

2023 NC CHARTER APPLICATION



NC Public Charters

Organization Information

Organization Name *

HYPE Leadership Academy

Telephone

5867315300

Fax

9104916786

Address

0 Fayetteville Road

Unit/Suite

Zip Code

28376

City

Raeford

State

North Carolina





Primary Contact Name *

Joe Salisbury

Opening Year *

2025

Is Management Organization Used

Yes No

Primary Contact Relation To Board *

CMO Designee for Application

Management Organization Name

NC Education Solutions

Board Members Roster *

Management Organization Contact Name

Will Kneer

Primary Contact Email *

joe@hype-leadership.org

Management Organization Phone

5867315300

Primary Contact Phone *

7346242897

Management Organization Email

will@trgschools.com

PrimaryContact Address *

126 Hay Street

Unit/Suite *

Zip Code *

28301

City *

Fayetteville

State *

North Carolina



1. Application Contact Information

Q1. Name of Proposed Charter School

H.Y.P.E. Leadership Academy

Applicant Comments :

H.Y.P.E. stands for Helping Young People Elevate

Q2. Primary Contact's Alternate Telephone Number (xxx-xxx-xxxx)

- The primary contact will serve as the contact for follow-up, interviews, and notices regarding this Application

734-624-2897

Q3. Geographic County in which charter school will reside

Hoke County

Q4. LEA/District Name

H.Y.P.E. Leadership Academy - Hoke County Schools

Q5. Zip code for the proposed school site, if known

28376

Q6. Was this application prepared with the assistance of a third party such as a consultant or Charter Support Organization (CSO) (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=hejlslsh9el7BC8rRkMVLthGg%3d%3d&ptid=amlgTZiB9plushNjl6WXhfiOQ%3d%3d&secid=lyc2NIZPsdzgEk6V6aj45g%3d%3d&PG=6&IRP=0>)?

Yes

No

Q7. Give the name of the third-party consultant or CSO:

NC Educational Solutions



Q8. Describe any fees provided to the third-party person or CSO as reflected in the budget.

There are no fees being charged to the school for assistance with the charter application.

Q9. Provide a full detailed response of the assistance provided by the third-party consultant or group while preparing this application and when the assistance will end:

NC Educational Solutions is the non-profit CMO arm of The Romine Group. The Romine Group is a full-service educational management organization that understands the laws, resources, and considerations needed in the development of a successful charter school. NC Educational Solutions will provide guidance and support to find resources in facility acquisition, educational resources, compliance with NC DPI, as well as other necessary development needs for information to ensure a comprehensive approach was completed when applying for the charter contract. Once awarded, the H.Y.P.E. Leadership Academy Board of Directors will determine if it would like to contract services with the charter management organization to implement the day-to-day operations of the school.

Q10. Projected School Opening Month

August, 2025

Q11. Will this school operate on a year-round schedule?

- Yes (Year-Round)
- No

Q12. Complete the Enrollment Summary table (see resources), providing grade levels and total projected student enrollment for Years 1-5.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Resources

Enrollment Summar...



Applicant Evidence :

HYPE - Enrollment S...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q13. At full capacity, what is your estimated student enrollment and grade spans?

K-12 with 835 total students. See attached overall projection.

Applicant Evidence :

HYPE - K-12 Projecte...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q14. Complete the Enrollment Demographics table (see resources), providing projected enrollment for each of the following demographic groups.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Resources

Enrollment Demogra...

Applicant Evidence :

HYPE - Enrollment D...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q15. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan outlined above.



The rationale for the H.Y.P.E. Leadership Academy to begin year one as a Kindergarten through fifth-grade school and grow a grade level each year until grade nine is founded in the experience and research detailed below.

An analysis of projected enrollment figures was conducted based on North Carolina law mandates regarding classroom size, as well as the indicators surrounding typical classroom size in Hoke County and growth in Raeford with the completion of the I-295 expansion providing growth and accessibility to the area. This in conjunction with our previous experience regarding the year-to-year growth success in a charter school was the foundation for the enrollment growth plan. For the type of program which H.Y.P.E. seeks to provide, beginning as a K-5th grade school will offer the supportive opportunity to have enough financial support for the program without growing too large too fast. The H.Y.P.E. Leadership Academy's goal is to start with a strong focused program to build the culture and climate found in the principles of Leader in Me and to be able to have marginal growth to ensure sustainability in years 1-4. In the 5th year, the H.Y.P.E. Leadership Academy team feels it will be a financially stable program with a secure staff and plans to add 9th. The 9th-grade students will move up as the previous year's 8th-graders. Adding 9th grade means that there will be an additional requirement for teachers that are highly qualified in each subject area. H.Y.P.E. also believes that after 4 years of existence, the culture of the school will be stable and ready to accommodate the additional expansion into high school.

Should actual enrollment numbers be lower than projected, the first financial move would be to adjust the number of staff. We will continue to maintain the same small class sizes, but if we have the ability to consolidate classes and remove a teaching position from the budget then we will do that. A reduction in staff would also provide the opportunity to reduce expenses that accompany staff. These reductions would include benefits, staff development, supplies, and equipment. Certain expenses directly related to students would include lunch, support services, business services, and rent which are based on student count. Because rent and business services are based on student income, these expense numbers will automatically fluctuate with enrollment. Enrollment could drop by as much as 10% and the school could maintain a positive cash balance. The break-even numbers for each school year are as follows:

FY26 - 285 grades K-5

FY27 - 350 grades K-6

FY28 - 415 grades K-7

FY29 - 482 grades K-8

FY30 - 550 grades K-9

It is important to note that the academy expects to receive supplemental federal funds that will



reduce some of the pressure should enrollment drop below-anticipated enrollment. These funds include PRC 060 (IDEA) Funds, PRC 050 (Title I) Funds, PRC 103 (Title II) Funds, PRC 108 (Title IV) Funds, PRC 016 (Summer Reading) Funds, and School Lunch reimbursements through the USDA.

Q16. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- I certify
- I do not certify

Applicant Comments :

Similar and shared protocols, procedures, and instructional operations through NC Educational Solutions and The Romine Group will be aligned to other schools managed by either NC Educational Solutions or The Romine Group.

Q17. Explanation (optional)



2. Non-Profit Corporation Information

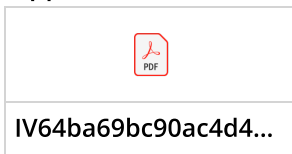
Private Non-profit Corporation (NCGS 115C-218.1)

- The nonprofit corporation must be officially authorized by the NC Secretary of State upon application submission.

Q18. Organization Type

- Non-Profit Corporation
- Municipality

Applicant Evidence :



Uploaded on **3/13/2023**
by **Joe Salisbury**

Q19. Official name of the private, non-profit corporation as registered with the NC Secretary of State

- This is the entity that will hold the Charter if final approval is granted by the NC State Board of Education.

H.Y.P.E. Leadership Academy, Inc.

Q20. Has the organization applied for 501(c)(3) non-profit status?

- Yes
- No

Q21. The private non-profit listed as the responsible organization for the proposed charter school has 501(c)(3) status:

- Federal Tax-Exempt Status (NCGS 115C-218.15)
- If the non-profit organization has yet to obtain 501(c)(3) status, the tax-exempt status



must be obtained from the Internal Revenue Service within twenty-four (24) months of the date the Charter Application is given final approval.

- Yes
- No

Q22. Attach as Appendix F Federal Documentation of Tax-Exempt Status


Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 10

Applicant Comments :

The school has applied for Non-Profit status, however, it has not been approved as of application submission.

Applicant Evidence :


SS4 HYPE.pdf

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q23. Name of Registered Agent and Address

- As listed with the NC Secretary of State

Joseph Salisbury
126 Hay Street
Fayetteville, NC 28301

Q24. Federal Tax ID

92-3297042

Applicant Evidence :


HYPE EIN CP575Noti...

Uploaded on **4/6/2023**
by **Joe Salisbury**



2023 NC CHARTER APPLICATION
NC Public Charters





3. Acceleration

Per NC Administrative Code 16 NCAC 06G .0509 (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=84R1LVelxY9lvhpKdhHt1w==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=x9VPtMUo9twbb6Q1kKyM7A==&PG=6&IRP=0>), the State Board of Education, in its discretion, may accelerate the mandatory planning year to increase the number of high-quality charter schools.

Q25. Requirements

The State Board of Education may accelerate the mandatory planning year for a charter applicant that meets the following requirements:

- (1) agrees to participate in the planning year while the charter application is being reviewed without any guarantee of charter award; and
- (2) demonstrates that there is a facility identified by the applicant that is feasible for opening on an accelerated schedule. Do you want your application to be considered for acceleration?

- Yes
- No



4. Conversion

Q39. Is this application a Conversion from a traditional public school or private school?

- Yes
- No



5. Replication

Per NC Administrative Code 16 NCAC 06G .0512, the State Board of Education (SBE) may, in certain well-defined instances, grant permission for a non-profit corporation board of directors (board) to replicate either its own successful model or to employ an educational management company (EMO) or a charter management organization (CMO) to replicate a successful model currently being operated under the management of the EMO or CMO. The SBE may also, in certain well-defined instances, grant permission for a non-profit corporation board to “fast track” such a replication by foregoing the planning year normally required for newly-approved charter applicants.

If applying for a replication, please review the following definitions and continue in this section.

- (1) "Charter school model" or "model" mean the mission as defined in the charter application and function of a charter school, including its governance, its curriculum, its organizational structure, its targeted population, and other key characteristics of the school, such as small class size, thematic academics, and extended day.
- (2) "Successful model" means a charter school model that meets the eligibility requirements in Rule .0513 of this Section.
- (3) "Replication" means the act of copying, recreating, or repeating, a successful charter school model. A "replication" requires the utilization of one charter school "model" to form the creation of a new charter school.
- (4) "Fast-Track Replication" is a special form of replication in which the approved applicant foregoes the planning year required of new charter school applicants.

History Note: Authority G.S. 115C-218.3;

Emergency Adoption Eff. August 20, 2019;

Eff. March 17, 2021.

Q56. Do you want this application to be considered for standard or fast-track replication?

- Standard
- Fast-Track



No, this is not a replication



6. Alternative

*A charter school meeting the eligibility criteria set forth in this policy and seeking designation as an “alternative school” must submit an application to the Office of Charter Schools describing in detail the school’s mission as it relates to the request for the designation; the criteria the school plans to use that will meet the eligibility requirements set forth below, including the documentation the school will use to support its admissions process; how the school intends to serve the select population, educationally and otherwise; and the goals the school is setting for academic achievement for this population. The application must also include an admission plan that is well-defined and specifically limited to serving at-risk students as described in the application. A plan that is not well-defined will not be approved.

*The school must, in its application, designate which of the alternative accountability options it is requesting under ACCT-038 (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=ACCT-038&Sch=10399&S=10399&C=ACCT&RevNo=1.02&T=A&Z=P&St=ADOPTED&PG=6&SN=true>). The option selected, if approved, cannot be changed except at the time of renewal (as outlined in CHTR-020.III (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=CHTR-020&Sch=10399&S=10399&C=CHTR&RevNo=1.02&T=A&Z=P&St=ADOPTED&PG=6&SN=true>)).

Q67. Do you want your application to be considered for an Alternative Charter School?

- Yes
- No



7. EMO/CMO

Q69. Does the Charter School plan to contract for services with an “educational management organization” or “charter management organization?”

- Yes
- No

Q70. EMO/CMO Mailing Address City, State, Zip

NC Educational Solutions

7877 Stead Rd

Utica, MI 48317

Q71. EMO/CMO Website

<https://therominegroup.com/index.php/about-the-romine-group>

The Non-Profit arm portion of the website is still under development.

Q72. Explain how the contract with the specified EMO or CMO will be in the best educational and financial interest of the charter school.



NC Educational Solutions is the non-profit Charter Management Organization of The Romine Group, Inc.

The Romine Group is a full-service educational management organization. The Romine Group has over thirty-five years of experience in assisting with the successful opening and implementation of over thirty charter schools in Michigan and North Carolina. From its inception, The Romine Group has been led by educators with the desire to positively impact the lives of children and families by offering a quality choice in education.

