Cape Fear Christian Academy. I currently teach 7<sup>th</sup> and 8<sup>th</sup> grade English and Composition at Wayne Country Day School.

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No: X                      Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

I was approached by the director, Mrs. Harnack, to be on the board because I have been a teacher since 2005. I believe that parents should have more of a choice with the type of school available for their child. Charter schools provide students exposure to different

6. What is your understanding of the appropriate role of a public charter school board member?

My understanding is that board members work to ensure that the school is performing well and the school leadership is complying with the mandates of the charter and following the mission statement.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I currently serve as the elected secretary for the North Carolina Commission of Social Studies, an advocacy group serving social studies teachers in North Carolina. I also volunteer as a court appointed Guardian Ad Litem for Harnett County. I have been a volunteer sponsor for students in National Beta Club and I am working to start, and sponsor, a Builder's Club in my current school. I am no stranger to volunteering my time for the benefit of children and teachers. I have seen first hand how students can thrive in an environment that focuses on student learning and engaging teaching practices that individualize education for each student. I utilize some of these practices myself in my classroom. My twelve years of teaching combined with my experience as a volunteer for children give me solid foundation as a capable and effective board member for this charter school.

8. Describe the specific knowledge and experience that you would bring to the board.

This is my thirteenth year as an educator in the classroom. In that time, I have been trained in the Sheltered Instruction Observation Protocol, an instructional model used to meet the educational needs for English Language Learners. I have been initially trained in the educational philosophy of William Glasser's Choice Theory and employed this methodology with students in my classroom.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?

The school will work to develop an environment where each students' individual education needs will be met through the use of individual achievement plans created in collaboration between educators, parents and the students. These plans will be used to personalize each students learning path for their goals for academic and personal success.

2. What is your understanding of the school's proposed educational program?

The school will utilize the Glasser Quality School Model as their education program.

3. What do you believe to be the characteristics of a successful school?

A successful school has teachers that create lessons and classrooms that are student centered. The result of this will be a learning environment where students are showing progress toward academic success as evidenced in their grades on annual report cards and the data from standardized tests for the school. There is a low percentage of student absences, which shows that the parents value the education their children are receiving at school. The students are invested in their academic success by reviewing and reflecting on their goals through an IAP and adjusting their goals as needed on a regular basis.

4. How will you know that the school is succeeding (or not) in its mission?

There will be evidence of success in the mission through the assessment data collected, as well as having an annual evaluation of the Director of Education. The use of the Quality Progress Rubric will be used to track progress towards implementation of the GQS model. Lastly, parents and students will send evaluation reports to the board.

### **Governance**

1. Describe the role that the board will play in the school's operation.

The board oversees the budget, curriculum, and operational procedures for the school. It will meet regularly to ensure that all of these align to meet the objectives set forth in the school's mission.

2. How will you know if the school is successful at the end of the first year of operation?  
The school will be successful if it has met its budget and enrollment is increasing from the previous year's enrollment numbers. There will also be very low teacher turnover.
3. How will you know at the end of five years of the schools is successful?  
The school will show consistent growth of enrollment with a waiting list for potential new students. Standardized test scores will increase progressively and there is a pool of qualified teachers whose resumes are on file who want to work at the school.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
There will be an open line of communication between the board and the Director of Education to ensure that the budget is being met. There will be evaluations submitted by the teaching staff, parents and students to the board evaluating the quality of the curriculum in meeting the educational needs of the students enrolled. The board will meet regularly to monitor the progress of the Charter school.
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
There would be a discussion presenting any evidence or pertinent information with other board members to decide the best course of action with regards to those members who may be acting unethically. This would ensure that a fair and equitable decision would be rendered.

\*Please include the following with your Information Form

- a one page resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

**Certification**

I, Bobbie Jo Taylor, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter School is true and correct in every respect.

Bobbie Jo Taylor  
Signature

9/25/18  
Date

**Appendix F:**

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full name: Gina Lynn Newell

Home Address: 756 Kerr Lake Drive, Fuquay Varina, NC 27526

Business Name and Address:

Telephone No.: 919-454-9572

E-mail address: gnewellltaa@gmail.com

3. Brief educational and employment history.

I have a BA in Art History, an MS in Education and have held many positions over the years. I have been a teacher for 13 years, I worked in Human Resources for a non-profit. I also worked in marketing for a real estate office.

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:  Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

As a teacher at Learning Time Achievement Academy, I felt it was important to have a role in the decision making process. We currently use the Quality School model as a guide.

6. What is your understanding of the appropriate role of a public charter school board member? I believe this role is best described as a Jack of all trades. Board members wear many hats and in my experience rise to the occasion and are eager to serve as needed.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. I was on the board of The McGaw Foundation and grass roots charity assisting children with HIV and AIDS. I helped spearhead the Thanks for Giving campaign to create self-care bags for God's Love We Deliver in Manhattan. I also helped source items for our silent auction.
8. Describe the specific knowledge and experience that you would bring to the board. Having been a board member and working for a non-profit previously, I understand the need for collaboration with people from diverse backgrounds with a common goal. I have also learned how to be a good steward of limited funds.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs? The ACA follows the Glasser Quality school model that allows students to have a voice in their educational journey thereby increasing student engagement and learning.
2. What is your understanding of the school's proposed educational program? Per the proposal, ACA will follow the GSQ choice theory model whose cornerstones are building positive relationships and implementing a rigorous curriculum based on NC standards.
3. What do you believe to be the characteristics of a successful school? There are many characteristics needed in order for a school to be successful. At the foundation is a strong staff with teachers that are passionate about what they do, thereby creating an inviting environment for students to succeed. The school must have a clear mission, vision and values and is embodied by the administration, staff and students alike.
4. How will you know that the school is succeeding (or not) in its mission? There are many ways this could potentially be measured, but a key concern would be staff and student turn over. Theoretically, if the school is meeting the mission, than autonomy would lead to engagement in turn creating a positive and stimulating environment for everyone involved.

### **Governance**

1. Describe the role that the board will play in the school's operation. The board will be tasked with making financial decisions and keeping the school on track in meeting the goals the ACA has laid out.
2. How will you know if the school is successful at the end of the first year of operation? I believe the most important indicator of this will be the students themselves, if they are motivated and involved in their educational journey, than theoretically they should meet their IAP goals.
3. How will you know at the end of five years of the schools is successful? In this instance, I would say growth of the school (including students and staff) would be a great indicator of success. Parents want an enriching education for their children, students have a desire to be involved and teachers desire students that are motivated for success. If over this period of time, the number of students increases, than I believe we will have succeeded.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

First and foremost, the board needs to be involved in laying a strong foundation for the school and should be looking for high quality administrators and teachers. Beyond that, the board should be furnished with periodic updates and data illustrating ACA's progress towards meeting previously determined goals. This could also include reviewing student IAP's.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

First, a conversation must be had with the President in which these issues are brought to light. The President should meet with the member and allow them the opportunity to provide their point of view. However, if it determined that the member(s) is in fact acting unethically than they should be dismissed.

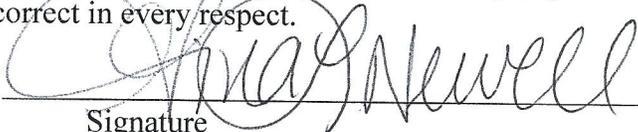
\*Please include the following with your Information Form

- a one page resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

### Certification

I, Gina Newell, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter Academy is true and correct in every respect.



Signature



Date

Appendix F:

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development,

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full Name: Cynthia Patton Pierce

Home Address: 558 Loop Rd. Bunnlevel, NC 28323

Business Name and Address: Harnett County Health Dept., 307 W. Cornelius Harnett Blvd. Lillington, NC 27546

Telephone No.: 919-612-0362, 910-984-4935

E-mail address: : [cpierce@harnett.org](mailto:cpierce@harnett.org)

3. Brief educational and employment history.

BS, MS North Carolina State University; REHS credential, State of North Carolina Board of Sanitarian Examiners Research / Teaching Assistant, NCSU; Agricultural Research Technician, NCSU; Registered Environmental Health Specialist, Harnett County, NC

4. Have you previously served on a board of a school district, another charter school, a non-public school or any non-for-profit corporation?

No:  Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

-Brenda Harnack, President and CEO of LearningTime Inc. and principal applicant for the proposed charter requested I serve on the board.

-I wish to serve on the board of the proposed charter school due to a sense of duty to the community. I believe all individuals shall seek to return guidance and support wherein they are capable and qualified.

6. What is your understanding of the appropriate role of a public charter school board member?

The responsibility of a public charter school board member is to facilitate all aspects of the charter's program including quality, fiscal responsibility and obligations as laid out in the terms of the charter.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e. g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Despite having not served in a board member capacity, I have had the experience of being a member of several organizations where the membership served to guide the direction of the organization. Committee membership (currently Harnett County Employee Wellness Committee) also has provided me the experience of cooperating with other members to steward programming as well as funding.

8. Describe the specific knowledge and experience that you would bring to the board.

Familiarity with the Quality Schools model, governmental systems, financial budgeting, as well as strategies of management of both people and planning are some items I could provide to the board.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?

My understanding of the Achievement Charter Academy's mission and guiding beliefs include the desire to create an inclusive, nurturing, engaging, joyful learning environment in which all students can succeed. Success of the student is a cooperative and collaborative effort between the student, the parent(s) and the instructors.

2. What is your understanding of the school's proposed educational program?

My understanding of the Achievement Charter Academy's education program includes the use of a faceted approach to provide a warm and friendly environment while encouraging quality work utilizing self-evaluation. Ability groups provide flexibility for varied learning levels while interventions create the opportunity for students to learn to make wise behavioral choices on a personal level.

3. What do you believe to be the characteristics of a successful school?

A successful school creates a fire for learning and a gregarious spirit. The entire school family to include student, parent and staff are committed to one another's success and operate as a cooperative unit. Students exit as well-rounded productive members of society equipped with life skills and empathy of one's fellow man. Beyond the achievement of the student, the school is fiscally responsible, in good repair and able to retain quality employees.

4. How will you know that the school is succeeding (or not) in its mission?

A school succeeding in its mission will experience growth in both students and staff desiring a position. Students who complete their education at a successful school will continue to succeed once they step into the next phase of their lives and reflect positively on their alma mater.

### **Governance**

1. Describe the role that the board will play in the school's operation.

The board will serve to guide, assist, supervise and implement all facets of the school's operation including mission adherence, legal compliance, financial responsibility, as well as future planning and evaluation.

2. How will you know if the school is successful at the end of the first year of operation?

The school is successful at the end of one year if the mission and goals as set forth have been met. Students are energetic, successful (per quantitative measures of growth) and desirous to return for future instruction. Parents are engaged and desirous of their child's continued association with the school. The school is operating within budget, has good staff retention and solid plans for future management.

3. How will you know at the end of five years of the school is successful?

The school is successful at the end of five years if the goals for year one are still met with the addition of increased community involvement and increased positive name recognition. Continued growth plans are needed.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

The board will establish regular means of observation and evaluation of the overall operation of the

school. The board will establish regular and effective means of communication to stay well informed of the current condition of operation. Items requiring board attention will be addressed rapidly and with professionalism.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

Established by-laws and terms shall be adhered to. Unethical situations shall be addressed within the board and then referred to the appropriate legal jurisdiction in the event it is necessary.

\* Please include the following with your Information Form

- a one page resume
- a national criminal background check

\* If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

**Certification**

I, Cynthia Pierce, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter Academy Charter School is true and correct in every respect.