Under The Romine Group, NC Educational Solutions has currently established community relationships within Cumberland County and surrounding communities. The success and partnership shown with The Capitol Encore Academy were the reasons the members of the H.Y.P.E. Leadership Academy founding team contacted NC Educational Solutions for assistance in the development of this charter in the Hoke County community.

NC Educational Solutions and The Romine Group have not only supported its schools in fiscal solvency, but have supported their growth educationally, as well as in financial independence, facility acquisition, resource management, and other fiscally responsible practices. NC Educational Solutions provides support to the Board of Directors that aligns with the school mission while guiding them with the knowledge and understanding of the legal use of state and federal allocations. Additionally, The Romine Group has developed The Select Standards, which are procedures and processes to assist a new school in all areas necessary to be a success. The standards range from foundational practices in curriculum, instruction, and assessment to enrollment to Exceptional Children's services and more. They use these standards of successful practices to be a foundation that unique and focal programs are built upon.

NC Educational Solutions and The Romine Group pride themselves on the belief that every community has unique needs and within that community, every child does as well. Helping communities to create educational opportunities to support those unique needs is paramount to the maintenance and growth of our future. The Board of Directors of H.Y.P.E. Leadership Academy is aligned in that belief and as partners with NC Educational Solutions, they believe the mission and vision will come alive thereby being in the best educational and financial interest of the charter school.

Q73. [Attach as Appendix A4.1: Executed or Draft Management Contract](#)

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5



Applicant Evidence :



HYPE Proposed CMO...

Uploaded on **4/27/2023**

by **Joe Salisbury**

Q74. What other EMO/CMOs were pursued and why did the applicant select this one? Please include information regarding other management organizations' fees and financial/academic records that led to the selection of the proposed EMO/CMO as the best fit for this proposed school.



The relationship between NC Educational Solutions and H.Y.P.E. Leadership Academy developed from discussions that took place between several members of the local community experiencing success with The Capitol Encore Academy in Cumberland County. The discussions surrounding the need to provide additional opportunities to an expanding community in the nearby Hoke County led to an additional partnership with H.Y.P.E., a previously established non-profit created to help young people elevate through leadership opportunities in the community. A network emerged as multiple meetings with community representatives from the area continued. The discussions expanded to include requesting input and support from NC Educational Solutions on the partnership moving forward as H.Y.P.E. developed in the vision of H.Y.P.E Leadership Academy.

The greatest obstacles in bringing this new educational opportunity to fruition included, but were not limited to acquisition or construction of a facility; financing necessary for construction and start-up costs; implementation of a leadership program that would ensure student achievement and expansion into career pathways to further support the community; identifying a group to work with that had expertise but would remain flexible enough to work with the Board and community vision for the project; day to day operation of the school that supported the Boards vision and policies and ensured the mission was carried out; finding an organization that has established success and support in the local and/or nearby communities. The founding team members and the Board of Directors have found NC Educational Solutions to be able to support each of the obstacles presented in making this dream a reality.

The year of planning and preparation for the submission of the H.Y.P.E Leadership Academy application has provided comprehensive discussions far-reaching which have shown the level of true partnership. Despite finding a seamless fit, the team recognized the need for due diligence and researched additional management organizations.

Charter One is based out of Arizona and has expanded to NC with several charter schools and upcoming schools. They also have schools with a leadership model, what the board has viewed is that each of those schools reflects an exact likeness approach. They use the Core Knowledge curriculum and R.A.I.S.E character education to support the leadership component in every leadership model school. They do not have any schools in the Cumberland/Hoke County areas. They have schools in Raleigh, Wilmington, and Charlotte areas.

National Heritage Academies is based out of Michigan and has expanded to NC with several charter schools. Every school appears to reflect the exact same likeness with regard to curriculum, instruction, and programs. Additionally, the financial model does not lift and empower the Academy by working to build financial freedom through planning and preparation of fund balance. They do not have any schools in the Cumberland/Hoke County areas. They have several in the Raleigh, Greensboro, and Charlotte areas.

Both of these management organizations have a structured model of program design and




implementation appearing inflexible with the comprehensive needs of the community to bring innovation supporting the individual mission of the Board of Directors. Additionally, the management fee structure is more transparent and advantageous with NC Educational Solutions, as they work to build financial viability and freedom through the growth of a fund balance to meet the future needs of the school. The H.Y.P.E. Leadership Academy board believes that the success points, resources, experience, established networks and relationships in the local communities along with the values, understanding, and support to design an education program that meets the needs of its local community, is evidence that the partnership with NC Educational Solutions as the H.Y.P.E. Leadership Academy's CMO is favorable. For these reasons and beyond, the Board of Directors selected this applicant as the best fit for the H.Y.P.E. Leadership Academy.

The Board recognizes the responsibility for holding NC Educational Solutions, or any other CMO, accountable for the responsibilities outlined in a management agreement and ensuring that our students and school's best interests come first at all times.

Q75. Provide and discuss student performance, governance performance, and financial data from other schools managed by the management company to demonstrate how this organization is a good fit for the targeted student population. Nationally, what are the highest and lowest-performing schools of the EMO/CMO? Why are these two schools so different in overall achievement?

Due to the performance in student data, governance, and finances, as well as their philosophy, and established relationships within the community, the H.Y.P.E. Leadership Academy Board of Directors believes this partnership is the best fit for the target population. Please see the attached narrative for additional data responses.

Applicant Evidence :


Q75 EMO Performan...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q76. Describe how the governance structure will be affected, if at all, by the EMO/CMO, and particularly discuss how the board of directors of the charter school will govern the school independently of the EMO/CMO.




The H.Y.P.E. Leadership Academy Board of Directors will be responsible for the oversight and governance of the school. This governance will start with identifying and adopting policies related to academics, discipline, personnel, finances, and compliance. A key component to ensuring that these policies are upheld will be in managing the Board's contractual relationship with NC Educational Services, NCES, and developing and upholding measures of accountability for the CMO. NC Educational Services will be held responsible for the successful operation of the school and its ability to provide academic results. The Board will demonstrate due diligence when considering information and recommendations made by NC Educational Services concerning staffing, budgets, policies, rules, compliance, and general operational decisions. The Board will, at all times, have the authority to make decisions based on the schools best interest pertaining to governance, accountability, contractual relationships, and compliance with State and Federal guidelines. The H.Y.P.E. Leadership Academy Board of Directors will govern the school independently of the CMO, NC Educational Solutions.

Q77. Provide a description of the relationship that will exist between the charter school employees and the Management Organization.

The H.Y.P.E. staff will fall into two categories of employment. First, they will be directly employed by the school. This will ensure that the board has the final say in staffing. Second, they will also be jointly employed through NC Educational Solutions. This partnership will allow staff to join NC Educational Solutions's Health Insurance and 401(k) programs, and keep the costs of Health Insurance lower in the school. This joint employment will indicate that the hiring of a teacher is subject to review and approval of the Board, as is termination or any other related action concerning their employment. The employees will pursue integrating the Board's mission and vision into the school while operating under the guidance of the adopted policies. All employees will operate within the guidelines of the NC Educational Solutions's Employee Handbook as well as the H.Y.P.E. Staff Handbook that will be developed by the administration team prior to the school's opening.

Please see attached H.Y.P.E. Leadership Academy Organizational Chart

Applicant Evidence :


HYPE Leadership Or...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Q78. Explain how the contract includes measurable objectives whereby the charter



school board can evaluate annually the performance of the EMO/CMO, and if necessary, terminate the contract without significant obstacles.

H.Y.P.E. Leadership Academy utilizes its mission, vision, and beliefs to fulfill its educational program through a focus on goal planning and attainment. In order to attain the mission and vision, H.Y.P.E. Leadership Academy has four mission-specific goals. The four goals are the core of the program.

These goals are often referred to as pillars because they act as the foundation for the entire program. These goals are used for monitoring the progress of our program, as well as for decision-making purposes for alterations, deletions, and additions to our program. H.Y.P.E. Leadership Academy will utilize the big arrow philosophy in working with program planning. What this means is that when making decisions it is necessary to ensure that all elements of the program are designed to help achieve the Academy's goals. If an element does not align properly with the attainment of a goal they must choose to take a different route or course of action.

Each goal includes a research-based rationale to explain its importance to the growth and development of the students. Additionally, each goal includes performance indicators, which help to understand how to attain that goal. The goal progress is monitored throughout the year and assessed annually. Over time, it is essential that goals are adjusted and revitalized as educational, community, and societal needs change.

In addition to the mission-specific goals or program goals, performance goals have been set forth to evaluate the CMO. These goals, while aligned with the mission-specific program goals, also include additional organizational goals. The two evaluative summaries provide detail on the organizational goals and measurable objectives.

Please see the attachments CMO Measurable Objectives H.Y.P.E. Mission Specific Goals.

Applicant Evidence :

	
H.Y.P.E. CMO Measu...	HYPE Mission Specifi...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Uploaded on **4/25/2023**
by **Angela Gilbert**



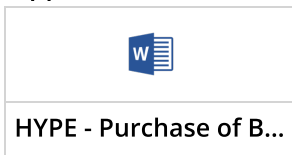
Q79. Is the facility provided by the EMO/CMO?

- Yes
 No

Q80. Attach as Appendix A4.2 Facility Buyout Agreement, if applicable

Please see the attached buyout agreement. This is a draft as the final costs of the overall project have not been determined. The plan for this deal would be for H.Y.P.E. to purchase municipal bonds sometime around year 5.

Applicant Evidence :



Uploaded on **4/27/2023**
by **Joe Salisbury**

Q81. List the fund balance and surpluses for each school managed by the EMO/CMO over the last three years in North Carolina.

The Capitol Encore Academy - FY20 - \$1,031,492

The Capitol Encore Academy - FY21 - \$1,274,452

The Capitol Encore Academy - FY22 - \$1,266,228

Q82. Attach Appendix A4.3: EMO/CMO Financial History Provide as Appendix A4.3 the financial history and statements of the EMO/CMO over the last three years. Specifically, if contracting with an EMO, provide confirmation that the EMO is in good standing by providing bank statements from the prior three years.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30


Total Files Count: 6

Applicant Comments :

As a brand new Non-Profit organization, NC Educational Solutions does not yet have a financial history.



Applicant Evidence :


NCES Financial Histo...

Uploaded on **4/28/2023**
by **Joe Salisbury**


Q83. Attach Appendix A4.4: IRS Form 990 Provide as Appendix A4.4 the IRS Form 990 (or equivalent documents if the organization does not file a 990) for the prior three years

Upload Required File Type: pdf, image, word Max File Size: 30 Total Files Count: 10

Applicant Comments :

NC Educational Solutions is a new entity and does not have any Form 990s at this time.

Applicant Evidence :


NCES Financial Histo...

Uploaded on **4/28/2023**
by **Joe Salisbury**



8. Mission Purposes, and Goals

8.1. Mission and Vision

The mission and vision statements, taken together, should:

- Identify the students and community to be served;
- Illustrate what success will look like; and
- Align with the purposes of the NC Charter School Law.

Q84. Please state the mission statement of the proposed charter school (35 words or less)

- The mission statement defines the organization's purpose and primary objectives, describing why it exists.
- The mission statement should indicate in measurable terms what the school intends to do, for whom, and to what degree.

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.

See attached Vision, Mission, and Mission Specific Goals for expansion.

Applicant Evidence :



Uploaded on **4/25/2023**
by **Angela Gilbert**

Q85. Please state the vision statement of the proposed school.

- What will the school look like when it is achieving the mission?
- The vision statement outlines how the school will operate and what it will achieve in the long term.



Vision: We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- Respect – *regard for themselves, others, and their communities*
- Responsibility – *ownership for their actions/decisions and empowered to lift others*
- Resourcefulness – *the ability to utilize their resources to solve problems*
- Resilience – *being able to persevere through repeated challenge*
- Servant Leader - *leading by example, lifting self and others*

Motto: H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*

Mission: H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.

Please see the attached Vision, Mission, and Mission Specific Goals summary document.

Applicant Evidence :



Uploaded on **4/24/2023**
by **Angela Gilbert**







Q86. Educational Need and Targeted Student Population of the Proposed Charter School Provide a description of the Targeted Population in terms of demographics. In your description, include how this population will reflect the racial and ethnic composition of the school system in which it is located. Additionally, how it will reflect the socioeconomic status of the LEA, SWD population, and ELL population of the district? See G.S. 115C-218.45(e) (<https://www.ncleg.net/EnactedLegislation/Statutes>)



[/PDF/BySection/Chapter_115C/GS_115C-218.45.pdf\).](#)

H.Y.P.E. Leadership Academy will be targeting Kindergarten through twelfth-grade students primarily in the Raeford and western Fayetteville areas who are interested in a structured approach to developing their child to become leaders of themselves and others while driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. The students would represent a diverse community mirroring the population of Raeford within Hoke and surrounding counties, in ethnicity, socio-economic background, and intellectual academic level, in addition to civilian and military-connected populations. H.Y.P.E. Leadership Academy will recruit and be open to all age-appropriate children including students with disabilities and English Language Learners. H.Y.P.E. Leadership Academy stands on the belief that students, families, staff members, and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, resilience, and intends to target students and families that want to be a part of that experience.

Applicant Evidence :

			
HYPE - Admission's P...	H.Y.P.E. Enrollment ...	Future Hoke Builds.x...	Screenshot 2023-04-...
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Screenshot 2023-04-...	Hoke County Demog...		
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Q87. What are the enrollment trends and academic performance outcomes of surrounding schools in the selected community? What elements of your educational model will meet the needs of your target student population?



Hoke County Public Schools currently operates eight elementary schools, three middle schools, one high school, one alternative school, and one early college. Ten of the schools are currently rated as D or below according to the NC School Report Card, with only one school, the early college high school, scoring above a C. Six of the 13 public schools, not including the alternative school program, are designated as low performing. Overall, math and reading proficiency fall below the state averages with 59% of Hoke County Public School students rated not proficient in math in both math and reading. The comparable averages for the state are 50% in math and 52% in reading.

The average number of students per school exceeds the state average in elementary, middle, and high school reflecting population growth in the county that has stretched capacity within the school system. Despite a slight retraction in enrollment during the height of the COVID-19 pandemic, overall enrollment trends for Hoke County Public Schools show a nearly 10% increase in student enrollment over the past 10 years, with nearly 1% growth for the 2022-2023 school year exceeding the enrollment downturn during the two preceding school years. (See data table below)

The H.Y.P.E. Leadership Academy model is designed to develop all students to be leaders of themselves and others. In addition to that the Academy will be partnering with local organizations with mutual benefit in supporting students to choose career pathways in entrepreneurship, health and wellness, and college preparatory. Partnerships will include, but not be limited to local hospitals, recreational centers, businesses, and colleges. H.Y.P.E. Leadership Academy targets those families with or with the desire of children they want to grow in the capacity of leadership and in one of the three career pathways of the Academy. It is highly likely that families within this community and more specifically the organizations we are partnering with, will seek the generational plan following the path of their parents.

In addition to the design of the educational program, according to the student performance data of surrounding schools within Hoke County, performance of students is low with 59% rated not proficient in both reading and math. H.Y.P.E. Leadership Academy will meet the needs of the target population through a Multi-Tiered Support System (MTSS), research-approved curriculum, pathway-specific electives courses, community service opportunities, incorporation of a Leader in Me (LiM) leadership and problem-based learning block, and continued professional development for teachers in Teach Like a Champion (TLAC) and LiM instructional models.

Year	Students	Percent
22-23	9088	0.81%
21-22	9015	-0.29%



20-21	9041	-0.25%	
19-20	9064	0.71%	
18-19	9000	4.52%	
17-18	8602	0.58%	
16-17	8552	1.71%	
15-16	8407	0.50%	
14-15	8365	1.42%	
13-14	8247		
Total Increase		9.71%	<- 10-Year Increase

Q88.What will be the total projected enrollment at the charter school and what percentage of the Average Daily Membership (ADM) does that reflect when compared to the Local Education Agency (LEA) of the same offered grade levels? (i.e. If the proposed school will be grades 9-12, only compare the total enrollment to the total enrollment of the LEA in grades 9-12).

Once the school is fully enrolled as a K-12 charter, the total population will be 835. Of that population, 5.5% is reflective of ADM from Hoke County and .5% is reflective of ADM from Cumberland County. With the expected growth in Hoke County through 2030 and beyond, we feel that 5.5% is a high estimate of what the actual ADM will be by year 5 of our application.

Q89.Summarize what the proposed school will do differently than the schools that are now serving the targeted population. What will make this school unique and more effective than the currently available public-school options?



The unique instructional program of the H.Y.P.E. Leadership Academy combines the major instructional methods and the assessment strategies to meet the needs of our target student population by engaging them in rigorous academic instruction with techniques from Teach Like a Champion through models of the See, Do, Get paradigm found in the Leader in Me program while utilizing both indirect and direct instruction. Formative and summative assessment data will be used to drive instruction and assist students in reaching academic excellence. This instructional model will be realized through the culture of leadership activated through the teaching and learning of our pillars, respect, responsibility, resourcefulness, and resilience through the Leader in Me program so we can empower students to choose a career pathway toward success, building the next generation of community activists.

The curriculum at H.Y.P.E. Leadership Academy will be future-focused and include content in Science, Technology, Engineering, Math, Humanities, Social Sciences, Arts, World language and culture, Life Skills, and The Leader in Me Principles. Students will learn to think critically, problem solve, synthesize information, and communicate effectively through multiple modes. The curriculum for each level of learning is research based, follows the North Carolina Standard Course of Study, and follows a well-defined pacing guide that provides opportunities to complete all instruction in the time allotted. Opportunities are provided daily for leadership development and project-based learning activities. This project based learning will incorporate partnerships with local organizations to provide hands-on and engaging learning opportunities for students creating additional unique learning opportunities.




In summary, the unique combination of curriculum, teaching, and community engagement at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. A unique approach to the surrounding schools, H.Y.P.E. will also be utilizing a constructivist learning theory approach emphasizing collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, the HMH Anywhere curriculum, and the 63 Teach Like a Champion techniques for optimal engagement and rigorous instruction, the targeted student population will not only close achievement gaps, but develop their servant leadership through the H.Y.P.E. pillars of Respect, Responsibility, Resourcefulness, and Resilience driving academic improvement and success for all learners making H.Y.P.E. Leadership Academy a unique learning opportunity for the target population of Raeford within Hoke County.

Q90. Describe the relationships that have been established to generate support for the school. How have you assessed demand for the school? Briefly describe these activities and summarize their results



Many relationships have been established and continue to be fostered to generate support for H.Y.P.E. Leadership Academy. These relationships began with the initial founding team members, expanded to the Board of Directors all residing in the local community and surrounding areas. These local leaders and community leaders have networks and outreach that expand throughout all facets of the community including the military, educational, business, and religious realms. In addition to that, partnerships have begun to form within the direct and surrounding community. Families throughout Raeford, Hoke County, and surrounding communities have been surveyed and already show support for H.Y.P.E. Leadership Academy.

Applicant Evidence :

		
MOU H.Y.P.E. and Fir...	Copy of MOU H.Y.P.E...	_Potential Charter Sc...
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Q91. Attach Appendix A: Evidence of Community/Parent Support.

- Provide evidence that demonstrates parents and guardians have committed to enrolling their children in your school.
- You must provide evidence through a narrative or visual of this educational need through survey data, or times and locations of public meetings discussing this proposed charter school.
- (Please do not provide more than one sample survey form).

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :

	
_Potential Charter Sc...	_Potential Charter Sc...
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8.2. Purposes of the Proposed Charter School

Q92. Select one or more of the six legislative purposes the proposed charter will achieve, as specifically addressed in the NC charter school statute GS 115C-218, and the



proposed school's operations. The Six Legislative Purposes of a Charter School are:

- Create new professional opportunities for teachers, including the opportunities to be responsible for the learning program at the school site.
- Hold schools accountable for meeting measurable student achievement results.
- Provide parents and students with expanded choices in the types of educational opportunities that are available within the public-school system.
- Improving student learning.
- Increasing learning opportunities for all students, with a special emphasis on at-risk or gifted students.
- Encourage the use of different and innovative teaching methods.

Q93. Provide a brief narrative to coincide with each applicable legislative purpose(s).



Purpose 1 Create New Professional Opportunities for Teachers: Teachers that work at H.Y.P.E. Leadership Academy will have the opportunities to become a facilitator for empowering students to choose a career pathway toward success, building the next generation of community activists through academic excellence and a culture of leadership. Unlike a traditional school setting, teachers will be asked to design and create their own professional opportunities within the school site using the Leader in Me model and a constructivist learning theory. Teachers will design opportunities to empower their students to generate alternatives or solve problems that are identified within their community. Guiding the students to become community activists provides teachers with professional opportunities to create organizations and community service activities. By partnering with hospitals, fitness centers, and local aquatics teams, facilities and grounds will be available for teachers and students to build community relationships that can benefit all members of the school and Life Center communities. The Leader in Me program provides new professional opportunities within the school site to help students discover problems within their community, research possible solutions, and develop a project that either proposes to solve the problem or demonstrates a possible solution to the problem under the leadership of their teachers. Teachers will lead students to discover career options within entrepreneurship, health and wellness, or college preparation pathways, and teachers will facilitate student growth within these pathways. Teachers will have opportunities to lead instruction not only in their classroom, but within the grounds and facilities of local hospitals and other community partnership locations. Teachers can participate in coaching activities, lead community service activities, guide students through presentation of projects to members of both the school and Life Center communities, and design and facilitate problem-based learning projects using the Leader in Me models. The school will provide a minimum of two weeks of intensive training in the use of The Leader in Me, Teach Like a Champion and the HMH Anywhere curriculum prior to the first day of school. This will allow staff members and faculty to immediately and accurately implement and reflect the school's program. Ongoing professional development days and weekly professional learning communities will ensure the program's leadership culture remains intact.

Purpose 2 Hold Schools Accountable for Meeting Measurable Student Achievement Results:

In alignment with North Carolina Department of Public Instruction's Accountability model, H.Y.P.E. Leadership Academy recognizes the accountability for both student achievement and student growth. H.Y.P.E. Leadership Academy will utilize both school-wide assessments to guide instruction, as well as state standardized testing (BOG, EOG, EOC's, ACT, Key) at the appropriate grade levels as an evaluation of instruction. Student growth throughout the year will be monitored through data acquired from beginning of year, middle of year, and end of year benchmark testing in ELA, Math, and Science (as determined by grade-level). Teachers will be held accountable for student learning through teacher evaluations, student achievement scores, student growth in performance on benchmark testing, parent feedback, as well as school-wide formative and summative assessments. When applicable, teacher performance pay and/or incentive pay will be implemented, while



employees with poor performance records are not retained or promoted.

Purpose 3: Provide Parents and Students with Expanded Choices in Educational

Opportunities: H.Y.P.E. Leadership Academy's mission is to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. Students at H.Y.P.E. Leadership Academy will choose a selected career pathway in business, health and wellness, or college preparatory, embodying our four pillars to guide them: Respect, Responsibility, Resourcefulness, and Resilience to become a servant leader. Our students and teachers will provide the surrounding community with a quality educational choice that will produce leaders who are disciplined to work towards the future in their selected pathway. Incorporating the Leader in Me instructional model sets H.Y.P.E. Leadership Academy apart from the surrounding schools, with the nearest school in North Carolina twenty miles north and the nearest school in South Carolina forty miles south. With the very limited schools available with a focus on leadership and the use of the Leader in Me curriculum, H.Y.P.E. Leadership Academy provides an expanded educational choice that meets the needs of effective student learning, embraces a culture of leadership and community responsibility, and provides the community with the support and outreach that has been unavailable.

Purpose 4 Improving Student Learning: The design of H.Y.P.E. Leadership Academy naturally lends itself to the learning of all students by incorporating curriculum resources that have been utilized with populations similar to our targeted population with high success rates. H.Y.P.E. Leadership Academy will incorporate the Leader in Me (LiM) model, the Teach Like a Champion Techniques, and HMH Anywhere curriculum. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, school wide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. These schools have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates typically decrease by 3%. In addition, the HMH Anywhere curriculum is a world-wide integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend from benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best-practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMov, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs



to be actively and intentionally shaped by the teacher, which is the focus behind the techniques.