Cynthia Pierce

Signature

9/25/18

Date

Appendix F:

**Charter School Board Member Information Form**

*ote: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: **Achievement Charter Academy**
2. Full name: **Nancy Diane Herrick, M.Ed.**

Home Address: 1416 Beaverton Trail, Winston-Salem, NC 27103

Business Name and Address: Reality Counseling and Training Center, Winston-Salem, NC 27103

Telephone No.: 336 407-8311

E-mail address: ndherrick@msn.com

3. Brief educational and employment history:

*B.A. Sociology, University of Florida, 1967*

*Master of Education in Counseling, Campbell University, NC 1984*

*Teacher, counselor, special education K-12, & Industry Ed. Coordinator, NC Public Schools, 28 yrs.*

*Director, trainer, Supervisor & Program Developer for Reality Counseling and Training Center, NC, 30 years*

*Senior Faculty Instructor: William Glasser Institute, Program design and mentoring, online courses, Faculty*

*Program Consultant and Instructor, Intensive Training Instructor, Practicum Supervisor, 25 years.*

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:  Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

*Invited by school administrator. I would like to support the staff development and systemic changes continue that were initially started a few years ago. I believe this school will excel, develop an exemplary environment and receive state recognition for excellence.*

6. What is your understanding of the appropriate role of a public charter school board member?  
*I will function as Vice chairman. I will serve, support, and provide information when requested and assist in the evaluation of the school's success.*
  
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
*Served 6 years on the William Glasser Institute Advisory Board (non-profit)*  
*Serving 5 years on the Wm Glasser International Legal Board of Directors (non-profit)*  
*Serving on the Board of Directors of the St. Joseph's Academy, Kalawa Kenya. (Non-profit)*
  
8. Describe the specific knowledge and experience that you would bring to the board.  
*Considerable knowledge and experience in school development and change. As a consultant to public and private schools around the world, I have facilitated program development, staff development, system change and improvement for many schools. Trained in Deming and Covey management, Golemans' Emotional Intelligences, Glasser's Choice Theory and Quality School Management, Benadro's Deep Brain Learning, Alfie Kohn's system change, Cozolino's Neuroscience of Relationships, and others (i.e, Multiple Intelligences, Mindfulness, Mindsets, and Resilience) In my Ph.D School Administration and Leadership program I worked directly with many of these authors and perfected my knowledge and understanding of the school system change and development needed to be a successful school in the 21<sup>st</sup> century.*

### School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?  
*As a colleague of the Director, we share strong beliefs that all children have the potential to excel in academics and to become leaders in the 21<sup>st</sup> century. We agree on creating a school climate design that will enhance the learning of the entire school community, staff, students and parents.*
  
2. What is your understanding of the school's proposed educational program?  
*I have been one of the consultants that the school has looked to for support in the development of their creative educational program. I am excited to be a part of their journey towards creating the highest quality academics and environment for learning.*
  
3. What do you believe to be the characteristics of a successful school?  
*A successful school in the 21<sup>st</sup> century must focus on each individual student's strengths while creating interest, excitement, and joy in the daily learning process. Relationships in a school will make or break the quality of the learning. Without awareness and understanding of self-regulation, self-evaluation, and effective problem-solving skills, students may lose the synergistic effect of cooperation, leadership, and collaboration. Quality learning is based on knowing how to enhance relationships and communicate acceptance and understanding. Servant leadership and community service blend into successful teaching and learning.*  
*Since technology is increasingly part of our students' lives, the skills to be effective decision makers about the use and value of online resources. Safe, conscientious practices with strong guidance can enhance the applicability of resources from outside the classroom. Leaders of tomorrow will need to be discerning and selective of their usage of technology to balance their interaction between virtual and real- world communities.*

4. How will you know that the school is succeeding (or not) in its mission?

*The staff, students and parents will all share accolades about the changes in the relationships and learning environment. Students will be excited and happy to participate each day. Parents will complain that they cannot keep their children from going to school even when they are sick, because their children do not want to miss the day's activities. If it is not succeeding, the complaints will be about the lack of useful learning and discontented children.*

## Governance

1. Describe the role that the board will play in the school's operation.

I will serve in the role of Vice Chairman, providing support and innovative ideas.

2. How will you know if the school is successful at the end of the first year of operation?

The community will be requesting more availability for students due to the information about the enjoyable learning environment.

3. How will you know at the end of five years of the schools is successful?

Standardized state exams will show considerable improvement in the scores of these students. The enrollment will be ballooning to capacity and teachers will be applying to become staff.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

It would be helpful if the charter school board were to share the innovations and system developments with the community. Support through funding, recommendations to visit an exemplary program, and media acknowledgement of the school's success would be appreciated.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

The member would be asked to self-evaluate the value of their contributions to the board, what they intend to achieve and how they will demonstrate that goal. If their contributions could serve to be detrimental to the school's success, the member would be asked to adhere to ethical behaviors or to resign from the board.

\*Please include the following with your Information Form

- a one page resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

**Certification**

I, Nancy D Herrick, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for chievement Academy Charter School is true and correct in every respect.

Signature

Nancy D. Herrick

September 6, 2017  
Date

**Appendix F:**

**Charter School Board Member Information Form**

*Note: To be completed individually by each proposed founding charter school board member. All forms must be signed by hand.*

Serving on a public charter school board is a position of public trust and as a board member of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, the State Board of Education requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

**Background**

1. Name of charter school on whose Board of Directors you intend to serve: Achievement Charter Academy

2. Full name: Jason K Smith

Home Address: 1017 Harvest Point Dr. Fuquay-Varina, NC 27526

Business Name and Address: First Bank 1035 N Main St. Fuquay-Varina, NC 27526

Telephone No.: 919-625-5349

E-mail address: jksmith@localfirstbank.com

3. Brief educational and employment history.

High School, Certifications, MNLS License, 10+ Years in Banking

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:       Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

I was currently the banker for the Private Academic Preschool and Private Achievement Academy. Brenda Harnack asked would I be interested in sitting on the board of a potential Charter School. After much thought and careful consideration I agreed. I believe with the fast growth Northern Harnett County and Southern Wake County we need to provide educational options; as our larger public schools continue to fill up with larger class sizes.

6. What is your understanding of the appropriate role of a public charter school board member?

To work hard at a partnership with the school director. To insure that the mission and vision of the school is on track at all times. To focus on student achievement by hiring the correct school leader. Connecting with the community in which we serve.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have sat on Church Boards to plan, budget and create growth actionable plans. I have also sat on the Happiness Council at BB&T. This council was designed to create and promote wellbeing at work. Create a better work life balance to achieve the best atmosphere for our associates. I have also managed large portfolios for the bank. Maintaining growth plans and creating actionable financial strategies to reach each years goals.

8. Describe the specific knowledge and experience that you would bring to the board.

The specific knowledge I have comes from 10+ years in management of employees and also the knowledge I have from the financial industry.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?

Our Mission is to use the Glasser Quality School model as a guide to foster achievement by teaching students to be self-directed learners and community contributors in a respectful, diverse, and inclusive learning environment.

2. What is your understanding of the school's proposed educational program?

ACAs instructional program is based on GQS model, in which the environment of autonomy, purpose and mastery leads students to become actively engaged and internally motivated to seek relevance and joy in learning. GQS models creates productivity, creativity and motivates. Also helps encourage and support students to choose interesting, challenging and absorbing learning goals. This model is based on Choice Theory psychology. Which creates positive, strength-based psychology.

3. What do you believe to be the characteristics of a successful school?

Our mission! We are creating an environment in which students can make gains academically, social, and emotionally to become good citizens and successful contributors in our community.

4. How will you know that the school is succeeding (or not) in its mission?

The Quality School Progress Rubric will be used to measure ACAs progress towards declaration as a Glasser Quality School. Progress towards this goal encompasses the mission and all of ACAs goals. The DOE will be evaluated annually to monitor his/her effectiveness to implement and steward ACAs vision. Parent and student representative will report to the Board. Quality School Progress Rubric will be used to evaluate the quality of relationships between staff, students, and administration, the progress towards Total Learning Competency, closing the achievement gap, and to evaluate the opinion that stakeholders view the school as a joyful place.

### **Governance**

1. Describe the role that the board will play in the school's operation.

To support, oversee and guide the leadership of the school. The board assumes responsibility of the schools mission as well as its fiscal and legal compliance. We must understand the schools educational plan to ensure we are meeting our objectives. The board will plan, budget, market and evaluate operation performances. We will provide support, insight to the School Director and teachers. Also to include working with the community to provide the mission and help collaborate to bring the mission to full circle.

2. How will you know if the school is successful at the end of the first year of operation?  
If we are financially stable, we are growing and end-of-year scores is at or above grade levels. The environment provides a place where each student WANTS to return. Our outreach in the community and the response from the community.

Not only do we reach our target enrollment but that each enrollment are excited about the school year bring happiness, growth, wellness and over all a positive atmosphere for learning.

3. How will you know at the end of five years of the schools is successful?  
Create a financial budget with oversight committee and that the school remains financially stable. The school stays within that budget. We continue to evaluate that budget plan for each school year to expect growth and plan for growth.

We continue to see enrollment numbers grow all the while increasing grade levels each year. Another strong indicator of strong growth is the Increasing of teaching staff. We continue to get feedback within the community in which we serve. To have the community believe in our mission statement!

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
First to ensure the mission statement is followed and consistently used as a measuring tool for all that we do. Create a financial budget and insure funding, Demographics of school, Understand student cap and growth plans in place, to hire a school Director, to insure we have the correct teaching staff and Accountability for student achievement.

The board will need to create guidelines and monitoring tool (committees) to ensure the three pillars are met in accordance to our mission statement, these are to include Finance, Governance and Safety. We need to ensure that our staff, Director are operating and meeting each pillar and mission statement.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
First I would bring it to the attention of another board member and have a board review to determine the correct course of action. Then we/I would determine if the board member was acting in the best interest of the school and its mission. If determined there is an unethical issue they would be removed from the board immediately. Then we "The board" would work quickly to mend the relationship with in the community to make sure there has been no long term impact to the overall integrity of our school and our mission.

\*Please include the following with your Information Form

- a *one page* resume
- a national criminal background check

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity.

**Certification**

I, Jason K Smith, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Achievement Charter Academy Charter School is true and correct in every respect.



Signature

September 25, 2018

Date

**Leaja Hartman Horne, LPA, M. A.**  
2601 Tryon Pines, Raleigh, NC 27603  
Phone: 919-753-6975 E-mail: [leajah@gmail.com](mailto:leajah@gmail.com)

## **EDUCATION/PROFESSIONAL**

N.C. Psychology License, LPA (2012 – present)  
EdD. Educational Leadership (2017-present, projected completion 2021) Liberty University, Lynchburg, VA  
Choice Theory/Reality Therapy Certification (2017) William Glasser Institute-US  
MA Psychology (2011) North Carolina Central University, Durham, NC  
BA Psychology/English (2004) East Carolina University, Greenville, NC  
AA (2002) Wake Technical Community College, Raleigh, NC

## **EXPERIENCE**

Director of Education (August, 2016 – present), LearningTime Academy (Fuquay-Varina, NC)  
Confer with parents and staff to discuss educational activities, policies, and student behavioral or learning problems. Observe teaching methods and examine learning materials to evaluate and standardize curricula and teaching techniques, and to determine areas where improvement is needed. Collaborate with teachers to develop and maintain curriculum standards, develop mission statements, and set performance goals and objectives. Recruit, hire, train, and evaluate primary and supplemental staff.

Director of Psychology (August, 2009 – present), LearningTime Academy (Fuquay-Varina, NC)  
Select, administer, and score psychological tests. Compile and interpret students' test results, along with information from teachers and parents, to diagnose conditions, and to help assess eligibility for special services.

Licensed Psychological Associate (December, 2014 – present), Horne Behavioral Health, LLC (Raleigh, NC)  
Psycho-educational assessment, diagnosis of disorders, report writing, and development of 504 plans for students entering college.

Assistant Director (August, 2009 – August, 2016), LearningTime Achievement Center (Fuquay-Varina, NC)  
Assist the site director in the operation and direction of the early childhood education program, and act as site director in the director's absence.

Psychology Student Intern (June, 2010 - April, 2011), B&D Behavioral Health Services (Durham, NC)  
Administration of Diagnostic Assessments, facilitator of group/individual therapy, scoring/interpreting assessment results, and other duties aimed to meet the diverse needs of clients.

Administrative Assistant (June, 2007 – August, 2009), LearningTime Achievement Center  
Provide developmental care and supervision to children, create/implement age appropriate curriculum, and establish and maintain supportive relationships with children and parents.

Assistant Teacher (June, 1998 – August 2002), LearningTime Achievement Center  
Work with staff to plan/conduct activities, and responsible for small group of children (work under general supervision).

## **PUBLICATION & RELATED WORK**

Eaton, S., Hartman, L., Taylor-Holloway, V., Porter, K., Solomon, K., & Wells, V. (2011). *School suspension and expulsion: How to African-American children fare?* In H. Green & D.O. Parker (Eds.), *Challenges Facing African American Families in the 21<sup>st</sup> Century* (pp. 105-114) Dubuque, IA: Kendall Hunt.

Horne, L. H. (2011) *The Association between Time Spent in Child Care and Attention Problems, Hyperactivity, and Aggression in Pre-school Children Ages 2-5* (Unpublished master's thesis). North Carolina Central University, Durham.