Purpose 5 Increasing Learning Opportunities for All Students: Students at H.Y.P.E. Leadership Academy will receive differentiated instruction both within and outside of the classroom through incorporation of the LiM model and incorporation of the Multi Tiered System of Supports (MTSS). The LiM lessons not only teach students a common language and thought process surrounding the concepts of leadership, but empowers students to find a problem in their community, design possible solutions, and then share those solutions with their community. Through this process, students are provided time each day within differentiated cluster groups with a teacher facilitator to work at their own comfort levels on projects. Within H.Y.P.E. Leadership Academy, MTSS Tier I interventions address the needs of all students through the common curriculum components of LiM, TLAC, and HMH Anywhere. Tier II interventions occur in the classrooms through small group differentiated instruction with the push ins of MTSS, AIG, ELL, or EC specialists. Tier III interventions occur outside of the classroom in either small groups or 1:1 with the MTSS, AIG, ELL, or EC specialist. In this way, every student receives the level of instruction they are able to be successful at, while maintaining a constant movement with the NC Standard Course of Study.

Purpose 6 Encourage the Use of Different and Innovative Teaching Methods: H.Y.P.E. Leadership Academy is a unique collaboration between community needs and best practices in leadership schools across the country that incorporates research-based strategies to model and facilitate future leaders with different and innovative teaching methods. H.Y.P.E. Leadership Academy will utilize the Leader in Me (LiM) instructional tools to empower students to be change-makers, servant leaders, and successful professionals in their selected career pathway. By incorporating the See-Do-Get cycle aligned with all core subjects, students learn how to become change-makers within their communities. Students learn that what they “see” can shift with where they are looking from, their past experiences, and what their intent is in their observations - it is important for the students to understand that people see the world differently, they are their paradigms. Next, students learn that “DO” is a behavior or the actions that they exhibit. The “DO” can be based on what an individual saw and wants to effect change on, or it can be the start of the cycle. “Get” is the results that are achieved from what was done. Not only will H.Y.P.E. Leadership Academy will provide an opportunity to expand educational choices for students in the Raeford area, but will provide leadership opportunities that are designed to empower students, create activists for positive changes in their communities, and foster an environment in which all students can learn.

8.3. Goals for the Proposed Charter School

Q94. Provide specific and measurable goals for the proposed school for the first 5 years of operation outlining expectations for the proposed school's operations, academics,



finance, and governance. Address how often, who, and when the information will be communicated to the governing board and other stakeholders.



H.Y.P.E. Leadership Academy governance has developed mission-aligned performance goals expanding across operations, academics, and finance which are attached. In addition to those goals, the following goals are in place as the school develops within the first 5 years;

Operational:

Goal 1: Facility - Acquire the purchase of the facility.

Objective 1: Build fund balance to 20% by increasing enrollment through 2030.

Objective 2: Sell municipal bonds to purchase facilities in 2030.

Objective 3: Sell municipal bonds for additional purchase to cover facility cost expansion for year 10.

Goal 2: Staffing - Establish and maintain staffing structures that support the fluidity of students.

Objective 1: Recruit and hire staffing based on anticipated enrollment in support of mission-specific programming.

Objective 2: Maintain staffing and expand based on the fluidity of students and positive climate and culture.

Goal 3: School Process/Procedures - Use sound processes and procedures to maintain safe and legal operations of the school.

Objective 1: create day-to-day procedures to use within the facility.

Objective 2: train staff on day-to-day procedures.

Objective 3: review, update, and maintain procedures as necessary.

Governance:

Goal 1: Partnerships - The Board of Directors in conjunction with the school leadership team seeks to establish a community presence.

Objective 1: Increase community partnerships by 1-2 each year up to year 5.

Objective 2: Board members participate in outreach to engage local networks for the continued support of the school.

Goal 2: Board Development - The Board of Directors will be engaged.

Objective 1: Each board member will participate in at least 2 hours of training each year.



Objective 2: Board members will use individual skill sets to help support challenges and growth opportunities for the school.

Financial:


Goal 1: The school will establish a fund balance between 12-15% of school expenditures.


Objective 1: 15% of the school's expenditures are percentage based meaning fluid with student enrollment.

Objective 2: The staffing structure is one that creates fluidity.

Academic: (are attached)

Applicant Evidence :


HYPE Mission Specifi...


HYPE - FY26-30.xlsx


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by **Angela Gilbert**

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by **Joe Salisbury**

Q95. How will the governing board know that the proposed public charter school is working toward attaining their mission statement?

The governing board has established mission specific goals with performance indicators for each goal. These goals will be the guiding direction for decision making. Performance related to these goals and indicators will be reported on throughout each school year. The attainment of the goals leads to the attainment of the mission.

Applicant Evidence :


HYPE Mission Specifi...

Uploaded on **4/27/2023**
by **Angela Gilbert**





9. Educational Plan

9.1. Instructional Program

Q96. Provide a detailed description of the overall instructional program of the proposed charter school, including:

- major instructional methods
- assessment strategies, and
- explain how this instructional program and model meet the needs of the targeted student population



H.Y.P.E. Leadership Academy will be designed to empower students to choose a career pathway toward success, building the next generation of community activists through academic excellence and a culture of leadership. The major instructional methods will include the Leader in Me curriculum, Indirect instruction, Teach Like a Champion instructional techniques, and Direct Instruction.

Following the Leader in Me guidance, students at H.Y.P.E. Leadership Academy will take the role of leadership within the school setting: students will run assemblies, schedule award ceremonies, give tours of the building, welcome visitors into the classroom, etc. Using the See-Do-Get cycle: students will use the model from The Leader in Me for their leadership development, which is aligned with all core subjects. In this leadership model, students learn that what they “see” can shift with where they are looking from, their past experiences, and what their intent is in their observations - it is important for the students to understand that people see the world differently, they are their paradigms. Next, students learn that “DO” is a behavior or the actions that they exhibit. The “DO” can be based on what an individual saw and wants to effect change on, or it can be the start of the cycle. “Get” is the results that are achieved from what was done. This cycle can start in any section, always moves clockwise, and has different outcomes based on where the student starts. For example, if the student is being asked to accept a change, they will start in the Get (results) section of the model, then move to how they see these results (pros and cons), and then will choose their actions based on what/how they see these changes.

Throughout the day teachers will incorporate indirect instruction. This type of instructional method is mainly learner-driven with the teacher becoming a facilitator, supporter, and resource person. Because it is learner-driven, it includes a high level of learner involvement in observing, investigating, drawing inferences, or forming hypotheses. This strategy takes advantage of learners’ interests and curiosity and encourages learners to generate alternatives or solve problems. Some examples of indirect instruction are problem-solving, case studies, close activities reading for meaningful reflective discussion, and concept mapping.

At appropriate times, teachers will incorporate direct instruction. This type of instruction is instructor-directed. It is important for providing information or developing step-by-step skills. Some examples are lectures, questioning, explicit teaching, and demonstrations.

H.Y.P.E. Leadership Academy will incorporate assessment strategies that are both specific to district requirements and school-specific needs. District Assessments include the WIDA screener for English Learners, the ACCESS assessment for English Learners, and the Naglieri Nonverbal test (NNAT) in grades 3, 5, and 7 to identify AIG learners. NNAT is a nonverbal K-12 assessment that measures reasoning skills with different types of problem-solving and reasoning questions. The NNAT is a group-administered aptitude test commonly given as an entrance exam into a school's gifted programs. In addition, students will be given age-appropriate assessments throughout the school year.



Students in grades Kindergarten through second-grade standardized tests will include reading at the beginning of the year, middle of the year, and end of the year, NC-approved benchmark testing in ELA, and Math for the beginning of the year, middle of the year, and end of the year. Also included in this grade band of assessments will be SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Teachers will use rubrics to assess modified PBLP, Project Based Learning Projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, and interactive applications such as BrainPop Jr., MathCats, ABCya, Epic Books, and Splash Learn.

In grades three through five, standardized tests will include reading at the beginning of the year, middle of the year, and end of the year (3rd grade only), NC-approved benchmark testing in ELA and Math for the beginning of year, middle of year, and end of year, Beginning of grade (BOG) 3 (3rd grade only), Read to Achieve (3rd Grade Only), North Carolina NC Check-Ins for ELA, Math, and 5th Grade Science, and North Carolina End-of-Grade Tests in ELA, Math, and 5th Grade Science. As with the lower grades, teachers will use SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Rubrics, Peer Critiques, and Gallery Walks will be used to assess PBL projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, interactive applications such as BrainPop, MathCats, ABCya, Splash Learn, Kahoot, Blooket, Quizizz, Epic Books, and PBS Kids.

Students in grades six through eight will be issued standardized tests that include NC-approved benchmark testing in ELA and Math for the beginning of the year, middle of the year, and end of the year, North Carolina Check-Ins for ELA, Math, and 8th Grade Science, and North Carolina End-of-Grade Tests in ELA, Math, and 8th Grade Science. SchoolNet test banks will continue to be used to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Teachers will continue to use rubrics, student self-evaluations, Peer Critiques, and Gallery Walks to assess PBL projects. A variety of formative assessment tools will be used to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, and interactive applications such as BrainPop, Kahoot, Blooket, Quizizz, Epic Books, and Khan Academy.

In grades nine through twelve, students' standardized tests will include North Carolina Check-ins for Math 1, Biology, and English II, North Carolina End-of-Course Tests in NC Math 1, NC Math 3, English II, and Biology, 10th Grade Pre-ACT, and 11th Grade ACT. In addition, some CTE electives will require either evidence of learning or CTE state exams at the conclusion of the course. will use SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Rubrics, student self-evaluations, Peer Critiques, and Gallery



Walks will continue to be used to assess PBL projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, interactive applications such as Kahoot, Quizizz, Khan Academy, Phet, Canva, and Arduino Science Journal.

H.Y.P.E. Leadership Academy will meet the needs of the target population through a Multi-Tiered Support System (MTSS), research-approved curriculum, pathway-specific electives courses, community service opportunities, incorporation of a Leader in Me (LiM) leadership and problem-based learning block, and continued professional development for teachers in Teach Like a Champion (TLAC) and LiM instructional models.

MTSS is a guiding framework for educators, school, and district leaders to remove barriers to learning at the systems level, use evidence-based practices to support the whole child along a tiered continuum, and make decisions for targeted and intensive interventions based on data. Using MTSS specialists, students are identified and then provided appropriate services to promote success and meet the student's needs at their levels. This occurs through a three-tiered system.

- At H.Y.P.E. Leadership Academy, Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, encompassing the Leader in Me (LiM) models and using Houghton Mifflin Harcourt (HMH) Anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects. H.Y.P.E. Leadership Academy will provide a focus on developing future global leaders, through instilling a culture of servant-leaders that possess qualities of respect, responsibility, resourcefulness, and resilience.
- Tier II interventions will occur in the classroom as small-group instruction, using HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, Academically or Intellectually Gifted (AIG), Exceptional Children (EC), and English Language Learners (ELL) specialists will push in or pull students out during this time for differentiated instruction based on the students' needs.
- Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. These interventions are individualized pull-out sessions for students that will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction.

The students at H.Y.P.E. Leadership Academy will have the opportunity to use the Houghton Mifflin Harcourt (HMH) Anywhere Curriculum for all core subjects. This curriculum uses a single log-in opportunity with interactive learning that is cross-curricular. This curriculum incorporates accelerated activities, projects, intervention activities, and assessment opportunities for all students.



The targeted population of students will be met at H.Y.P.E. Leadership Academy through focused elective courses. Students in Grades K - 8 will have elective courses that align with each of H.Y.P.E. Leadership Academy's three tracks, Health and Wellness, Entrepreneurship, and College readiness, in a quarterly rotation throughout the school year. Students will receive a combination of each track throughout the year in grades K-8, before being asked to choose a specific track in high school. In the 9th grade students will choose a track to focus on, and their electives will align with that pathway.

- For the entrepreneurship track, students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering, and Math (STEM). Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills. Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business-related products. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in a variety of leadership, career, and business courses. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

* The electives offered for the Health and Wellness pathway have been selected to enhance lifelong athleticism goals, instruct in a variety of health and wellness offerings, and to provide opportunities for students to learn more about professions in the health and wellness fields. As early as Kindergarten students will begin taking health and physical education courses. In grades 3-5, the courses will begin to look at more advanced skills. Students in grades 6-8 will take courses that include specific skill sets in selected fields of health and wellness. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in a variety of related career fields and participate in activities outside of the school setting. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

- The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses. Students in grades 3-5 will begin learning a world language with a world cultures art. In grades 6-8, students will continue with a more advanced world language with a world cultures art. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, as well as a variety of electives that will prepare them for success in any post-secondary endeavor. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

H.Y.P.E. Leadership Academy will use Community Service Opportunities to continue to meet the needs of our targeted student population. In addition to core academic programs, the Leader in Me program is CASEL-approved for Social-Emotional Learning (SEL) to meet the State's needs for an SEL program in all public school settings. In alignment with the pillars of our school and in keeping with the focus on developing future global leaders with the ability to be servant leaders through respect,



responsibility, resourcefulness, and resilience, community service opportunities will align with the three areas of focus within the H.Y.P.E. Leadership Academy: entrepreneurial ship, health and wellness, and college preparatory. Students will be provided opportunities to assist with coaching opportunities, assist athletic trainers, assist in the CNA program, volunteer at Cape Fear Medical Center, etc., and work with Methodist University in their Leadership program through Tally Leadership Center, to name a few.

The use of the Leader In Me Project Block, built into the daily instructional schedule, will help to meet the needs of our targeted learners by developing a common language and process in all content areas. Students in grades K-12 will utilize the Leader in Me (LiM) paradigm to develop skills in 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self-direction, 8) creativity, 9) cross-cultural skills and 10) teamwork in all of their core and electives courses. Preparing our students to become global leaders in their areas of focus. Through this model, H.Y.P.E. Leadership Academy will continue to focus on empowering students to build their ability to become successful servant-leaders through respect, responsibility, resourcefulness, and resilience. Allowing them to become the next generation of community activists. All K-5 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive LiM instruction and guidance with their problem-based Learning project. Students in grades 6-8 will continue with their LiM models in core classes, and receive 60 minutes of differentiated instruction in cluster groups daily, during which time students will receive LiM instruction and work on their problem-based projects. All 9 - 12 students will participate in a semester-long mandatory leadership elective once a year, where they will continue to receive the LiM leadership curriculum and work on project-based learning projects.

In addition, H.Y.P.E. Leadership Academy will provide After School Community Education programs to reach out to families with target students that can benefit from an extended day at school.


Meeting the needs of the targeted student population through Teach Like a Champion paradigm and professional development. The Teach Like a Champion paradigm establishes best practices for all learners with specific focus techniques. Using this paradigm with all teachers creates another common language and shared resources within the school community for the continuity of instructional practices. These research-based best instructional practices assist teachers in providing a systematic, rigorous, and engaging learning environment that sets students up for success. Using these common instructional strategies allows students to know the expectations, and the languages that align with those expectations, and learn to self-monitor their behaviors to align with best practices to improve their learning outcomes. Used In conjunction with the Leader in Me practices, students attending H.Y.P.E. Leadership Academy will leave their school with languages for leadership, empowerment, behavior management, self-goals, and the ability to communicate their needs and desires in a variety of ways and in a variety of settings.

In summary, the overall instructional program of the H.Y.P.E. Leadership Academy, including the



major instructional methods and the assessment strategies will meet the needs of our target student population by engaging them in rigorous academic instruction with techniques from Teach Like a Champion through models of the See, Do, Get paradigm found in the Leader in Me program utilizing both indirect and direct instruction. Formative and summative assessment data will be used to drive instruction and assist students in reaching academic excellence. This instructional model will be realized through the culture of leadership activated through the teaching and learning of our pillars, respect, responsibility, resourcefulness, and resilience through the Leader in Me program so we can empower students to choose a career pathway toward success, building the next generation of community activists.

Applicant Evidence :


HYPE Master Schedu...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q97. Will the proposed charter school serve a single-sex student population?

- Yes
- No

Q101. Curriculum and Instructional Design Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure for each grade span (i.e. elementary, middle, high) the school would ultimately serve.



At H.Y.P.E. Leadership Academy, the basic learning environment would be based on the needs of the grade band of students and the inclusion of the Leader in Me (LiM) program throughout all grades. Within H.Y.P.E. Leadership Academy, all instruction will be classroom based, with the primary role of the teacher as a facilitator. Classrooms in grades K-2 will have a maximum of 20 students. The K-2 grade band will have six blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 90-minutes of English Language Arts Instruction, 90 minutes of Math Instruction, and 60 minutes of alternating Social Studies and Science Instruction. All students in grades K-2 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Athletics, and College-Preparatory. In addition, all students in grades K-2 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades K-2 daily schedule below.

Classrooms in grades 3-5 will have a maximum of 25 students. The 3rd-5th grade band will have seven blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 60 minutes of English Language Arts Instruction, 60 minutes of Math Instruction, 60 minutes of Social Studies Instruction, and 60 minutes of Science Instruction. All students in grades 3-5 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Health and Wellness, and College-Preparatory. In addition, all students in grades 3-5 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades 3-5 daily schedule below.

Classrooms in grades 6-8 will have a maximum of 25 students. The 6th-8th grade band will have six blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 80 minutes of English Language Arts/Social Studies Instruction, 80 minutes of Math Instruction, and 80 minutes of Science Instruction. All students in grades 6-8 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Health and Wellness, and College-Preparatory. In addition, all students in grades 6-8 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades 6-8 daily schedule below.

Classrooms in grades 9-12 will have a maximum of 26 students. The high school students will follow four blocks of semester-long instruction, rotating each semester. Following North Carolina DPI's guidance, all students will take an English, a Math, a Social Studies, and a Science course each year, as well as having the opportunity to take one required LiM yearly elective, and an additional 3 electives per year based on their selected pathway. The LiM elective will provide time for continued leadership instruction, as well as provide time for problem-based learning time for projects and presentations. Refer to the example grades 9-12 daily schedule below.



The curriculum at H.Y.P.E. Leadership Academy will be future-focused and include content in Science, Technology, Engineering, Math, Humanities, Social Sciences, Arts, World language and culture, Life Skills, and The Leader in Me Principles. Students will learn to think critically, problem-solve, synthesize information, and communicate effectively through multiple modes.

The curriculum for each level of learning is research-based, follows the North Carolina Standard Course of Study, and follows a well-defined pacing guide that provides opportunities to complete all instruction in the time allotted. Opportunities are provided daily for leadership development and project-based learning activities.

The core courses of English, Math, Science, and Social Studies would use HMH Anywhere grades K-12. All classes (core and elective) will align with the North Carolina Standard Course of Study (NCSCOS). H.Y.P.E. Leadership Academy's academic calendar, pacing guides, and testing calendar will align with Cumberland County, Hoke County, and Ft. Bragg school calendars to meet the diverse needs of our families. Providing a daily schedule and yearly calendar that aligns with the schools surrounding each of the families aligned with H.Y.P.E. Leadership Academy will provide a single drop off and pick up time, as well as shared days off throughout the school year.

In grades K-2, the core program for reading uses the HMH Into Reading program with EBLI for phonics instruction. The core program for math uses the HMH Into Math program. The core program for Science uses the HMH Into Science program. The core program for social studies uses the HMH Into Social Studies. Math and reading instruction consists of 60 minutes of whole-class instruction and 30 minutes of differentiated instruction in small groups in the classroom. Science and Social Studies instruction rotates every three weeks. Science and Social Studies instruction consists of 60 minutes of whole-class instruction. To align with the MTSS model, three tiers of interventions will be applied in grades K-2. Tier I interventions in the math and ELA blocks will occur within the classroom. This type of intervention is universal throughout the classroom, and all students receive the same level of intervention. Classroom teachers will provide 10-15 minutes of direct instruction, 15-20 minutes of indirect guided instruction, and a minimum of 30 minutes of indirect instruction/independent practice time daily. During this indirect instruction/independent practice time, teachers will pull students for small group direct instruction with the teacher. Tier II intervention will occur in the classroom, and may include push-in interventions with an MTSS specialist, AIG specialist, ELL teacher, or EC specialist. Within the classrooms, teachers will use daily small group work/rotations. Push-in interventions are defined as when the specialist goes into the classroom and works with the designated students to provide specific gap-closing instruction based on that student's needs. MTSS and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom HMH intervention material. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group EBLI instruction will occur for our students needing phonics/reading support, and



EnSi/Bridges instruction will occur for our students needing math support. Tier III Interventions are an opportunity outside of the classroom for students to have their individual needs met. MTSS specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs as determined by the most recent benchmark testing through HMH. EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students in grade bands K-2 who are identified by the teacher and AIG specialist will enter a Talent Development program, where the AIG specialist will pull any students that demonstrate significantly higher academic or intellectual potential than their peers after a 6-week period of Tier II observations. These students will receive a combination of modified project-based learning (PBL) instruction and NCDPI-developed advanced learning labs. All K-2 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader-In-Me instruction and guidance with their modified problem-based project.

In grades 3-5, the core program for reading uses the HMH Into Reading program. The core program for math uses the HMH Into Math program. The core program for Science uses the HMH Into Science program. The core program for social studies uses the HMH Into Social Studies. All core instruction consists of 40 minutes of whole-class instruction and 20 minutes of differentiated instruction in small groups in the classroom. Incorporating the MTSS model into the H.Y.P.E. Leadership Academy's curriculum, Tier I intervention is an instruction that is common for all students. At this grade band, classroom teachers will provide a Do Now/Starter, 10-15 minutes of direct instruction, 10-15 minutes of indirect guided instruction, and a minimum of 30 minutes of indirect instruction/independent practice time daily. Daily small groups of 30-minute rotations of cluster groups will be incorporated to address current standards at that student's level as explained in Tier II Interventions. Tier II interventions are intended to differentiate instruction within the classroom. In grades 3-5, daily small group work/rotations are included in the classroom. MTSS, EC, ELL, and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom with the help of appropriate HMH Waggle resources. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Tier III interventions occur outside of the classroom environment. MTSS, EC, ELL, and AIG specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs, with strengths and weaknesses as determined by the most recent benchmark testing through HMH. EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students identified by their teacher, through a Cognitive Abilities Test (CoGAT screening), or through other testing requirements as AIG will receive a combination of PBL instruction and NCDPI-developed advanced



learning labs. Aligning with the H.Y.P.E. Leadership Academy's leadership goals, all students in grades 3-5 will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader In Me instruction and guidance with their problem-based project.

The core program for students in grades 6-8 reading uses the HMH Into Literature program. The core program for math uses the HMH Into Math program. The core program for science uses the HMH Science Dimensions program. The Core program for Social Studies uses the HMH Social Studies program. All core instruction consists of 40 minutes of whole-class instruction and 20 minutes of differentiated instruction in small groups in the classroom. For tier I intervention, common instruction for all students, classroom teachers will provide a Do Now/Starter, 10-15 minutes of direct instruction, 10-15 minutes of indirect guided instruction, and a minimum of 20 minutes of indirect instruction/independent practice time daily. Daily small groups of 20-minute rotations of cluster groups will be incorporated to address current standards at that student's level as explained in Tier II Interventions. For tier II intervention, meant to meet the differentiated needs of students within the classroom, daily small group work/rotations are included during classroom time. MTSS and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom with the help of HMH Waggle. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. For tier III interventions, MTSS, EC, ELL, and AIG specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs (strengths and weaknesses as determined by the most recent benchmark testing through HMH) during the small group time. Extended sessions will occur during the small group time in non-tested subjects. Focused differentiated instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students identified by their teacher, through CoGAT screening, or through other testing requirements as AIG will receive a combination of PBL instruction and NCDPI-developed advanced learning labs. Continuing the leadership instruction at all grade bands is important for the H.Y.P.E. Leadership Academy's goals, so all 6-8 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader In Me instruction and guidance with their problem-based project.