Founded program: NCCU & Center for Social Demography and Ethnography, part of the Social Science Research Institute at Duke University; Program in which NCCU students participate in an ethnography research project entitled "Welfare, children & families: A 3-city study and the family life project" (2010).

Eaton, S., Livingston, J., Hartman, L., Taylor-Holloway, V., Porter, K., Wells, V. (2009, August). *The Relationship Between Self-Esteem and Literacy for Minority Students*. Poster presented at the annual meeting of the American Psychological Association Convention, Toronto, ON, Canada.

# **Barbara Kinton Marchioni**

1519 S Main Street Fuquay-Varina, NC 27526  
(919)-244-3459 Bkmarchioni1519@gmail.com

## **EDUCATION/EXPERIENCE**

- 1973: BA Campbell University; Major: Sociology Minor: Social Work
- 1973-1989: Initiated and in charge of The Social Work and Activity Program for two nursing homes with a total of 190 residents; Served on the North Carolina Committee that initiated the Do Not Resuscitate Policy, known as the DNR
- 1995-2001: Owned and operated a retail store consisting of live plants and outdoor furniture and decorations
- 2002-Present: acquired a North Carolina Real Estate License Fuquay-Varina, NC
- 2015-Present: Sales Broker for Art Sanders Realty Fuquay-Varina, NC
- 2014-2015: Sales Broker for Phillips Properties Group Fuquay-Varina, NC
- 2002-2014: Sale Broker for Fonville Morisey Realty Cary, NC
- 2001-2016: Lead Registrar for Superior School for Wake County and Wilmington, NC

## **COMMUNITY**

- 2016-Present: Appointed and served on the Fuquay-Varina Planning Board serving at the pleasure of the Fuquay-Varina Board of Commissioners.
- 2015-Present: Member of The Board of Directors for The Peak Charter Academy
- 2014-Present: Member of the Fuquay-Varina Chamber of Commerce
- 2011-Present: Member of the Fuquay-Varina Exchange Club. Funded a scholarship in memory of my father for the Fuquay-Varina Exchange Club.
- 2011-Present: Active at St Bernadette Catholic Church, initiated a meet and greet program including introducing young children and parents to older adults.
- 1990-2000: Treasure at New Hope Presbyterian Church, Elder and chaired The Communion Committee
- 1981-1985: Served on The Board of Directors at Wake Chapel School and the President of the PTA
- 1972-1973: Director of Youth Programs at New Hope Presbyterian Church.

## **PERSONAL INFORMATION**

Date of Birth: October 14, 1950

Place of Birth: Wake County

Married: August 23, 1973

Children: Four adult children and twin grandsons

# Raymond E. Strain

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59 Troy Drive Fuquay-Varina, NC 27526 | 919-753-5992 | rstrain64@gmail.com

## Education and Experience

- 2000-Present: System Analyst/Programmer QVS Software Inc.
- 1991-2000: Surveyor United States Geological Survey Water Data
  - Monitored extensive stream/river gaging stations along with calibrating within tolerance of on-site tests throughout Missouri; worked on EPA National Rivers and Streams Assessment (NRSA) project, 2013; Involved in several Global Navigation Satellite System (GNSS) surveys for datum preservation; worked with the Army Corps of Engineers and the National Weather Service during several flood events to provide accurate discharges, better peak predictions and early warning alerts.
- 1988-1991: Surveyor Dewberry and Davis
  - Plan and organize survey team to determine precise location and measurement of points, elevations, lines, areas, and contours for construction, land division and titles; keep accurate notes, records, and sketches to describe and certify work performed
- 1982-1988: United States Army 82<sup>nd</sup> Airborne, Artillery
  - Effective decision maker in high pressure environments; coordinated operations with armor; air support units; directed supporting fire to suppress enemy fire and allow troops to maneuver the area; maintained rifles, machine guns, mortars, and hand grenades; maintained complete accountability during re-deployment of all sensitive items and communication equipment; coordinated training schedules and filed crucial administrative paper work; managed receipt, storage, an issue of ammunition processes; determined elevation and grid azimuths with maps and map overlays; constructed field expedient firing aids for infantry weapons.
- 1984-1985: Leadership training United States Army
- 1982: High School Diploma Sanderson High School

## Board Experience

- 2009-2013 Board Chair, A Place to Grow Childcare center; Set policies and procedures for the organizations, support and supervise the Executive Director, conducted performance appraisals for Executive Director, monitor the organizations operations, and serve as a public figure for A Place to Grow.

## Other Pertinent Information

- I am a strong and influential administrator known for delivering results in challenging environments with a "mission first, people always" approach. Recognized as an effective communicator and dependable team player with a history of solving complex issues using critical thinking.
- I have lived in Harnett County for over 20 years and married and have 3 successful adult children

# BOBBIE JO TAYLOR

207 Maple Drive, Erwin, NC 28339

Home: 910 502 0060 - Cell: 203 722 2727 - bcole2473@hotmail.com

## Skills

- Tailoring curriculum plans
- Audio-visual aid implementation
- Technological instruction
- Classroom discipline
- Critical thinking
- Effective time management
- Computer proficient
- Student-centered learning
- Group learning mechanics
- Varied lesson plans

## Work History

- 8/2018 to Current**    **Seventh and Eighth Grade Teacher**  
**Wayne Country Day School – Goldsboro, NC**
- 8/2017 to 6/2018**    **Upper School Teacher**  
**Learning Time Achievement Academy – Fuquay – Varina, NC**
- 9/2009 to 6/2017**    **Middle School History/English Teacher**  
**Cape Fear Christian Academy – Erwin, NC**
- 7/2008 – 6/2009**    **Third Grade Teacher**  
**Harnett County Schools – Lillington, NC**
- 01/2006 – 6/2008**    **Third Grade Teacher**  
**Our Lady Star of the Sea School – Stamford, CT**

## Volunteer/Other Experience

- 4/2018 to Current**    **Secretary – North Carolina Commission for Social Studies**
- 11/2013 to Current**    **Volunteer – Harnett County Guardian Ad Litem Program**

## Education

- 2005**            **Master's Degree Education - University of Bridgeport**
- 2003**            **Bachelor's Degree - University of Bridgeport**

# Gina Lynn Newell

756 Kerr Lake Drive, Fuquay-Varina, NC 27526 919.762.0485 email: scorpette@hotmail.com

## EDUCATION

University of New England  
Biddeford, Maine  
Master of Science in Education

State University of New York at Purchase  
Purchase, New York  
Bachelor of Arts, Art History

**CERTIFICATIONS:** North Carolina Education

## PROFESSIONAL PREPARATION:

**Teacher, K-11 Learning Time Achievement Academy, Fuquay Varina, NC August 2011-Present**

- Plan and develop all literacy lessons for grades K-11 including modifications for IEP students
- Provide tutoring for students 6-11 in all subject areas
- Plan and develop science and social studies lessons for K-5
- Plan special events for K-5 that are tied to the curriculum including the Fairy Tale Ball
- Participate in staff meetings and Choice Theory training
- Work with the Student Council to develop community service projects including a food drive for the Ronald McDonald House
- Collaborate with colleagues to plan a cross curricular Olympics and end of year celebrations

**Chief Marketing Officer/Team Concierge Norris Team Realty, Raleigh, NC March 2016-August 2017**

- Created all print collateral for listings including booklets, brochures and business cards
- Maintained social media sites and the team website and enter new listings into TMLS
- Collaborated with vendors to have photos, measurements and home warranties completed
- Created customized online searches for clients
- Maintained the database for clients and added them to Drip Campaigns
- Assisted agents with lead follow up as well as prospective call in clients

**Volunteer Coordinator/HR Assistant Marbles Kids Museum, Raleigh, NC July 2013- February 2016**

- Managed, trained and evaluated over 800 volunteers and interns
- Developed a successful branded marketing plan designed to grow the volunteer program
- Assisted interns of both high school and college age develop their internship plans
- Managed online sign up tools and volunteer tracking systems
- Assisted with the development of a separate teen focused summer camp volunteer experience
- Conducted monthly open houses
- Assisted in vetting prospective interns and employees through a rigorous interview process
- Assisted with new employee onboarding including completing I 9's and background checks
- Assisted with HRIS data entry and year end filings and reports
- Part of a team that planned the logistics of employee appreciation events, quarterly meetings and public special events
- Attended volunteer and intern fairs at local colleges and corporations to bring in volunteers and interns
- Conducted surveys from staff, interns and volunteers to improve the volunteer program

**Kindergarten and First Grade Teacher Oak Grove Elementary School, Raleigh, NC July 2006-July 2013**

- Member of Mission, Vision and Values School Improvement Plan Team, the Leadership Team, the Positive Behavior in Schools Team and Student Support Team (Response to Intervention)
- Modified and extended assignments to align with student learning
- Implemented the use of a Smart Board to enhance student learning
- Collaborated with colleagues to develop a cross curricular unit incorporating science and technology
- Developed and implemented a dog-buddy reading program for first grade
- Assisted colleagues in developing behavioral modification techniques and behavior improvement plans
- Developed a differentiated unit on time with the first grade team that included pre and post assessment data to help direct instruction
- Administered all Wake County first grade and kindergarten assessments
- Organized assistance from a community helper to assist an ESL student
- Worked closely with colleagues who provide services for my students
- Participated in the SST (RTI) process to develop action plans and track data

# Cynthia P. Pierce, REHS

558 Loop Rd. Bunnlevel, NC 28323  
cpierce@harnett.org 919-612-0362, 910-984-4935

## Work Experience

2008-present: Group Fitness Instructor, Cape Fear Fitness

2005-present: Registered Sanitarian, Registered Environmental Health Specialist,  
Harnett County Health Department

1997-2005: Agricultural Research Technician, North Carolina State University,  
Department of Horticultural Science, Sweetpotato Breeding and Genetics

1995-1997: Research / Teaching Assistant, North Carolina State University,  
Department of Horticultural Science

## Education/Credentials

2008: American Fitness Professionals Association, Group Fitness Instructor Certification

2007: State of North Carolina Board of Sanitarian Examiners, Registered Sanitarian Credential

1997: North Carolina State University, Master of Science, Horticultural Science – *Host Plant Resistance to Japanese Beetles: Role of Endogenous Allelochemicals in Plant Defense*

1993: North Carolina State University, Bachelor of Science, Horticultural Science,  
Minor in Zoology

1990: McDowell High School, diploma (senior year omitted, requirements fulfilled as freshman at Mars Hill College)

1989-1990: Mars Hill College

## Publications

*Naturally Occurring Pesticides Found in Cherry Trees*. North Carolina Association of Nurserymen, "Nursery Notes" Vol. 31, No.6 November-December 1997

*Feeding Responses of Japanese Beetle to Naturally Occurring Metabolites Found in Rosaceous Plants*. Horticultural Research Institute, "Journal of Environmental Horticulture" Vol 15, No. 4 December 1997

## Patents

Co-holder of United States Plant Patents (US PP) #14,912, #15,028, #15,056, #15,437

**Nancy Diane Herrick**  
**1416 Beaverton Trail**  
**Winston-Salem, North Carolina 27103**  
**336 407-8311**

<b>Education:</b> William Glasser Institute	Chatsworth, CA	CTRTC 1989, Instructor/Faculty Trainer 1992
William Glasser Institute	Senior Instructor	Faculty Program Consultant 2006
Union Institute	Cincinnati, OH	ABD. Educational Psychology 1995
Campbell University	Buies Creek, NC	M.Ed. Education/Counseling 1984
University of Florida	Gainesville, FL	B.A. Sociology, Speech Pathology 1967
Iowa State University	Ames, IA	Sociology 1965

**Administrative and Supervisory Experience:**

William Glasser International	Legal Board of Directors, USA Director 2012-2018
St Joseph's Academy	Board of Directors, Kalawa, Kenya 2011-present
William Glasser Institute	Southeast USA Regional Director, Advisory Board of Directors 2003-09 Professional Development Committee, Faculty Program Instructor
Reality Counseling and Training Center	Owner, Director, Counselor and Trainer 1989-present
William Glasser Institute	Field Supervisor, Senior Instructor, Faculty Program Consultant 1989-present Faculty Retreat Organization Committee International Conference Kid's Retreat, Organizer, Supervisor 1996 Glasser Conference Organizer, Coordinator (8 years)

**Professional Positions and Experience:**

Get Happier Project USA	Editor, Writer, USA Project Manager
Provincial Community College	Online Course Instructor
Take Charge of Your Life	International Course, Author, Mentor, Facilitator
Loyola Marymount Univ.	Online Course, Instructor
North Carolina Public Schools	Teacher K-12, Counselor 6-12, Special Education K-12, I.E.Coordinator 9-12
Georgia Public Schools	Teacher K-12
Florida Public Schools	Teacher 9-12, Drama Director 10-12

**Professional Affiliations:**

National Board of Certified Counselors, License # 21889  
Distance Credentialed Counselor, Certification # 512  
American Counseling Association; Association for Supervision and Curriculum Development  
William Glasser Institute, CTRTC, Senior Instructor, Faculty Program Consultant  
Provincial Community College, NB, Canada, Online Course faculty and development

## **Jason K Smith**

1017 Harvest Point Dr. Fuquay-Varina, NC 27526

(919) 625-5349 Jksmith@localfirstbank.com

### **Education:**

- 1996-2000 FVHS
- 2007 NC Mortgage License
- 2009 Emergency Management Institute
  - ❖ FEMA (Homeland Security)
    - IS-00100.A
    - IS-00200.A
    - IS-00700.A
    - IS-00800.B
- 2009 Firefighter Level 1
- 2009 Firefighter Level 2
- 2010 Certified Relationship Banker
- 2012 BB&T University
  - ❖ Retail Academy
- 2014 Certified Financial Leader
- 2016 Certified Banking Market Leader

### **Experience:**

- 2018 – Present VP, First Bank – Small Business Banker, Branch Manager
- 2017-2018 VP, BB&T- Market Leader IV
- 2015-2017 VP, BB&T – Cluster Market Leader III
- 2012-2015 AVP, BB&T – Financial Leader II
- 2009-2012 BB&T – Relationship Banker
- 2008-2013 Fuquay-Varina Fire Department
- 2008-2009 Alliance of Professionals & Consultants
- 2007-2009 Carolina Mortgage Consultants

### **Community:**

- 2005-2007 Leadership Committee member; Gate Way Community Church
- 2007-2014 Member/Manager, Youth Baseball League
- 2012-2015 Member of the Cary Chamber of Commerce
- 2013 Cary Wealth Council
- 2015-2017 United Way Committee
- 2015-2018 Member of the Fuquay-Varina of Commerce
- 2016 Southern Wake Wealth Council
- 2017 BB&T Happiness Council
- 2015-2018 FVHS Booster Club
- 2018 – Plymouth Church, Exercise Committee

# ACHIEVEMENT CHARTER ACADEMY, INC. BYLAWS

## ARTICLE I

### Name and Nonprofit Policy

Section 1. Name. This corporation is and shall be known as Achievement Charter Academy, Inc., hereinafter referred to as the "Organization."

Section 2. Nonprofit Policy. The Organization shall not be operated for profit, and its entire properties, assets, and facilities shall be devoted to the purposes for which it is organized as set forth in its articles of organization, as the same may from time to time be amended.

## ARTICLE II

### Purposes

Section 1. Purposes. The corporation is organized with the following purposes and powers:

The corporation is a charitable corporation as defined in NC Gen. Stat. 55A-1-40(4)

This corporation does not contemplate pecuniary gain or profit and the specific purposes for which it is formed is to organize a Charter School pursuant to the laws of the state of NC and thus give parents an alternative to the traditional public school model. Achievement Charter Academy's mission is to create an engaging learning environment based on the belief that students can and will succeed when teachers, students, and parents collaborate to achieve excellence.

No substantial part of the activities of the corporation are to be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of exempt purposes of organizations set forth in Section 501©(3) of the Internal Revenue Code of 1986 or any successor section, and its regulations as the same now exist, or as it may hereafter be amended from time to time.

## ARTICLE III

### Board of Directors

Section 1. Election and Powers. The Board of Directors shall have custody, control and direction of the organization, its property and other assets. Directors shall be elected at each Annual Meeting of the Board, and each Director shall serve until his or her successor is elected and qualified, unless his or her Directorship be theretofore vacated by resignation, death, removal, or otherwise.

Section 23. Number. The number of Directors constituting the entire Board of Directors shall be not less than five (5) and not more than eleven (11), and shall be fixed by resolution of the Board of Directors. The Board, by a two-thirds vote of all members may resolve to increase or decrease the number of Directors to

the extent permitted in the Articles of Incorporation of the Organization, provided that no decrease shall shorten the term of any incumbent Director.

Section 3. Classes. Each Director shall serve a term of three (3) years, except for the initial Board of Directors or as provided hereafter in this Article. For the purpose of staggering their terms of office, the Directors shall be divided into three (3) classes, as nearly equal in numbers as may be, and the term of office of one class shall expire each year in regular rotation. In case the number of Directors in any class becomes unequal to the other classes, the Board of Directors may elect one or more Directors to terms of one or two years, as may be deemed most practical.

Section 4. Vacancies. In case of any vacancy in the Board of Directors, a majority of the remaining Directors may elect a successor to fill the unexpired term, and to serve until his or her successor shall have been duly elected and qualified. In the event of increase in the number of Directors, additional Directors may be elected to terms of one, two, or three years as may be necessary to maintain equality in numbers among the classes of Directors. Additional Directors so elected shall serve until their successors shall have been duly elected and qualified.

Section 5. Absences. If any Director shall fail to attend two (2) consecutive meetings of the Board of Directors or three meetings of the Board of Directors annually without excuse accepted as satisfactory by the Board, such Director shall be deemed to have resigned and the vacancy shall be filled.

Section 6. Removal. At any meeting of the Board of Directors duly called, any Director may, by vote of two-thirds (2/3) of the entire Board, be removed from office and another may be elected by the Board to fill the unexpired term of the Director so removed.

Section 7. Meetings. The Annual Meeting of the Board of Directors shall be held in April of each year on such date and at such time and place as may be fixed by the Board of Directors and named in the notice. Regular Meetings of the Board of Directors shall be held at such times as the board may, from time to time, determine. Special Meetings of the Board of Directors shall be held at any time, on call by the President of the Board, or by the Secretary on the request in writing of any three (3) members of the Board.

Section 8. Open Meetings. All meetings of the Board shall be held in compliance with the North Carolina Open Meetings Law, N.C. General Statutes Sections §143-318.9 thru 143-318.19, and as may be from time to time amended.

Section 9. Agenda for Regular Meetings. The agenda or order of business for each Regular meeting shall include the following:

- (a) Call to order
- (b) Roll Call
- (c) Approval of Minutes
- (d) Financial report
- (e) Reports of Committees
- (f) Report of the Educational Director (if applicable)
- (h) Old business
- (i) New business
- (j) Adjournment

Section 10. Notice of Meetings. Notice of the time and place of every meeting of the Board shall be mailed not less than ten (10) nor more than twenty (20) days before the meeting, to each Director at his or her address as set forth in the records of the Organization.

Section 11. Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof, whether before or after the meeting, nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 12. Quorum. A majority of the entire Board of Directors shall constitute a quorum at any meeting of the Board, and except as otherwise provided by law or herein, a majority in number of such quorum shall decide any question that may come before the meeting. A majority of the Directors present at any regular or special meeting, although less than a quorum, may adjourn the same from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 13. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or the committee.

Section 14. Personal Attendance by Conference Communication Equipment. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of such Board or committee, with the consent of all the members of such Board or committee present in person at such meeting, by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting. If the Board holds a meeting by use of conference communication equipment, it shall provide a location and means whereby members of the public may listen to the meeting, and the notice of the meeting shall be provided as required by the North Carolina Open Meetings Law.

Section 15. Executive Committee. The Board of Directors shall, by an affirmative vote of a majority of the entire Board, appoint an Executive Committee, to consist of Five (5) Directors, including the President, Vice-President, Secretary, Treasurer, and other members of the Board as the Board shall determine upon recommendation by the President. The President shall be the Chairman of the Executive Committee. The Executive Committee shall have and may exercise between the meetings of the Board of Directors all the authority of the Board of Directors, except that the Executive Committee shall have no authority as to those matters proscribed under any provision of applicable law. The Executive Committee shall report all its actions to the next meeting of the Board. Any reference in these Bylaws to the Board of Directors shall include the Executive Committee unless the context or express provision otherwise provides.

Section 16. Regular Committees. As soon as practicable each year following the Annual Meeting of the Board of Directors and upon the recommendation of the President, the Board shall appoint the following Regular Committees, each of which shall consist of at least three (3) Directors and shall have the authority to carry out its purposes as set forth in this Section 15. In making these appointments, the Board shall designate the Chairman of each committee other than the Finance Committee.

(a) Community Relations Committee. There shall be a Community Relations Committee which shall recommend policy for the community relations, public relations and development activities of the organization. It shall also recommend policy for all educational and group activities provided for the public.

(b) Finance Committee. There shall be a Finance Committee which shall recommend policy and be responsible for the supervision and direction of the care and custody of all assets of the Organization. The Finance Committee shall also either prepare the budget for the calendar year which shall be presented annually to the Board of Directors for adoption. The Finance Committee shall review with the independent public accountant(s) then serving the Organization audit policies and the proposed annual audit report to be submitted to the Board. The Treasurer shall serve as Chairman of the Finance Committee.

(c) Nominating Committee. There shall be a Nominating Committee which shall recommend (i) persons for election to the Board of Directors, and (ii) a slate of officers for election to one year terms at the Annual Meeting of the Board of Directors. Nominations shall be mailed to each member of the Board of Directors at least fifteen (15) days prior to the Annual Meeting of the Board. The Nominating Committee shall also recommend to the Board persons to fill vacancies as soon as practicable after they may occur. The Nominating Committee may also propose to the Board persons for election as Honorary Directors. The President shall not serve on the Nominating Committee.

(d) Personnel Committee. There shall be a Personnel Committee which shall recommend policies relating to the recruitment, compensation, benefits, and retention of Organization employees and all employee policies and programs.

Section 16. Other Committees. The President, with the approval of the Board of Directors, may designate additional committees, each of which shall consist of at least three (3) Directors and may include other persons who need not be Directors. Each such committee shall have such authority and shall serve for such time as provided in the resolution designating the committee, except that such authority shall not exceed the authority conferred on the Executive Committee by Section 14 or on any regular Committee by Section 15 of this Article.

## ARTICLE IV

### Officers

Section 1. Election of Officers. The Board of Directors shall elect a President, a Vice-President, a Secretary, and a Treasurer of the Organization. Each such officer shall be elected from among the Directors at the Annual Meeting of the Board for a term of one year. Any vacancy in the above offices shall be filled by the Board of Directors as soon as practicable.

Section 2. Removal. At any meeting of the Board of Directors duly called, any Officer of the Organization may, by a vote of two-thirds (2/3) of the entire Board, be removed from office and another may be elected by the board in the place of the Officer so removed, to serve until the next Annual Meeting of the Board.

Section 3. President. The President shall be the presiding officer of the Board of Directors with the power and duty to exercise general supervision over the affairs and operations of the Organization. He or she shall act as Chairman of and preside at all meetings of the Board and of the Executive Committee. He or she shall serve on all Regular and other committees, except the Nominating Committee, in addition to the appointed members. The President shall have such other powers and duties as may be designated by the Board.

Section 4. Vice-President. At the request of the President or in his or her absence or during his or her disability, the Vice-President shall perform the duties and exercise the functions of the President. The Vice-President shall have such other powers and duties as may be designated by the Board of Directors or the President.

Section 5. Secretary. The Secretary shall be responsible for the keeping of Minutes of all meetings of the Board of Directors. He or she shall see that all notices are duly given in accordance with the provisions of these bylaws or as

required by law. The Secretary shall be responsible for the custody of the records and of the seal or seals of the Organization. The Secretary shall have such other powers and duties as may be designated by the Board or the President.

Section 6. Treasurer. The Treasurer shall have supervision over the financial records of the Organization. The Treasurer shall provide the Board of Directors at each of its regular meetings with a statement of the financial condition of the Organization. He or she shall serve as Chairman of the Finance Committee and shall have such other powers and duties as may be designated by the Board.

## **ARTICLE V**

### **Membership**

The corporation shall have no members.

## **ARTICLE VI**

### **Contracts, Loans, Checks And Deposits**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and drafts. All checks, drafts or other orders for the payment of money, issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as may be selected by or under the authority of the Board of Directors.