At the high school level, the core program for reading uses the HMH Into Literature program. The core program for math uses the HMH AGA program. The core program for science uses the HMH Science Dimensions program. The Core program for Social Studies uses the HMH Social Studies program. All core instruction consists of 90 minutes of whole-class instruction, with classes rotating every semester. Aligning with the MTSS model, Tier I interventions are materials and instruction that all students receive. Classroom teachers will provide a 5-10 minute Do Now/Starter, 15-20 minutes of direct instruction, 15-20 minutes of indirect guided instruction, and a minimum of 45



minutes of indirect instruction/independent practice time daily. Teachers in grades 9-12 will use a combination of formative and summative assessment techniques to monitor student mastery of standards for monthly team meetings. Tier II interventions at the high school level look different, as students will be placed in cluster classrooms based on need, such as honors/AP coursework, future-ready coursework, or occupational pathway coursework. MTSS, EC, ELL, and AIG specialists will monitor student progress through monthly team meetings, provide Tier II supplemental or enrichment recommendations, and meet with students to advise them. To align with tier III intervention needs, students may receive tutoring or enrichment activities during study halls, after school, or through field studies as appropriate based on monthly team meetings and advisement sessions. Students identified by their teacher, through CoGAT screening, or through other testing requirements as AIG will participate in enrichment activities throughout the year such as field studies, guest speakers, and project-based learning activities

In summary, the basic learning environment of H.Y.P.E. Leadership Academy will consist of grade-appropriate blocks of classroom-based instruction that incorporate both the Leader in Me paradigm and the Teach Like a Champion instructional techniques. Kindergarten through second-grade classrooms will consist of a maximum of 20 students, while the upper elementary and middle school classrooms will have a maximum of 24 students. At the high school level, classrooms will increase to a maximum of 25 students per classroom. At the elementary and middle school levels, all curricula will be year-long instruction, while the high school courses will be semester-long blocks. All core curriculum aligns with both the North Carolina Standard Course of Study and the Multi-Tiered System of Support, providing a platform on which students can be successful. Core content in all grades will include ELA, Math, Science, and Social Studies. All students will have the opportunities to take elective courses that align with the leadership model of H.Y.P.E. Leadership Academy in the fields of entrepreneurship, health and wellness, and college preparatory curriculum, with the high school students selecting a career pathway that meets their individual needs. The school and assessment calendars, as well as the pacing guides, at H.Y.P.E. Leadership Academy, align with the surrounding counties, allowing students from the surrounding counties and the Fort Bragg Community to experience a more fluid transition. Each of these components selected in the design of our basic learning environment will meet the needs of our target population lifting them to meet our mission of achieving academic excellence through a culture of leadership.

Applicant Evidence :


HYPE Master Schedu...

Uploaded on **4/28/2023**
by **Angela Gilbert**



Q102. Identify how this curriculum aligns with the proposed charter school's mission, targeted student population, and North Carolina Accountability Model. Provide evidence that the chosen curriculum has been successful with the target student population, how the plan will drive academic improvement for all students, and how it has been successful in closing achievement gaps.



The curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, students at H.Y.P.E. Leadership Academy are encouraged to design, complete, and assess their own projects which are based on current and relevant problems perceived by the students. The leadership-infused curriculum prompts students to collaborate with peers and engage in projects that offer authentic, hands-on experiences. Leadership and Life Skills that are integrated from the Leader In Me curriculum include: 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self-direction, 8) creativity, 9) cross-cultural skills and 10) teamwork.

H.Y.P.E. Leadership Academy's curriculum will meet the needs of the targeted student population by aligning the curriculum with the North Carolina Standard Course of Study, exceeding the North Carolina Department of Public Instruction's graduation requirements, and offering K-12 courses that align with the surrounding counties (Cumberland County, Hoke County, and DoDOE's course offerings) course offerings. H.Y.P.E. Leadership Academy students will be required to meet all NCDPI graduation requirements with additional requirements in leadership coursework in their chosen pathway. All K-8 students at H.Y.P.E. Leadership Academy will complete 1 course of ELA, 1 course of Math, 1 course of Science, 1 course of Social Studies, 4 electives, and 1 LiM PBL block yearly. The 9-12th grade students will complete their NCDPI requirements plus additional leadership requirements. Students at the high school will take all 4 English requirements (English I, English II, English III, English IV), all 4 Math requirements (NCMath 1, NCMath 2, NCMath 3, a 4th Math), all 3 science requirements (Earth Science, Biology, and a Physical Science), all 4 Social Studies requirements (World History, American History, Founding Principles of the U.S., Economics and Personal Finance), a Health and Physical Education credit. In addition, all high school students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive World Languages, and 4 Leader in Me Electives (1 per year). In addition, all H.Y.P.E. Leadership Academy high school students will be required to complete 50 volunteer hours per year and complete 4 electives from their selected pathway.

- The Entrepreneurial Pathway will include courses in accounting, business essentials, business law, business management, entrepreneurship, financial planning, world Languages, Current Affairs, leadership development, and career management CTE Internship will be offered. H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings.
- The Health and Wellness Pathway will include courses such as fundamentals of athletic training, health education/PE, PE Pupil instructors, World Languages, leadership development, and career



management. Specific courses may include biotechnology, health Science, nursing, pharmacy, and health and fitness sciences. H.Y.P.E. Leadership Academy will supplement student choice through North Carolina Virtual Public School Offerings as necessary.

- The College Prep pathway will include AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, band proficient, band advanced, visual arts, art appreciation, Art 1, studio art, dance, beginning, dance intermediate). H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings

North Carolina's accountability model is established by the school reporting of their school performance grade indicators. Schools are then provided a score based on an A-F grading system. The School's Performance Grades are based on two components: a School Achievement Score and a School Growth Score. A combination of the School Achievement Score and the School Growth Score make up the overall School Performance Grade. Currently, 80% of the School Performance Grade is the School Achievement Score and 20% of the grade is the School Growth Score. North Carolina Accountability Model requires schools to participate in state-mandated testing for Grades K - 8 beginning of year, middle of year, and end of year benchmarks, for Grades K - 3 a beginning of year, middle of year, and end of year reading benchmark, a third-grade Beginning of Grade test, end-of-Grade testing in grades 3-8 ELA and Math, End-of-Grade Testing in grades 5 and 8 for Science, End-of-Course Testing for NC Math 1, English II, Biology, and NC Math 3, the ACT in 11th grade, and the WorkKeys in the 12th grade. The curriculum and school calendar for H.Y.P.E. Leadership Academy are aligned to meet these requirements

In addition, H.Y.P.E. Leadership Academy will provide a summer Read to Achieve program for grades 1 - 3, as mandated by North Carolina Accountability Model. The Read to Achieve program is a part of the Excellent Public Schools Act which became a state law in 2012 and applied to all schools at the beginning of the 2013-2014 school year. The program focuses on preparing students to read at grade level by the end of third grade and prevents them from moving to the next grade level until they can prove their reading competency. Under this law, third-grade students who are not reading at grade level by the end of third grade will receive special help, including summer reading camp and other interventions to make sure that they can read well enough to be able to do fourth-grade work.

The curriculum selected by H.Y.P.E. Leadership Academy has research-based evidence of success. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, schoolwide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. There are multiple exemplar schools that have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates



typically decrease by 3%. These schools include Glossler Park Elementary in New Hampshire, Silver Lake Elementary School in Delaware, Harris Park Elementary School in Colorado, and the pilot school for the program, A.B. Combs Elementary School in North Carolina. In addition, the HMH Anywhere curriculum is a worldwide integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend of benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st-century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. HMH Anywhere is an integrated curriculum across many studies at all grade levels, helping teachers answer the question, “When will I ever use this in the real world?” HMH Anywhere provides a single point of entry for all students and all subjects, making access easier for students and their families. Four of these exemplar schools include Jones County Schools in North Carolina, Ypsilanti Community Schools in Michigan, Earhart Middle School Algebra 1 in Riverside, California, and Gwinnett County Public Schools in Georgia. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMog, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs to be actively and intentionally shaped by the teacher, which is the focus behind the techniques. Some of these schools include Memphis Academy in Tennessee, Pinehurst Elementary School in Hamburg, New York, Ipswich Academy in Ipswich, England, Michaela School in London, UK, and Texas Independent School Districts.

The H.Y.P.E. Leadership Academy’s curriculum will ensure academic success for all students by incorporating instruction from multiple sources and differentiating through both mastery level and grade level. H.Y.P.E. Leadership Academy’s curriculum will combine sources from The Leader in Me model, Teach Like a Champion techniques, HMH Anywhere curriculum, and vetted digital resources. In other school settings with similar populations to ours, The Leader in Me (LiM) model has demonstrated an improvement in attendance, grades, and behavior. Integrating the LiM leadership guidelines into all areas of instruction will allow students to use the language and techniques in all areas of their life. Encouraging, modeling, and teaching students how to advocate for themselves through their LiM courses will promote self-leadership in all areas of their life - including their academic progress. In other school settings with similar populations to the targeted population at H.Y.P.E. Leadership Academy, HMH Anywhere has provided easy access from a single point, an integrated curriculum that incorporates real-world examples, and a fluidity between all formative and summative assessment points, giving the teachers, student, and their families a more accurate viewpoint of student mastery of standards. Teach Like a Champion’s 63 techniques are established in a way to enable all students to achieve at higher achievement levels, using a common



language, with set expectations from room to room and grade to grade. Establishing a language and norms that are universal throughout the educational building. Examples of these techniques include : (1) SLANT grades K-4, STAR grades 3 - 12, where SLANT = Sit up, Listen, Ask and answer, Nod your head, and Track the speaker, and STAR = Sit up, Track the speaker, Ask and answer like a scholar, and Respect those around you; (2) Show Me - students actively show evidence of their understanding; (3) Do Now - a short warm-up activity that students can complete independently upon entering the room; (4) Exit Ticket - a quick formative assessment tool that lets the teacher know who has mastered the lesson as the students leave the classroom; and (5) Turn and Talk - a short discussion with a partner that has a designated focus and time

In summary, the curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, the HMH Anywhere curriculum, and the 63 Teach Like a Champion techniques for optimal engagement and rigorous instruction, the targeted student population will not only close achievement gaps as evidenced above, but develop their servant leadership through the H.Y.P.E. pillars of Respect, Responsibility, Resourcefulness, and Resilience driving academic improvement and success for all learners.

Q103. Describe the primary instructional strategies that the school will expect teachers to master and explain why these strategies will result in increased academic achievement for the targeted student population for each grade span (i.e. elementary, middle, high) the school would ultimately serve.



For the K-2 students at H.Y.P.E. Leadership Academy, the selected instructional strategies will result in increased academic achievement for this population through the development of a common language, development of common classroom expectations, development of self-monitoring skills, learning the importance of finding their own answers, opportunities to work with like-skilled peers, practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, and have time to work independently on student-choice activities.

The goal is to develop young leaders in the school environment that can both communicate and receive important information about the world around them. The eight shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, and (8) Learning Centers.

In grades 3-5, the selected strategies will result in increased academic achievement for this population through the continued use of a common language, the continued common expectations within the classrooms, practicing self-monitoring skills, honing their skills to find their own answers, opportunities to work with like-skilled peers, continued practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers and have time to work independently on student-choice activities. The goal is to develop young leaders in the school environment that can voice their needs and desires effectively to both their peers and adults in their life. The nine shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) cooperative learning, and (9) Hands-on Learning through LiM projects..

Grades 6-8 will use the selected strategies to increase academic achievement for this population through the continued use of a common language, the continued common expectations beyond the classrooms, mastering self-monitoring skills, demonstrating the ability to find their own answers, opportunities to work with like-skilled peers, continued practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers, learning the ability to effectively give and receive peer feedback, and have time to work independently on student-choice activities. The goal is to develop leaders in the school and community who are able to find, create possible solutions for, and communicate their concerns about the world around them. The ten shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5)



Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, *8) Cooperative learning, (9) student self and peer-assessments, and (10) Hands-on learning through the LiM project-based learning blocks.

In high school, the selected strategies will result in increased academic achievement for this population through communication with common language, behaving within the common expectations both in and beyond the classroom, communicating the use of self-monitoring skills, using technology to design methods of finding their own answers, opportunities to work with like-skilled peers both in and beyond the classroom, continued practice gaining and giving information through direct instruction, designing projects that solve real-world problems within their community, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers both within and beyond the school environment, effectively giving and receiving peer feedback both within and beyond the school environment, engaging in controversial discussions with their peers, and using their time wisely on student-choice activities. The goal is to develop young adult leaders for a global community who can both identify and create possible solutions for global issues. The nine shared instructional strategies the teachers at H.Y.P.E. Leadership Academy will use include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) cooperative learning, and (9) structured academic controversy.