## **ARTICLE VII**

### **Conflict of Interest**

Section 1. Interested Directors and Officers. Each Director and Officer of the Organization shall disclose in writing to the Board of Directors any conflict of interest which he believes may arise in connection with his service as a Director or an Officer of the Organization. For purposes of this provision, the term "interest" shall include personal interest, interest as director, officer, manager or beneficiary of any concern and having an immediate family member who holds such an interest in any concern. The term "concern" shall mean any corporation, association, trust, partnership, limited liability entity, firm, person or other entity other than the organization.

Section 2: Procedure for Addressing Conflict of Interest. No director or officer of the organization shall be disqualified from holding any office in the organization by reason of any interest in any concern. A director or officer of the organization shall not be disqualified from dealing, either as vendor, purchaser or otherwise, or contracting or

entering into any other transaction with the organization or with any entity of which the organization is an affiliate. No transaction of the organization shall be voidable by reason of the fact that any director or officer of the organization has an interest in the concern with which such transaction is entered into, provided:

1. The interest of such officer or director is fully disclosed to the Board.
2. Such transaction in which a director or officer has a financial or personal interest shall be duly approved by members of the board of directors, not so interested or connected, as being in the best interests of the organization.
3. Payments to the interested officer or director are reasonable and do not exceed fair market value.
4. After disclosure of the interest or concern by the interested director or officer and all material facts, that person may make a presentation to the Board or Committee, but after the presentation, must leave the meeting during the discussion of , and the vote on, the transaction or arrangement involving the possible conflict of interest.
5. No interested officer or director may vote on the matter or be counted in determining the existence of a quorum at the meeting at which such transaction may be authorized.
6. When a majority of Directors who have no Conflict of Interest so vote, a quorum is deemed to be present at the meeting for the purpose of that vote.
7. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

The Board shall have additional authority to adopt a Conflict of Interest Policy so as to supplement this section as well as any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## **ARTICLE VIII**

### **Diversity and Non-Discrimination**

This corporation shall provide equality of opportunity in education for all applicants for admission and/or enrolled students, without discrimination or segregation on the ground of race, color, religion, national origin, national ethnicity, sex, age, disability or socio-economic status.

This corporation shall pursue a policy of hiring and promoting faculty and employees, without discrimination or segregation on the ground of race, color, religion, national origin, national ethnicity, sex, age, disability or socio-economic status.

## **ARTICLE IX**

### **Amendments and Other Provisions**

Section 1. Amendments. These Bylaws may be adopted, amended or repealed in whole or in part by the affirmative vote of a majority in number of the entire Board of Directors, provided that at least 30 days before the meeting at which any amendment shall be voted upon, written notice of the proposed amendment shall be mailed to each member of the Board, together with a concise statement of the changes proposed to be made.

Section 2. Conduct of Meetings. Except as otherwise provided in these bylaws, by applicable law or by resolution of the Board of Directors, all meetings of the Board or of any committee designated by the Board shall be conducted in conformity with Robert's Rules of Order, Revised, as amended from time to time.

Section 3. Financial Reporting. For financial reporting purposes the Organization shall report on a fiscal year basis which shall begin on the first day of July in each year and end on the following June 30; provided that the first fiscal year shall begin on the date of incorporation.

Section 4. Indemnification. The Organization shall indemnify (a) any person made or threatened to be made a party to any action or proceeding by reason of the fact that such a person, or such person's testator or intestate administrator, is or was a Director or Officer of the Organization and (b) any Director or Officer of the Organization who served any other corporation of any type or kind, or any partnership, joint venture, trust, employee benefit plan, or other enterprise, association, or entity in any capacity at the request of the Organization, in the manner and to the maximum extent permitted by the Not-for-Profit Corporation Law of North Carolina, as amended from time to time; and the Organization may, in the discretion of the Board of Directors, purchase and maintain insurance pursuant to such indemnification and indemnify all other corporate personnel to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

The undersigned certifies that the foregoing bylaws have been adopted as the bylaws of the Corporation, in accordance with the requirements of the NC non-Profit Business Corporation Act.

This the 5<sup>th</sup> day of September, 2017.

Brenda Harnack

Brenda Harnack, President

Attest: Leaja Horne

Leaja Horne, Secretary

STATE OF NORTH CAROLINA  
DEPARTMENT OF THE SECRETARY OF STATE

STATEMENT OF CHANGE OF REGISTERED  
OFFICE AND/OR REGISTERED AGENT

Pursuant to §55D-31 of the General Statutes of North Carolina, the undersigned entity submits the following for the purpose of changing its registered office and/or registered agent in the State of North Carolina.

INFORMATION CURRENTLY ON FILE

The name of the entity is: Achievement Charter Academy, Inc.

The street address and county of the entity's registered office currently on file is:

Number and Street: 25 Buttonwood Court

City: Fuquay-Varina State: NC Zip Code: 27526 County: Harnett

The mailing address *if different from the street address* of the registered office currently on file is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

The name of the current registered agent is: Brenda Harnack

NEW INFORMATION

1. The street address and county of the new registered office of the entity is:  
*(complete this item only if the address of the registered office is being changed)*

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

2. The mailing address *if different from the street address* of the new registered office is:  
*(complete this item only if the address of the registered office is being changed)*

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

3. The name of the new registered agent and the new agent's consent to appointment appears below:  
*(complete this item only if the name of the registered agent is being changed)*

Leaja H. Horne  
*Type or Print Name of New Agent*

Leaja H. Horne, President  
*\* Signature & Title*

4. The address of the entity's registered office and the address of the business office of its registered agent, as changed, will be identical.

5. This statement will be effective upon filing, unless a date and/or time is specified: \_\_\_\_\_

This is the 18<sup>th</sup> day of September, 2015.

Achievement Charter Academy, Inc  
*Entity Name*

Leaja H. Horne  
*Signature*

Leaja H. Horne, president  
*Type or Print Name and Title*

Notes: Filing fee is \$5.00. This document must be filed with the Secretary of State.

\* Instead of signing here, the new registered agent may sign a separate written consent to the appointment, which must be attached to this statement.

BUSINESS REGISTRATION DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

Revised July 2017

Form BE-06

State of North Carolina  
Department of the Secretary of State

STATEMENT OF RESIGNATION OF REGISTERED AGENT

Pursuant to §55D-32 of the General Statutes of North Carolina, the undersigned hereby submits the following statement:

1. I, Brenda Harnack, (type or print name), hereby resign my appointment as registered agent for the following entity: Achievement Charter Academy.

2. The undersigned certifies that written notice of this resignation as registered agent of the entity has been mailed or delivered to the entity as follows:

Name and Title of Individual Leaja Horne, President

Address 25 Buttonwood Ct

City, State, Zip Code Fuquay-Varina, N.C. 27526

3. The registered office is to be discontinued. (check here  if applicable)

This the 18<sup>th</sup> day of September, 2018.

Achievement Charter Academy  
Name of Entity

Brenda Harnack  
Signature

Brenda Harnack, past president  
Type or Print Name and Title

NOTES

1. **No filing fee.** This document must be filed with the Secretary of State.
2. The appointment as registered agent is terminated, and the registered office is discontinued if so provided, on the 31<sup>st</sup> day after the date on which this statement is filed.

State of North Carolina  
Department of the Secretary of State

ARTICLES OF INCORPORATION  
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Achievement Charter Academy

2.  (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Brenda Harnack

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: ~~15 Randy Court~~ 25 Buttonwood Ct.  
City: Fuquay Varina State: NC Zip Code: 27526 County: ~~Harnett~~ Wake

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: P.O. Box 1685  
City: Fuquay Varina State: NC Zip Code: 27526 County: ~~Harnett~~ Wake

5. The name and address of each incorporator is as follows:

Name	Address
<u>W. E. Goodall</u>	<u>2132 Greenbrook Pkwy., Weddington, NC 28104</u>
<u>Brenda Harnack</u>	<u>P.O. Box 1685, Fuquay Varina, NC 27526</u>

6. (Check either "a" or "b" below.)

a.  The corporation will have members.

b.  The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: 919-567-1234

Number and Street: ~~15 Randy Court~~ 25 Buttonwood Ct.

City: Fuquay Varina State: NC Zip Code: 27526 County: Harnett Wake

(Harnett)

(Wake)

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: P.O. Box 1685

City: Fuquay Varina State: NC Zip Code: 27526 County: Harnett Wake

10. (Optional): Listing of Officers (See instructions for why this is important)

Name	Address	Title

11. (Optional): Please provide a business e-mail address:

Privacy Redaction

The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future time and/or date is specified: \_\_\_\_\_

This is the 23rd day of August, 2017.

Incorporator Business Entity Name

W. E. Goodall

Signature of Incorporator

W. E. Goodall, Incorporator

Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

# Achievement Charter Academy

## Purpose of Corporation

This corporation is organized for the following purpose(s) (*check as applicable*):

religious,

charitable,

educational,

testing for public safety,

scientific,

literary,

fostering national or international amateur sports competition, and/or

prevention of cruelty to children or animals,

including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 (herein the "Code") (or the corresponding provisions of any future United States Internal Revenue Code).

## Prohibited Activities

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these articles of incorporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3)

of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

### **Distributions Upon Dissolution**

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

# JONES

KEYSTONE

INSURANCE | BONDING | BENEFITS  
Since 1956

September 24, 2018

Leaja Horne, President  
Achievement Charter Academy  
PO Box 1685  
Fuquay Varina, NC 27526

Dear Leaja:

Per your request, we have estimated premiums for business and workers compensation insurance for the new charter school as follows:

- General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate estimated premium \$500.
- Directors & Officers Professional Liability \$2,000,000 limit estimated premium \$1,500.
- Business Personal Property \$60,000 limit estimated premium \$500.
- Automobile Liability \$1,000,000 limit estimated premium \$2,000.
- Employee Dishonesty Bond \$250,000 limit estimated premium \$500.
- Workers Compensation/Employers Liability limits \$500,000/\$500,000/\$500,000 estimated premium \$5,500.

We recommend additional coverages including the following, which can be added at these estimates:

- Employment Practices Liability \$2,000,000 limit estimated premium \$1,500.
- Group Accident \$10,000 limit estimated premium \$500.
- Umbrella \$1,000,000 limit estimated premium \$1,000.

Please contact us when you are ready to proceed with obtaining insurance for the school. We look forward to working with you on this venture.

Sincerely,



Hal Averette, CIC

# LEASE AGREEMENT

The Lease Agreement contained within is between

H-4 Investments, LLC, Landlord

and

Achievement Charter Academy, Tenant

and is for the properties located at 25 Buttonwood Court, Fuquay-Varina, N. C. and 15 & 25 Randy Court, Fuquay-Varina, N. C. being a total of 12,496 square feet building space and approximately 3.2 acres of land and 1750 square feet of classroom space to be added for use in years 4 & 5

## Description of Properties:

Bldg A: 25 Buttonwood Court consists of 1 brick building built in 2001 specifically for educational use, 6496 square feet and 2.05 acres of land.

Bldg B: 15 Randy Court built in 2001 specifically for educational use, brick, 3000 square feet.

Bldg C: 25 Randy Court built in 2008 specifically for educational use, brick front modular, 3000 square feet built parallel to Bldg B with a breezeway between.

All of the above buildings are currently permitted for educational occupancy, all classrooms have been re-painted in 2018, renovations made where necessary, buildings are in excellent repair.

Bldg D: Classroom space to be added for use in years 4 & 5 providing a minimum of 1750 square feet.

## LEASE

This lease, including the Face Page and all exhibits and attachments hereto ("Lease") is made and entered into as of the date set forth on the Face Page, by and between H-4 Investments, LLC, (hereinafter referred to as "Landlord"), and Achievement Charter Academy (hereinafter referred to as "Tenant").

### SECTION I

#### PREMISES, POSSESSION AND TERM

- 1.1 **Premises and accessories.** Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord the Premises and accessories "as-is" together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way pertaining to the Premises.
- 1.2 **Term.** The term of this Lease ("Term") shall begin on the Commencement Date (as hereinafter defined) and midnight on the day that is **Sixty (60)** months thereafter. For the purposes of this Lease any reference to "days" shall be deemed to refer to calendar days unless specifically noted as "business days."
- 1.3 **Commencement Date.** The commencement date ("Commencement Date") of this Lease shall be August 1, 2020.
- 1.4 **Possession.** Taking of possession by Tenant shall be deemed conclusively to establish that the Premises are in good and satisfactory condition, as of such date of possession. Tenant acknowledges that no representations or warranties as to the condition or repair of the Premises have been made by Landlord.
- 1.5 **Option to Renew.** During the initial Term hereof and in the event that Tenant: (i) has not committed an event of default hereunder at any time during the Term beyond any applicable notice and cure period, (ii) has not assigned or sublet the Premises, (iii) is in compliance with the terms of this Lease and (iv) provides written notice to Landlord of its intent to exercise the renewal option at any time prior to the date that is ninety (90) days prior to the expiration of the Term (the **Renewal Notice Date**"), Landlord hereby grants to Tenant and Tenant shall have an option to renew the Lease for up to five (5) additional periods of one (1) year each period, (the **Renewal Option**"), under the following terms and conditions: (a) Landlord and Tenant shall execute an amendment to this Lease which shall provide that all of the terms, conditions, rights, obligations and covenants under this Lease shall exist in full force and effect with regard to the Renewal Option, except that: (i) the Term shall be extended as applicable, (ii) Monthly Base Rent during the Renewal Option Term shall be equal to 105% of the previous rent rate as stated in the Lease herein and shall thereafter remain the same for a period of up to five years; and (b) Tenant shall execute such amendment within ten (10) days from the date Landlord delivers to Tenant execution copies thereof, or this Renewal Option shall automatically terminate; and (c) Should Tenant not provide Landlord with written notice of its desire to exercise the Renewal Option by the Renewal Notice Date, the Renewal Options shall automatically terminate.

### SECTION 2

#### MONTHLY BASE RENT AND ADDITIONAL RENT

**2.1 Monthly Base Rent.** Tenant agrees to pay to Landlord Monthly Base Rent (as defined on the Face Page of this Lease for the Premises, in advance, without demand, deduction or set off, for the entire Term, commencing as of the Commencement Date of the Lease hereinafter the Rent Commencement Date. Each installment of Monthly Base Rent shall be due and payable on or before the first day of each calendar month during the Term. The payment for any fractional calendar month at the commencement or end of the Term shall be prorated.

**2.2 MONTHLY BASE RENT:** Monthly base rent for this lease is calculated at \$ 16 per sq. per year. It is hereby agreed that the first two years of this lease term shall include the rental of the 6,496 building at 25 Buttonwood Court, Fuquay-Varina and the 3000 square foot buildings at 15 Randy Court for a total annual rent of \$151,936, effective August 1, 2020. It is further agreed that year three of this lease shall include the rental of the aforementioned buildings plus the additional 3000 square building located at 25 Randy Court for a total annual rent of \$199,936, effective August 1, 2022. In years four and five, additional classroom space of approximately 1750 square feet will be added for a total lease of \$227,936, effective August 1, 2023.

The first full "Lease Year" shall consist of twelve (12) calendar months following the Rent Commencement Date: Subsequent Lease Years shall commence on the anniversary of the Rent Commencement Date and shall include the twelve (12) month period thereafter.

Notwithstanding the foregoing, should the Rent Commencement Date fall on any day other than the first day of the calendar month, Lease Year 1 shall include the remainder of the calendar month from the Rent Commencement Date and the next twelve (12) calendar months. In such event, subsequent Lease Years shall commence on the anniversary of the first day of the calendar month following the Rent Commencement Date.

**2.3 Taxes and Assessments.** Landlord shall to pay all real property taxes, assessments or other impounds which may be assessed against the Premises by any taxing authority during the term of this Lease.

**2.4 Payment Address.** All Monthly Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth on the Face Page of this Lease or at such other address as Landlord may specify from time to time by written notice. Tenant's obligation to pay Monthly Rent and other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such payments have been actually received by Landlord.

### **SECTION 3 LATE PAYMENT CHARGE AND SECURITY DEPOSIT**

**3.1 Late Payment.** In the event that any installment of Monthly Base Rent or Additional Rent or any other payment or reimbursement due hereunder is not received by Landlord within seven (7) days of the date when such payment or reimbursement is due, Tenant shall pay to Landlord on demand a late charge ("Late Payment Charge") in an amount equal to one and one-half percent (1.5%) of such payment or reimbursement. The provision for such Late Payment Charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

**3.2 Security Deposit.** Tenant agrees to deposit with Landlord on the date hereof the Security Deposit (as defined on the Face Page of this Lease). Landlord will hold the Security Deposit, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. The Security Deposit will not be deemed an advance payment of Monthly Base Rent or other amounts due under this Lease nor will the Security Deposit be deemed a measure of Landlord's damages for any Tenant default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrearages of Monthly Base Rent, Additional Rent or other payments due Landlord hereunder, and any other damage, injury, expense (including, without limitation, court costs and reasonable attorney's fees) or liability caused by such event of default; and Tenant shall pay Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of such Security Deposit shall be returned to Tenant at such time after termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled.

### **SECTION 4 SURRENDER OF PREMISES AND HOLDOVER**

**4.1 Surrender of Premises.** Upon the expiration or termination of this Lease or the termination of Tenant's right of possession of the Premises, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good and tenable condition, ordinary wear excepted. If the Premises are not surrendered in such condition, Landlord may undertake all necessary cleaning, trash removal and repair work, including, without limitation, removal of Tenant's equipment (including telecommunications equipment and wiring) and fixtures, all at the

expense of Tenant, which expense Tenant shall pay on demand by Landlord. Without limiting its remedies, Landlord may apply any Security Deposit of Tenant against the cost of such work. Upon any termination which occurs other than by reasons of Tenant's default, prior to such termination Tenant shall be entitled to remove from the Premises all unattached and movable trade fixtures and personal property of Tenant without credit or compensation from Landlord, provided Tenant immediately shall repair all damage resulting from such removal and shall restore the Premises to a good and tenable condition. If Tenant shall fail to remove any unattached and movable trade fixtures and personal property which Tenant is entitled to remove prior to any termination, Landlord may remove the same without any liability to Tenant. Any fixtures and personal property not so removed upon the vacancy of the Premises by Tenant shall be conclusively presumed to have been abandoned by Tenant, and to the extent Landlord elects to accept the same, title to such property shall pass to Landlord without any payment or credit. Landlord may, at its option and at Tenant's expense, store and/or dispose of any such property remaining in the Premises.

**4.2. Holdover.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If Tenant remains in possession after such termination without Landlord's written consent, such holdover shall not be deemed to be a renewal of this Lease but shall be deemed to create a month-to-month term which may be terminated by either party on the seventh (7<sup>th</sup>) day after written notice is delivered to the other party. In the event that any such holdover exists, all of the terms and provisions of this Lease shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time upon demand, as rent for the period of any holdover, an amount equal to one hundred twenty percent (120%) of the Monthly Base Rent and those addition taxes, insurance and other assessments, as set forth in paragraph 2.2 above, in effect on the termination date, computed on a daily basis for each day of the holdover period. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims, loss or damage arising from Tenant's holdover.

## SECTION 5 USE AND COMPLIANCE

The Premises shall be used only in conjunction with the Tenant's Charter School and for no other purpose without the prior written consent of Landlord. Tenant covenants that it (i) shall comply with all governmental laws, ordinances and regulations (including specifically all zoning, access, and safety regulations) applicable to the operation of Tenant's business or use of the Premises, provided however that Tenant shall not be required to make any structural changes or modifications to the Premises, (ii) shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations and any nuisances in, upon or connected with the Premises, all at Tenant's sole expense, provided however that Tenant shall not be required to make any structural changes or modifications to the Premises, (iii) shall not permit nor take any action, which would constitute a nuisance.

## SECTION 6 HAZARDOUS SUBSTANCES

**6.1. Definitions.** As used in this Section, "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous substance, hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, hazardous, ignitable, explosive, toxic or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, petroleum products or any other substances the removal of which is required, or the manufacture, production, generation, use, maintenance, disposal, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized, by any federal, state or local statute, law, regulation or other legal requirement now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (U.S.C. 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), the Clean Air Act (42 U.S.C. 7401 *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. 2601 *et seq.*), and the Occupational Safety and Health Act (29 U.S.C. 651 *et seq.*), as these laws and legal requirements have been or are in the future amended or supplemented.

**6.2. Covenants.** Tenant shall not use or permit others to use, the Premises or any other part of the Premises for the production, generation, manufacture, treatment, transportation, storage or disposal of any Hazardous Substance, except with the prior written consent of Landlord and in compliance with any and all applicable legal requirements. Tenant covenants with Landlord that it will: (i) deliver

promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the generation, storage or use by Tenant of any Hazardous Substance (whether or not on or in the Premises); (ii) upon reasonable prior notice permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify Tenant's compliance with the provisions of this Section 7 and to monitor Tenant's generation, storage or use of any Hazardous Substance, including, but not limited to the performance of testing required by Landlord, any governmental agency or lender to determine the status of any Hazardous Substance on or in the Premises; (iii) complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's generation, storage or use of any Hazardous Substance and any affidavits, representations and the like from time to time at Landlord's request with respect to Tenant's generation, storage or use of any Hazardous Substance.

**6.3. Indemnity.** From the date of occupancy until the date of termination of this leasehold, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all liabilities, expenses (including, without limitation, court costs and reasonable attorney fees), demands, damages, costs, losses, clean-up costs, actions, causes of action, claims for relief, penalties, fines and charges incurred, assessed, resulting from or arising out of the presence of any Hazardous Substance on, in or under the Premises (and any off-site property when such Hazardous Substance emanated from the Premises) resulting from the activities, operations or occupancy of Tenant or any act or omission of Tenant or Tenant's employees, agents, visitors or invitees, regardless of whether Landlord shall have consented to, approved of, participated in or had notice of such act or omission or the presence of such Hazardous Substance. The provisions of this Section 7.3 shall survive the expiration or earlier termination of this Lease.

**6.4. Landlord Representation.** Landlord represents and warrants to Tenant that Landlord has not, to the best of its actual knowledge as of the execution date of this Lease, received a notice of violation from any governmental authority with respect to the generation, storage or use of Hazardous Substance on the Premises. Landlord shall have performed a Phase I environmental test performed by an environmental engineer who shall inspect the premises and provide a report of findings. Landlord shall be responsible for all remediation costs associated with such contamination and Tenant shall have no responsibility for such clean up costs.

## SECTION 7 LANDLORD'S REPAIRS AND MAINTENANCE

Landlord shall at its expense maintain the roof, the foundation and the structural soundness of the exterior walls of the Premises. Tenant shall repair and pay for any damage caused by the negligence of Tenant or Tenant's employees, agents, visitors, students, parents or invitees, or caused by Tenant's default hereunder. The term "walls" as used herein shall not include windows, glass or plate glass, doors, store fronts or office entries. Tenant shall promptly give Landlord written notice of any defect or need for repairs, after which Landlord shall have a reasonable opportunity to cure such defect or make such repairs.

## SECTION 8 TENANT'S REPAIRS AND MAINTENANCE

**8.1. Tenant's Responsibility.** Tenant shall, at its sole cost and expense keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs (including any cleaning or required maintenance), including but not limited to: windows, glass and plate glass, doors and door frames and hardware, any office entries, demising walls, interior walls and finish work, ceilings, floors and floor coverings, light bulbs and tubes, heating and air conditioning systems, grease traps, septic systems, plumbing work and fixtures, fencing, pipes, alarm panels, fire extinguishers, electrical wiring and devices.

Notwithstanding the foregoing, Landlord shall be responsible for the modification, replacement or repair of the plumbing, heating and air conditioning systems located on the Premises, where the cost of such modification, replacement or repair exceeds five hundred dollars. (\$500.00). No modifications, replacements or repairs shall be made by Tenant wherein the cost or estimated costs exceed five hundred dollars (\$500.00). Landlord, not Tenant shall contract for such services.

**8.2. Maintenance Program.** Tenant shall, at its own cost and expense, enter into a regularly scheduled quarterly preventive maintenance/service contract for servicing all hot water, heating and air conditioning systems and equipment serving the Premises.

Tenant shall, at its own cost and expense, shall at least annually have preventive servicing and/or maintenance and cleanouts for all grease traps and septic systems serving the Premises.

## SECTION 9

### INSPECTION

Upon reasonable prior notice, Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during normal business hours (unless in the opinion of Landlord an emergency exists, in which event Landlord shall have immediate access), for the purpose of inspecting same or for the purpose of making any repairs Landlord considers necessary or desirable. During the period that is ninety days (90) prior to the end of the Term and upon reasonable prior notice, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on or in front of the Premises, a suitable sign indicating the Premises are available.

## SECTION 10

### UTILITIES

Tenant shall pay for all electricity, water and sewer, telephone charges, and any other utilities and services used on or from the Premises, together with any maintenance charges and taxes, penalties, surcharges or the like pertaining thereto. In no event shall Landlord be liable for interruption of any service other than water and sewer.