In summary, the eight to ten primary shared instructional strategies the teachers at H.Y.P.E. Leadership Academy will use consist of a combination of the following twelve strategies (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) Learning Centers (9) cooperative learning, (10) structured academic controversy, (11) student self and peer-assessments, and (12) Hands-on learning through the LiM project-based learning blocks. These primary instructional strategies designated at each grade level described above will increase academic achievement by providing a common language and shared understanding with scaffolded learning support from direct teaching to a gradual release of independence embedded with very explicit and implicit learning techniques designed to support success for individual learners in the target student population.

Q104. Explain how the proposed instructional plan and graduation requirements will ensure student readiness to transition from grade to grade and to the next grade span upon program completion.



The proposed instructional plan and graduation requirements at H.Y.P.E. Leadership Academy will ensure student readiness to transition from grade to grade and to the next grade span upon completion in three ways: (1) By building upon a common language (LiM and TLAC), common classroom techniques (LiM and TLAC), a common curriculum source (LiM, TLAC, HMH Anywhere), and common instructional techniques in grades K-12. With these consistent foundations, teacher and student focus can be on mastery of the North Carolina Standard Course of Study; (2) providing an introduction to all three pathways of learning (Business, Sports, and College-Prep) in grades K-8, students are set up for success in their selected pathways in grades 9-12. Studies show that student choice is a prime factor in student success in academic areas, and H.Y.P.E. Leadership Academy will provide student-selected pathway options and a variety of electives to meet their specific interests; and (3) by incorporating the principles of the Leader In Me, 7 Habits of Happy Kids, and 7 Habits of Highly Effective Teens into the daily core curriculum, students will learn to advocate for their own and their peers' needs and interests, resulting in more successful learners and future global leaders.

Q105. Describe in a brief narrative how the yearly academic calendar coincides with the tenets of the proposed mission and education plan.



The yearly Academic calendar for H.Y.P.E. Leadership Academy begins August 12 for mandatory professional development days for new staff. This will allow the administrative team to share the school culture, begin training with the Leader In Me and Teach Like a Champion models, delve deeper into our expected instructional strategies, and introduce the pathways of instruction. In following years, returning staff will begin on or around August 15-23 to join the new staff, where we will work as a community to build our leadership culture, design the student's return to school week with a common language and theme, decorate classrooms, review the year's instructional strategies, sign up for our community teams, review the school calendar and Leadership Day, begin setting up community events, and design their makers' space for their the Leader In Me project blocks.

Students begin school on August 28th, and will take the first week to learn school culture, receive their information/resources for the Leader In Me model, begin hearing and using our common language, and practice the school routines. Teachers will use these first days to introduce the pathways of H.Y.P.E. Leadership Academy and to assess students' academic mastery of their previous year's standards in preparation for this school year. This first month of teacher and student training is key to establishing the school culture of leadership for our school-wide team, the goals of a culture of leadership, academic excellence, career pathways, and a community of committed students and staff. Each month has a continuous School Improvement/Workday built into the school calendar to continue with professional development training in our problem-based learning projects, The Leader In Me model, Teach Like a Champion techniques, data dissemination, Community Service Projects, and school committee meetings. In October and March, the school will conduct student-led conferences, where students present their portfolios and projects, and self-analyze their classroom grades for their parents with teachers as facilitators. In this way, students learn to be advocates and take accountability for their own learning. In March the school will participate in a Leadership Day that aligns with the Leader in Me conference dates.

In summary, H.Y.P.E. Leadership Academy will have a total of 170 instructional days with 1105 instructional hours (out of 1025 required) and a total of 12 mandatory professional development days. This calendar coincides with the tenets of H.Y.P.E. Leadership Academy's mission statement by using projects, portfolios, and student-led conferences to empower students, training our teachers to strongly model career pathway examples that teach our students to become a community of activists, participate in community activities that promote a culture of leadership, and train teachers to best foster academic excellence in all students through both the curriculum and instructional strategies.

Q106. Describe the structure of the school day and week. Include the number of instructional hours/minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for student learning.



The structure of the daily and weekly schedule is optimal for student learning based on the dedicated structures for skill development and a gradual release to independence infused with the teachings of the Leader in Me paradigms outlined below.

The structure of the school day begins with doors opening at 7:30 for breakfast and a school start time of 8:00. Dismissal Time will be at 3:00, with the doors closed at 3:20 for the end of dismissal and opportunities for late pick-up provided. The schedule will be a Monday through Friday schedule, with the students receiving the same instruction each day. Grades K-8 will be year-long courses, while grades 9-12 will be semester-long courses. H.Y.P.E. Leadership Academy will provide after-school opportunities from 3:20 until 5:00, including K-12 after-school "extended day" with time to use the Maker's Space and computers to work on PBL projects, K-12 sports - rotating (such as basketball, volleyball, baseball, softball, soccer, track, cheerleading), and K-12 Clubs that align with pathways (NA, sports medicine, student body government, yearbook, school news, visual arts, world languages, "Shark Tank" for budding entrepreneurs, and My First Lemonade Stand for entry-level entrepreneurs).

This daily schedule is optimal for student learning for four key reasons. First, the surrounding schools have similar start and end times, allowing families with students in multiple schools to have a single drop-off and pick-up time. Second, the 7-hour learning day allows opportunities for all students to receive an appropriate length of instructional time in each subject, receive lunch, recess, electives, MTSS and EC interventions, and a block of time for Leader In Me activities. Grades K-8 are provided with a 60-minute block Leader In Me Project Block, while grades 9-12 students are provided time in class and during electives for completing and receiving guidance on problem-solving projects, which align with the Leader-In-Me and 7 Habits recommendations. The extended learning day, after-school sports offerings, and after-school club offerings will continue to promote leadership skills and mentorship opportunities.

Grades K-2 will receive 6 blocks of year-long instruction that include: 10-minutes HR/Breakfast, 90-minutes ELA, 90-minutes Math, 60-minutes alternating Social Studies and Science, 60-minutes electives that rotate each quarter and provide a glimpse at all three pathways that are the focus of H.Y.P.E. Leadership Academy, and 60-minutes Leader-In-Me PBL Block to allow time to build the pillars of H.Y.P.E. Leadership Academy's foundation: respect, responsibility, resourcefulness, and resilience.

Grades 3-5 will receive 7 blocks of year-long instruction. These time periods include 10-minutes for HR/Breakfast, 60-minutes ELA, 60-minutes Math, 60-minutes Social Studies, 60-minutes Science, and 60-minutes for Electives that rotate each quarter to provide a glimpse at all three pathways that the focus of H.Y.P.E. Leadership Academy's mission, and 60-minutes Leader In Me PBL Block to allow time to build the pillars of H.Y.P.E. Leadership Academy's foundation: respect, responsibility, resourcefulness, and resilience.



Grades 6-8 will receive 6 blocks of year-long instruction. These blocks include: 10-minutes of HR/Breakfast, 80-minutes ELA/SS Combo, 80-minutes Math, 80-minutes Science, 60-minutes Electives that rotate each quarter, and 60-minutes Leader-In-Me PBL Block.

The high school students will receive 4 Blocks of Semester-long Instruction. Each class is 90 minutes long and changes each semester so that each high school student will have the opportunity to take 8 classes per year.

In summary, the structure of the daily and weekly schedule which include a dedication to skill development through our academic curriculum and Leader in Me teaching blocks leads to a gradual release of independence as students are able to choose pathways and are empowered to own their learning are optimal for learning with our target student population.

Q107. Describe a typical day for a teacher and a student in the school's first year of operation.



In the first year of operation, the teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance, a No taunting Pledge, and morning announcements. Throughout the day, the teachers will conduct their lessons for students.

Teachers' days, in grades K-2, further consist of a 90-minute ELA block and a 90-minute Math block, during both times they will conduct 30-minutes of small group intervention time for differentiated learning in cluster groups with the help of AIG, EC, and MTSS specialists as needed. Teachers will also facilitate a 60-minute Leader in Me PBL block, where students will use a Maker's Space to plan, design, and create potential solutions to problems they are introduced to within their classroom or school settings. Another 60 minutes consists of a rotating Science or Social Studies lesson.

Teachers will rotate through a 30-minute lunch duty with their TA's and co-teachers and will supervise their students during a 30-minute recess. During the student's 60-minute Electives class the teachers will have uninterrupted planning time 3 days a week, Professional Learning Communities 1 day a week, and a team/admin meeting 1 day a week.

Teachers' days, in grades 3-5, further consist of teaching 4 60-minute blocks of Science, Math, ELA, and Social Studies during the day. They also have a 60-minute Leader In Me PBL block that they facilitate while students plan, design, and create potential solutions to problems they are introduced to within the school or community. Teachers will rotate through a lunch duty weekly with the TA's and their team teachers and supervise their students for a 30-minute recess. During the student's 60-minute electives block, the teachers will have uninterrupted planning 3 days a week, a Professional Learning Community 1 day a week, and an Admin/Team meeting 1 day a week.

Teachers will stay with their students from 3:00-3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations.

Middle School teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance, a No taunting Pledge, and morning announcements. Throughout the day, the teachers will conduct their lessons for students. Teachers of grades 6 - 8 teach 3 80-minute year-long blocks of Science, Math, OR ELA/Social Studies Humanities block during the day. They also have a 60-minute Leader In Me PBL block that they facilitate while students plan, design, and create potential solutions to problems they are introduced to within the school or community. Teachers will rotate through a lunch duty weekly with the TA's and their team teachers and supervise their students for a 30-minute recess. During the student's 60-minute electives block, the teachers will have uninterrupted planning 3 days a week, a Professional Learning Community 1 day a week, and an Admin/Team meeting 1 day a week. Teachers will stay with their students from 3:00-3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up



and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations.

In the high school, the teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance and morning announcements. Throughout the day, the teachers will conduct their lessons for students. Teachers in grades 9-12 will teach 3 90-minute blocks and have 1 90-minute block for planning, during which time teachers should be available 1 day a week with office hours to help students with any Problem-based learning projects. Teachers will rotate through a 30-minute lunch duty with their teaching assistants and co-teachers and will supervise the hallways during the extended passing period. Teachers will stand in their dismissal duty station from 3:00 - 3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations. Every Thursday, core subject teachers will attend a Professional Learning Community from 7:30-8:15, and every Wednesday teachers will meet with their grade-level teams and admin from 7:20-7:50. On Wednesdays and Thursdays, electives teachers will supervise students in the cafeteria until meetings are finished. All elective teachers have shared planning every day and will have Professional Learning Community meetings with their team during their shared planning.

Students in grades K-5, typically begin at 8:00 am, unless they are coming in for breakfast. School doors will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on, when the students say the Pledge of Allegiance and A No Taunting Pledge. Throughout the day, students will engage in the basic subject areas and integrated elective activities, exposing all students to all areas within the three pathways of the H.Y.P.E. Leadership Academy. Students in grades K-2 participate in 5 year-long learning blocks per day, 90 minutes for their reading and math blocks, 60 minutes for their electives, science/social studies, and LiM PBL block. Students in grades 3-5 participate in 6 year-long 60-minute blocks of instruction for ELA, math, Science, Social Studies, electives, and a LiM PBL block daily. All students in grades K-5 receive a 30-minute lunch in the cafeteria and a 30-minute recess outdoors. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are examples available to students. At 3:00 students will line up with their teachers to await their parents to pick them up. Students participating in after-school sports, clubs, or meetings will report to that teacher. Any remaining students at 3:20 will be transferred to school staff to await their parent pick-up.

For students in grades 6-8, the day typically begins at 8:00, unless they are coming in for breakfast. School doors will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on,



when the students say the Pledge of Allegiance and A No Taunting Pledge. Throughout the day, students will engage in the basic subject areas and integrated elective activities, exposing all students to all areas within the three pathways of the H.Y.P.E. Leadership Academy. Students in grades 6-8 participate in 5 year-long 80-minute blocks of instruction for ELA, math, Science, Social Studies, electives, and a LiM PBL block daily. All students in grades 6-8 receive a 30-minute lunch in the cafeteria and a 30-minute recess outdoors. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are examples available to students. At 3:00 students will line up with their teachers to await their parents to pick them up. Students participating in after-school sports, clubs, or meetings will report to that teacher. Any remaining students at 3:20 will be transferred to school staff to await their parent pick-up.