## SECTION 11

### ALTERATIONS

**11.1. Alterations to Premises.** Tenant shall not make any alterations, additions or improvements ("**Alterations**") to the Premises without prior written consent of Landlord which consent shall not be unreasonably withheld. All such Alterations must be made at Tenant's sole cost and expense by a contractor approved in writing by Landlord and in accordance with any and all applicable laws, ordinances, regulations, and insurance policy provisions. Any Tenant request to make Alterations to the Premises shall be in writing accompanied with all construction drawings ( and any additional materials reasonably requested by Landlord). Upon completion of any such Alterations, Tenant will provide Landlord with a copy of the Certificate of Occupancy issued by the applicable governmental authority and final lien waivers and contractors' affidavits from all contractors and subcontractors providing work or materials to the Premises.

**11.2. Ownership of Alterations; Indemnity.** All Alterations erected by Tenant shall be and remain the property of Tenant during the Term, and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all such Alterations erected by Tenant and restore the Premises to its original condition, reasonable wear and tear accepted, by the expiration or earlier termination of this Lease; provided however, that if Landlord so elects, such Alterations shall become the property of Landlord as of the expiration or earlier termination of this Lease and shall be delivered up to the Landlord with the Premises. Notwithstanding the foregoing sentence, all shelves, bins, machinery (including telecommunications equipment and wiring) and trade fixtures installed by Tenant shall be removed by Tenant prior to the termination of this Lease unless Tenant notifies Landlord in writing that such items will remain in the Premises, and Landlord consents in writing, in which event all such items shall become the property of the Landlord. Upon any such removal, Tenant shall restore the Premises to its original condition, reasonable wear and tear accepted and shall repair any damage to the Premises and Premises caused by such removal. Tenant agrees to indemnify, defend and hold Landlord, and its agents and employees forever harmless against all claims, liabilities and expenses (including reasonable attorney fees) of every kind, nature and description which may arise out of or in any way be connected with an of the work described in this Section 11.

**SECTION 12  
SIGNS**

Tenant may install standard signs upon the Premises only when first approved in writing by Landlord and subject to Landlord's signage requirements for the Premises, any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs by the termination of this Lease. Any such installations or removals shall be made at Tenant's sole expense and in such manner as to avoid injury to or defacement of the Premises or the Project and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by any such installations or removals.

**SECTION 13  
PROPERTY AND CASUALTY DAMAGE**

**13.1. Insurance.** Landlord shall to maintain insurance covering the Premises, as required by its mortgage lender insuring against the perils of Fire, Lightning and Extended Coverage, Vandalism and Malicious Mischief, extended by Special Extended Coverage Endorsement to insure against all other Risks of Direct Physical Loss, casualty and business income and such additional reasonable coverage as the Landlord may elect to further protect its interest in the Premises; such coverage and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the state of North Carolina for use by insurance companies admitted in North Carolina for the writing of such insurance on risks located within North Carolina. Subject to the provisions of Sections 13.3, 13.4 and 13.5 below, such insurance shall be for the sole benefit of Landlord and under its sole control. Under no circumstances shall such insurance include nor shall Landlord have any responsibility to insure, repair, or replace Tenant's personal property, Tenant's fixtures or any Alterations or improvements made by Tenant to the Premises.

**13.2. Notice of Casualty.** If the Project or Premises should be damaged or destroyed by any peril covered by the insurance as provided under Section 13.1 above, then Tenant shall give immediate written notice thereof to Landlord.

**13.3. Substantial Damage.** If the Premises should be totally destroyed by any peril covered by the insurance provided under Section 13.1 above or if the Premises should be so damaged thereby that rebuilding or repairs cannot in Landlord's reasonable estimation be completed within sixty (60) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall terminate, and the Monthly Base Rent and Additional Rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

**13.4. Minor Damage.** If the Premises should be damaged by any peril covered by the insurance to be provided under Section 13.1 above, but only to such extent that rebuilding or repairs can in Landlord's reasonable estimation be completed within sixty (60) days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, and Landlord shall at its sole cost and expense (but only to the extent insurance proceeds are available) thereupon proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which the Premises existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's personal property, Tenant's fixtures or any Alterations or improvements made by Tenant to the Premises. If the Premises are untenable in whole or in part following such damage, the Monthly Base Rent and Additional Rent payable hereunder during the period in which they are untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and rebuilding within sixty (60) days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

**13.5. Proceeds to Mortgagee.** Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or the Project requires that the insurance proceeds paid as a result of a loss covered under the insurance to be provided under the terms of Section 13.1 above be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

**SECTION 14  
LIABILITY**

**14.1. Injury to Persons or Property.** Landlord shall not be liable to Tenant or Tenant's employees, agents, students, parents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises except for such injury or damage which results from the negligence or willful misconduct of Landlord or Landlord's employees or agents and Tenant hereby covenants and agrees that it will at all times indemnify, defend and hold safe and harmless the Landlord, Landlord's employees, agents and lender(s) from any loss, liability, claim, suit, or expense, including without limitation attorney fees, both actual and alleged, arising out of or relating to any such damage or injury to the extent such damage or injury is caused by Lessees or Lessee's employees or agents; except injury to persons or damage to property which results from the negligence or willful misconduct of Landlord or Landlord's employees, agents or lenders, or from the breach by Landlord of any of its obligations under this Lease.

**14.2. Tenant Insurance.** Tenant shall, at Tenant's sole expense, procure and maintain throughout the Term a policy or policies of (i) commercial general liability insurance, insuring against all claims, demands or actions arising out of or in connection with Tenant's liability assumed under this Lease, covering injury to persons (including death), and property damage (including loss of use thereof) in the amount of at least \$1,000,000 per occurrence with an aggregate limit of at least \$2,000,000.00, and (ii) all risk (special form) property insurance in an amount equal to the full replacement cost of all Alterations or improvements made by, for or on behalf of Tenant to the Premises, and all furniture, fixtures, equipment and other personal property of Tenant located in the Premises. All such policies procured by Tenant shall be issued by an insurance company authorized to transact business in North Carolina with a rating of not less than A: Class VIII by A.M. Best Company. Certified copies of such policies or valid certificates of insurance evidencing same, naming Landlord, and (at Landlord's sole discretion) Landlord's lender(s) as additional insureds, together with a receipt evidencing payment of premiums therefor, shall be delivered to Landlord prior to the Commencement Date of this Lease. Not less than thirty (30) days prior to the expiration date of any such policies, certified copies of the renewal policies or valid certificates of insurance evidencing such renewal (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord. Such policies shall further provide that not less than thirty (30) days written notice shall be given to Landlord before such policy may be canceled or changed to reduce insurance provided thereby. If Tenant shall not comply with this covenant, Landlord may at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand.

**SECTION 15  
WAIVER OF SUBROGATION**

**15.1. Landlord Waiver.** Tenant shall not be responsible or liable to Landlord for any loss from any event, act or omission to the extent actually paid by the proceeds of insurance obtained and maintained by Landlord in connection with the Project. To the extent available, Landlord shall cause its policy or policies of insurance to contain effective waivers of subrogation for the benefit of Tenant.

**15.2. Tenant Waiver.** Landlord and the Project property manager shall not be responsible or liable to Tenant for any loss, event, act or omission to the extent covered by insurance required to be obtained and maintained by Tenant with respect to the Premises and its use and occupancy thereof (whether or not such insurance is actually obtained or maintained) or otherwise covered by the proceeds of such other insurance as is obtained and maintained by Tenant. Tenant shall from time to time provide Landlord with effective waivers of subrogation by its insurers for the benefit of Landlord and the Project property manager in a form reasonably satisfactory to Landlord.

**15.3. Survival.** The terms and provisions of this Section 16 shall supersede any provisions to the contrary contained in this Lease and shall survive the expiration or earlier termination of this Lease with respect to any occurrences before the effective date of such termination or expiration.

**SECTION 16  
CONDEMNATION**

**16.1. Complete Taking.** If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is being used, this Lease shall terminate, and the

Monthly Base Rent and Additional Rent payable hereunder shall be abated during the unexpired portion of the Term, effective when the physical taking of the Premises shall occur.

**16.2. Partial Taking.** If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Section 16.1 above, this Lease shall not terminate, but the Monthly Base Rent and Additional Rent payable hereunder during the unexpired portion of the Term shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

**16.3. Proceeds.** In the event of any such taking or private purchase in lieu thereof, Landlord shall be entitled to the proceeds arising out of any such acquisition of the Premises, or portion thereof, under the power of eminent domain; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from making a claim for a separate award for any relocation expense, or for such losses as it may sustain in connection with any items belonging to Tenant and not a part of the Premises, but Tenant shall in no event be entitled to compensation for the loss of its leasehold interest in the Premises.

## SECTION 17 EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Tenant under this Lease:

**17.1.** Tenant shall fail to pay any installment of Monthly Base Rent or Additional Rent herein reserved when due, or any other reimbursement, Late Payment Charge or payment to Landlord required herein when due, and such failure shall continue for a period of seven (7) days from the date such payment was due.

**17.2.** Tenant shall abandon or vacate all or any substantial portion of the Premises.

**17.3.** Tenant shall fail to comply with any term, provision or covenant of this Lease (other than as provided in this Section 18), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

**17.4.** Any Guarantor of this Lease shall default in the terms of his, her or its Guaranty or shall declare bankruptcy or insolvency or shall make assignment for the benefit of creditors.

**17.5.** Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

**17.6.** Tenant shall file a petition or have an involuntary petition filed against it, under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States or any State thereof and such petition is not dismissed within sixty (60) days of its filing; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

**17.7.** A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

**17.8.** Tenant allows any vehicle to be driven on the asphalt or concrete located on the premises which does not have pneumatic or rubberized tires.

## SECTION 18 REMEDIES

Upon the occurrence of any of such events of default described in Section 17 of this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

**18.1. Termination of Lease.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Monthly Base Rent or Additional Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage

which Landlord may suffer by reason of such termination, whether resulting from Landlord's inability to relet the Premises on satisfactory terms, any reasonable costs incurred to upfit, modify, repair and/or relet the Premises, or otherwise. Additionally, Landlord will use reasonable efforts and discretion in reletting the premises upon default of the tenant so as to mitigate the damages owed by Tenant.

**18.2 Termination of Possession.** Without terminating the Lease or releasing Tenant in whole or in part, from any obligation, including without limitation, Tenant's obligation to pay Monthly Base Rent and Additional Rent, Landlord may terminate Tenant's right to possession by entering upon and taking possession of the Premises and expelling or removing Tenant and any other person(s) who may be occupying such Premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Landlord may relet the Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by any reason of such reletting, together with all reasonable costs incurred by Landlord to upfit, modify or repair the Premises for reletting. In the event Landlord is successful in reletting the Premises at a rent in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rent, and Tenant does hereby specifically waive any claim to such excess rent.

**18.3. Performance of Tenant's Obligations.** Enter upon the Premises without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord, on demand, for any expenses which Landlord may incur in this effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

**18.4. Miscellaneous Provisions.** Pursuit of any remedies defined in this Lease shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payment due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Landlord or its agents during the Term shall be deemed an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of Monthly Base Rent, Additional Rent or other payments hereunder after the occurrence of any event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. Tenant agrees that in the event Landlord must bring an action to enforce any provision of this Lease or otherwise engages legal counsel to assist with the enforcement of any provision of this Lease or the collection of any amounts due hereunder, Tenant shall pay all reasonable costs associated with any such action or effort to enforce, including, without limitation, reasonable attorney fees, provided that Landlord is a prevailing party in any action or effort to enforce any of the terms of this agreement.

## SECTION 19 MECHANIC'S LIENS AND OTHER TAXES

Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon the Premises or the Project, or in any manner to bind the interests of Landlord in the Premises or the Project or to charge the rents payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease. Tenant agrees to give Landlord immediate written notice if any lien or encumbrance is placed on the Premises.

**SECTION 20  
ASSIGNMENT AND SUBLETTING**

**20.1. Landlord's Consent.** Tenant shall not, voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge or encumber this Lease, or sublease the Premises or any part thereof, or allow any person other than Tenant, its employees, agents, patrons and invitees to occupy or use the Premises or any portion thereof, without the express written consent of Landlord, such consent not to be unreasonably withheld, and any attempt to do any of the foregoing without such written consent shall be null and void and shall constitute an event of default under this Lease. Landlord's consent to any assignment or sublease hereunder does not constitute a waiver of its right to consent to any further assignment or sublease. Notwithstanding the foregoing, provided that the use of the Premises does not change from that described in Section 5 of this Lease, Tenant shall have the right to assign this Lease, or to sublet all or any portion of the Premises to any party controlling, controlled by or under common control with Tenant (a "Permitted Transfer"), provided that subsequent to such Permitted Transfer, Tenant shall remain liable for the payment and performance of Tenant's obligations under this Lease. Provided however, that in the event of a Permitted Transfer, Tenant shall provide Landlord with proper documentation of such assignment or sublease within thirty (30) days of said assignment or sublease.

**20.2. Tenant Liability.** Tenant agrees to use Landlord's standard assignment or sublease forms and to pay Landlord's actual attorney fees associated with Landlord's review and documentation of any requested assignment or sublease hereunder regardless of whether Landlord consents to any such assignment or sublease. No assignment or sublease by Tenant shall relieve Tenant of any obligations under this Lease, and Tenant shall remain primarily liable for the payment of all amounts due and for the performance of all obligations of Tenant under this Lease. Any transfer of this Lease by merger, consolidation or liquidation or any change in a majority of the voting rights or other controlling rights or interests of Tenant shall be deemed an assignment for the purposes of this Lease.

**SECTION 21  
SALE, ASSIGNMENT OR TRANSFER OF LANDLORD'S INTEREST**

Landlord may freely sell, assign and transfer its rights under this Lease or its interest in the Project and/or Premises. In the event of the sale, assignment or transfer by Landlord of its interest in the Project and/or Premises or of its rights in this Lease (other than a collateral assignment to secure debt) to an assignee or successor in interest who shall expressly assume the obligations of Landlord hereunder, said purchaser or assignee shall become the Landlord under this Lease and Landlord shall be released from all of its covenants, liabilities and obligations under this Lease, except such obligations which have accrued prior to any such sale, assignment or transfer, and Tenant agrees to look solely to such assignee or successor in interest of Landlord for performance of such obligations.

**SECTION 22  
QUIET ENJOYMENT**

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the Monthly Base Rent, Additional Rent and other payments herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

**SECTION 23  
SUBORDINATIONS AND ESTOPPELS**

**23.1. Subordination and Attornment.** Tenant accepts this Lease subject and subordinate to any mortgages and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. In the event of the foreclosure of any such mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such mortgagee or purchaser in foreclosure as Tenant's Landlord under this Lease. Upon the request of Landlord, Tenant agrees to execute any instruments, releases, subordinations or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage. Tenant also agrees to execute

a commercially reasonable subordination non-disturbance and attornment agreement with Landlord's lender(s) if requested by Landlord.

**23.2. Estoppel Certificate.** Tenant agrees that within ten (10) days after request of Landlord, it will deliver to Landlord or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired Term and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease.

## **SECTION 24 MISCELLANEOUS PROVISIONS**

**24.1. Notices.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (i) if and when personally delivered or (ii) on the day (not including Saturdays, Sundays, or federal holidays) after such notice is deposited with Federal Express or a comparable bona fide overnight courier, for delivery on the next business day with all postage and/or charges paid by sender, addressed to the parties hereto at the respective addresses set out on the Face Page of this Lease, or at such other address as the parties may specify by written notice delivered in accordance herewith. Prior notice shall be deemed reasonable if given at least twenty four hours prior to the date of meeting, inspection or showing.

### **ALL PAYMENTS SHALL BE DELIVERED TO THE ADDRESS SET FORTH IN THE FACE PAGE OF THIS LEASE.**

**24.2. Processing and Review Fees.** In the event Tenant requests Landlord to process, review and/or execute any third party documents, including, but not limited to, lien waivers, telecommunication access agreements, or other service provider agreements, then Tenant shall submit such documentation to Landlord. Tenant agrees to pay as Additional Rent all reasonable legal costs and professional costs incurred by Landlord in connection with Landlord's review of such documents.

**24.3. Survival.** All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of this Lease shall survive the expiration or earlier termination hereof, including without limitation all obligations with respect to ADDITIONAL RENT payments and any other payments due Landlord hereunder and all obligations concerning the condition of the Premises.

**24.4. Captions.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

**24.5. Enforceability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

**24.6. Authority.** Each party agrees to furnish to the other, promptly upon demand, a resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

**24.7. Lease Amendment.** Any amendment or agreement of this Lease shall be ineffective to change, waive, amend, modify, supplement, discharge or terminate this Lease in whole or in part unless such amendment or agreement is in writing and signed by Landlord and Tenant.

**24.8. Time is of the Essence.** Time is of the essence with regard to all of the terms, covenants and conditions of this Lease.

**24.9. Governing Law.** This Lease and the rights of parties hereunder shall be construed and enforced in accordance with the laws and judicial decisions of the State of North Carolina.

**24.10. Entire Agreement.** This Lease, including the Face Page and all exhibits and attachments hereto contains the entire agreement between Landlord and Tenant concerning the Premises, and there are no other agreements, either oral or written, regarding the lease of the Premises by Tenant (any prior agreements being merged into this Lease). Neither Landlord nor any agent of Landlord has made any representations, warranties or promises with respect to the Premises, the Project or the existence or use of any amenities or facilities, except as expressly set forth in this Lease.

**24.11. Brokers.** Tenant represents that it has not dealt with any real estate broker, salesperson, or finder in the connection with this Lease, and no such person initiated or participated in the negotiation of this lease or showed the Premises to Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all liabilities, claims, commissions, fees and other costs (including without limitation reasonable attorney fees) arising out of a breach of the foregoing representation. Landlord shall only be responsible for the payment of commissions to the broker, if any, specified in this section 24.11, if Landlord has entered into a separate written agreement with such broker, and then only as provided in such agreement.

**24.12. Successors and Assigns.** The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Landlord and Tenant and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Lease.

**24.13. Incorporation of Face Page and Exhibits.** The Face Page, the Premises set forth in Exhibit "A" and the Special Provisions set forth in Exhibit "B" attached hereto are incorporated herein by reference.

**24.14. PURSUANT TO NORTH CAROLINA GENERAL STATUTE 115C-238.29H, "No indebtedness of 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."**

**IN WITNESS WHEREOF,** each party hereto has execute this Lease under seal, acknowledging and signifying its authority to enter into this Lease, by its duly authorized officer, manager, or representative, in two or more counterparts on the day and year first written above.

LANDLORD: H-4 Investments, LLC

By: Robert Harnack

Print Name: Robert Harnack

Its: \_\_\_\_\_  
Witness: Anna Newell

TENANT: Achievement Charter Academy

By: Cynthia Pierce

Print Name: Cynthia Pierce

Its: \_\_\_\_\_

Witness: Beth Taylor



# Teacher Reference Questions

## **WANT: What do you want?**

Finding out the student's wants is crucial in the "Questioning Process". It is an attempt to find out, or clarify, what is in the Quality World of the person with whom we are working.

1. What do you want?
2. What don't you want?
3. How do you want school (class) to be?
4. What kind of student do you want to be?
4. What are your goals?
5. What do you want to achieve?
6. What would you like to learn?
8. What does a great day at school look like?
9. If you could change one thing, what would it be?
10. How do you want to be treated?

## **BEHAVIOR: What are you doing?**

This question is used to gather information about behavior and perceptions of what is, or has been, happening. The attempt is to get at the facts or perceptions of the student in any situation.

1. How did you prepare for \_\_\_\_\_?
2. What strategies have you used to reach your goal?
3. Describe your studying process.
4. Tell me how you have been following your plan.
5. What are/were you doing when \_\_\_\_\_?
6. What are/were you thinking when \_\_\_\_\_?
7. How are/were you feeling when \_\_\_\_\_?
8. What choice (decision) did you make?
9. Describe how you track your progress.
10. What, if anything, did you do differently?

## **EVALUATE: Is it helping or hurting?**

The effectiveness of this question comes from **non-critically** helping students evaluate if what they are doing is effective. *None of us will change our behavior until we decide that what we are doing isn't working!*

1. Are you satisfied with the results?
2. With what part of the results are you satisfied?
3. Are you following the mission statement? Our rules?
4. Did that help you get what you wanted?
5. How well did you follow your plan?
6. How is what you're doing helping you \_\_\_\_\_?
7. On a scale of 1 to 10, how satisfied are you with your academics? behavior?
8. How effective are the tools and strategies that you are using?
9. How important is it to you to \_\_\_\_\_?
10. Is this your best work or effort?

## **PLAN: What else can you do?**

In an ideal situation the student would come up with the plan. If they do not know what to do, you may suggest some options that the student can consider. It is best to ask permission before offering suggestions.

1. What are your options?
2. What steps will you need to accomplish your goal?
3. What knowledge/skill will you need to reach your goal?
4. What resources do you need?
5. What type of feedback do you want?
6. How will you know if the plan is successful?
7. What is one thing (3 things) you can (will) do to improve?
8. What would you have to do to improve your \_\_\_\_\_?
9. How will you remember your plan?
10. What could keep you from reaching your goal?



# Reflection Questions

## Student Reflection of Learning

1. What did you learn? How did you learn it?
2. Do you want to include this in your data folder/ portfolio?
3. What do you enjoy learning?
4. What strategies do you use to help you learn?
5. On a scale of one to ten, how would you rate your effort?
6. How do you decide if you have done a good job?
7. What frustrates you in your attempts to learn?
8. Would you like to show this to someone else for an opinion? Whom?
9. How does this grade/score reflect your knowledge of \_\_\_\_\_?
10. How do you know something is your best effort?

## Questions for Parent Conferences

### WANT (Quality World)

1. What type of educational experience would you like for your child?
2. How would you like to see your child perform academically?

### BEHAVIOR (Acting, Thinking, Feeling, Physiology)

1. What do you think about your child's academic performance/behavior?
2. What do you do/say when your child tells you there has been a problem at school?

### EVALUATE (Compare Wants vs. Perceptions)

1. Is your child's behavior/academic performance consistent with school expectations?
2. How are you helping your child to take responsibility for his learning/behavior?

### PLAN

1. What are some options for resolving this issue / problem?
2. What could you do to support your child's learning?

**Teacher Self-Reflection** *After talking to a student ask yourself...*

### WANT

Did I ask the student what he wanted? How? What questions did I ask to find what motivates him?

What key words did the student use to describe his/her quality world?

### BEHAVIOR

Did I discuss the current situation and what the student is doing?

Do I know what the student is thinking? How he is feeling?

### EVALUATE

What specific evaluation questions did I ask?

How do I know if my evaluation questions were effective?

### PLAN

Does the student have a plan? Who developed the plan?

Does the student have reasonable action steps to accomplish the plan?

### REFLECT

If I could redo this conference, what, if anything, would I do differently?

What other questions might have been helpful to have asked?

What did I learn from the conference?

Appendix P:

**Charter School Required Signature Certification**

*Note: Outlined below is a list of areas that must be certified by the proposed Board of Directors. Any forms Not Applicable to the proposed charter school indicate below with N/A and provide a brief explanation for providing such response.*

Serving on a public charter school board is a position of public trust and board members of a North Carolina public charter school; you are responsible for ensuring the quality of the school's entire program, competent stewardship of public funds, the school's fulfillment of its public obligations, all terms of its charter, and understanding/overseeing all third party contracts with individuals or companies.

- ❖ The selected Board Attorney that he/she has reviewed with the full Board of Directors, listed within the application, all the governance documents and liabilities associated with being on the Board of a Non Profit Corporation.

- Name of the Selected Board Attorney: Att. Donna Rascoe; Cranfill Sumner & Hartzog, LLP
- Date of Review: 9-25-2018
- Signature of Board Members Present (Add Signature Lines as Needed):

■ Leanne D. Dorne      • Nancy D. Herrick  
■ Anna Newell  
■ [Signature]  
■ Brian Jackson  
■ [Signature]  
■ Bob Taylor  
■ Anna Newell      -repeated signature  
■ [Signature]

- ❖ The selected Board Auditor that he/she has reviewed with the full Board of Directors, listed within the application, all the items required for the annual audit and 990 preparations.

- Name of the Selected Board Auditor: Petway Mills & Pearson, PA
- Date of Review: 9-25-2018
- Signature of Board Members Present (Add Signature Lines as Needed):

■ Leanne D. Dorne      • Nancy D. Herrick  
■ Anna Newell  
■ [Signature]  
■ Brian Jackson  
■ [Signature]  
■ Bob Taylor  
■ Anna Newell      -repeated signature  
■ [Signature]