For high school, the student's day typically begins at 8:00, unless they are coming in for breakfast. Doors for the school will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on, when the students say the Pledge of Allegiance. Throughout the day, students will engage in the basic subject areas and integrated elective activities, with students focusing on one of the three pathways of the H.Y.P.E. Leadership Academy. Students in grades 9-12 participate in 4 semester-long 90-minute blocks of instruction. Students will have the opportunity to take 8 courses in a year, including: an English course, a Math course, a history course, a science course, and 4 electives - focusing on their selected pathway in instruction. All students in grades 9-12 receive a 30-minute lunch in the cafeteria and an extended passing period both to and from lunch - creating a 48-minute lunch block. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are available to all students. At 3:00 students are dismissed - students attending after-school sports, clubs, or meetings will report to their appropriate location, while other students leave the campus. Every Wednesday all students will report to the cafeteria for a study hall from 8:00 - 8:15, then report to their first block. Every Thursday, students will remain in the cafeteria during the morning until 7:50, then report to their classrooms for a regular start time of 8:00.

In summary, a typical day for students and teachers in the first year begins with thresholding at the door to build relational capacity and ensures a fresh and positive start to each day. As teachers and students move throughout the instructional day, they will engage in a leadership-driven culture within the classroom, as well as throughout the hallways, cafeteria, and social time periods such as recess. Academic support will be incorporated into their daily schedule to push students toward individual academic success. Professional learning support will be incorporated throughout the week to lift teachers toward teaching and learning success. Our mission will be evidenced by both teachers and students having a program structured around the principles of the Leader in Me program that is also living throughout the teaching and learning process to empower both teachers



and students to reach their full potential.

Q108. Will this proposed school include a high school?

- Yes
- No


Q109. High School Graduation and Post Secondary Readiness Describe how the proposed charter school will meet the Future-Ready Core requirements.

All North Carolina public high school students must meet minimum state requirements to meet the Future-Ready and earn a diploma to graduate. The North Carolina Department of Public Instruction requires at least 22 credits in the Future-Ready Course of Study to graduate from high school.

Students graduating from H.Y.P.E. Leadership Academy will complete a minimum of 26 credits upon completion of their High School Pathway. The H.Y.P.E. Leadership Academy graduation requirements ensure that a student is prepared for a life as a global leader in either Entrepreneurship, Athletics, College-Ready skills, or whatever pathway they choose after they graduate. In addition to the English, Math, Science, Social Studies, and Health and Physical Education credits that are in the Future Ready Course of Study, students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive world languages, 4 Electives in the Leader in Me pathway, and then have opportunities to take at least 4 electives in a variety of areas that meet their pathway needs. Aligning with Cumberland County's graduation requirements, students at H.Y.P.E. Leadership Academy will be required to participate in 50 volunteer hours per year.

In summary, the H.Y.P.E. Leadership high school course of study meets and exceeds the Future-Ready Core requirements.

Applicant Evidence :


H.Y.P.E. Graduation ...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q110. Provide details on how the students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered.



At H.Y.P.E. Leadership Academy, a credit course is one for which credit toward high school graduation is awarded and which qualifies as part of the instructional day: (1) must consist of a minimum of 150 clock hours of instruction in a traditional schedule or, must consist of a minimum of 135 clock hours of instruction in a block schedule; (2) must be directed by a teacher; (3) one (1) unit of credit will be awarded for the course upon successful completion; (4) a course that consists of 300 clock hours of instruction in a traditional schedule or 270 clock hours of instruction in a block schedule will award two (2) units of credit upon successful completion. Credit will be awarded only at the completion of a two-credit hour course. Two-credit hour courses will not award a unit of credit after completion of only half of the course

Based on NCDPI recommendations, at H.Y.P.E. Leadership Academy the conversion of grades to quality points is standardized under the NC 10-Point Scale. Implicit is a conversion of percentage grades to letter grades according to the following widely used scale: 90-100 = A; 80-89 = B; 70-79 = C; 60-69 = D; ≤ 59 = F. Grade point average calculations are based upon standardization of academic course levels, weighting of course grades, and grading scales. The weighting for Honors courses shall be one-half (.5) of a quality point. The weight for Advanced Placement/International Baccalaureate (AP/IB) and specified High School Connections courses shall be one (1) quality point. Grades and the corresponding number of quality points are shown: 90 - 100 (A) = 4.0, 80 - 89 (B) = 3.0, 70 - 79 (C) = 2.0, 60 - 69 (D) = 1.0, 59 and below (F) = 0.0

Transcripts from H.Y.P.E. Leadership Academy will include: an information section that includes the student's name, address, phone number, email address, date of birth, and parent/guardian information; a School Information section that includes the school name, address, phone number, and email address; an academic record that identifies the student's chosen pathway, all course work, grades, course GPA, and credits earned each year at the high school; an academic summary section that includes the student's cumulative GPA, total credits earned, whether the diploma was earned, the graduation date, and any honors received; a Notes section that will allow notations for dual credit, honors, AP, Internship, and volunteer hour identifications; and a signature section for the principal.

Students at H.Y.P.E. Leadership Academy will receive electives that align with the school's pathways: Entrepreneurship, Health and Wellness, and College-Preparation.

For the entrepreneurship track, students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering and Math (STEM). Students in grades K-2 in STEM will focus on basic computer skills, and basic money math, get help with PBL projects, and learn basic public speaking skills for the presentation of projects and student-led conferences. Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills such as spreadsheets, incorporate student body government decision-making components, and continue learning public speaking protocols for the presentation of projects and student-led conferences.



Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business plans, manage schedules, organize school functions, incorporate these skills into their PBL projects, and sharpen their public speaking skills for presentation of projects and student-led conferences. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in accounting, business law, entrepreneurship, world Languages, Current Affairs, leadership development, career management, and Speech and Debate. The North Carolina Virtual Public School can be used to supplement student elective needs as necessary.

The electives offered for the health and wellness pathway have been selected to enhance lifelong athletic goals, instruct in a variety of sports offerings, and to provide opportunities for students to learn more about athletic training, team management, healthcare, and nursing. As early as Kindergarten, students will begin taking physical education (PE) courses that focus on basic coordination skills, team building/leadership, sports rules, basic components of lifelong fitness, basic components of healthy movements, and public speaking for the presentation of projects and student-led conferences. In grades 3-5, the PE courses will begin to look at fundamental agility skills, continued lifelong fitness concepts, more complex healthy movement training (intro to sports training), basic components of sports management, basic biotechnology content, and public speaking for the presentation of projects and student-led conferences. Students in grades 6-8 will take PE courses that include sport-specific agility skills, rules (basketball, volleyball, football, track, baseball/softball), continued components of sports management, continued components of sports training, more advanced life long fitness, introduction to personal coaching, more advanced biotechnology and unique courses for nursing, medical assistant, and pharmacy components, and public speaking for the presentation of projects and student-led conferences. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in health science, fundamentals of athletic training, advanced physical education, food and nutrition, anatomy and physiology, World Languages, leadership development, career management, health science, and technology courses, ad nursing coursework, and Speech and Debate. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.


The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses where they will focus on skills that align with their problem-based Learning (PBL) project within their LiM block, and public speaking for presentation of projects and student-led conferences. Students in grades 3-5 will begin learning a world language with a world cultures art. These classes will have the added component of community service, how to use these skills for their PBL projects, and public speaking for presentations of projects and student-led conferences. In grades 6-8, students will continue with a more advanced world language with a focus on the art found in



different world cultures. Again, these classes will have the added component of community service, how to use these skills to support their PBL project, and public speaking for presentations of projects and student-led conferences. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, visual arts, photography, dance beginning, dance intermediate), and Speech and Debate. The North Carolina Virtual Public School can be used to supplement student elective needs as necessary.

In summary, based on the H.Y.P.E. Leadership Academy course of study to earn credit hours and graduation through grade-point averages calculated by a standard grade scale and appropriately documented on an academic transcript which includes their chosen learning pathway lending itself to empowered choice and leadership in selecting appropriate electives, students will be prepared for success for their next chapter beyond graduation.

Applicant Evidence :


HYPE Transcript Sam...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q111.Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).



The leadership team of H.Y.P.E. Leadership Academy understands that as the need for postsecondary credentials in the workforce increases, students graduating from H.Y.P.E. Leadership Academy must demonstrate skills to improve their transition from high school toward their postsecondary goals. The educational program, by design, prepares students for postsecondary opportunities through a chosen pathway that includes CTE opportunities, dual enrollment, and leadership development supporting success in entering the workforce. Utilizing career pathways at the high school level offers an efficient approach to education that provides the skills, knowledge, and community connections necessary within a specific area for students to be successful in their postsecondary choices.

Entrepreneurship courses prepare the learners for the workforce, entrepreneurship, or postsecondary schooling/training. By providing the students opportunities to learn ways to manage money, careers, and businesses in a language of leadership H.Y.P.E. Leadership Academy graduates will acquire skills to make them highly marketable upon graduation. In addition to leadership skills learned through the Leader in Me structure, students will master basic business principles and procedures, concepts in accounting and finance, and management skills. Today, almost every business and organization has a financial and management component, providing opportunities in many career pathways such as trade school, military service, and entering the workforce in addition to college preparation. At the high school level, H.Y.P.E. students meet the NC DPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The entrepreneurship pathway provides students with a curriculum in STEAM, accounting, business law, world languages, current affairs, leadership development, and career management, as well as speech and debate development and internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

The curriculum for Health and Wellness at H.Y.P.E. Leadership Academy provides learning opportunities that can enhance students' athletic abilities and their lifelong athletic goals, management of an athlete or team, coaching skills, and biotechnology skills to provide entry coursework for healthcare professions such as nursing physical therapy, radiology, and surgery, and sports medicine knowledge. Students involved in the health and wellness pathway not only learn important skills about self-discipline, commitment, community, and healthy living that will prepare them for the workforce, postsecondary schooling or training, or the military but also acquire leadership skills through the Leader in Me curriculum. Students will master the basic skills of athletic coordination and agility, specific sports rules and regulations, team management, lifelong fitness, and healthy eating/movement. At the high school level, H.Y.P.E. students meet the NCDPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The health and wellness pathway provides students with a curriculum in physical education, health science, athletic training, food and



nutrition, career management, leadership development and speech and debate development with internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

The College Preparation curriculum at H.Y.P.E. Leadership Academy is designed to prepare students for success at an institution of higher learning, trade schools, workforce training, or schools within the military training process. Research shows that students that are better prepared for postsecondary training are more likely to succeed, and today's workforce often requires specialized schooling of their employees. In addition to the Leader in Me leadership skills, within the college prep pathway at H.Y.P.E. Leadership Academy, students will learn study skills, recognition of their learning style, note-taking skills, and time management that will help them to be successful upon graduation. The College Prep pathway is designed to introduce students to a variety of skills to help them be successful upon graduation, such as basic art, public speaking, world languages, world cultures, and advanced curriculum opportunities. At the high school level, H.Y.P.E. students meet the NCDPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The College Preparation Pathway at H.Y.P.E. Leadership Academy includes opportunities to take AP courses, yearbook, journalism, world languages, leadership development, art electives in both visual arts and music/dance and speech and debate as well as internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

In summary, the development of the curriculum at H.Y.P.E. Leadership Academy is designed to prepare students for their choice of postsecondary experiences, whether through trade school, military service, entering the workforce, directly joining an athletic team, or advanced schools such as college or university. H.Y.P.E. Leadership Academy provides opportunities to learn leadership skills through the LiM modeling and pathway-specific electives. Utilizing the option for students to choose one of three pathways at H.Y.P.E. Leadership Academy will expose students to the individualized skills, resources, specific knowledge, and community connections that will help them to be successful in their selected postsecondary endeavors.

Q112. Explain what systems and structures the school will implement for students at risk of dropping out and/or not meeting the proposed graduation requirements.



The leadership team at H.Y.P.E. Leadership Academy agrees with the NCDPI statement that graduating from high school is a strong predictor of adult success and a limiter of becoming involved with the criminal justice system. Nationwide, the dropout rate has increased since the beginning of the pandemic, with the national rate at 6%. Key strategies for managing the dropout rate at H.Y.P.E. Leadership Academy will be monitoring and immediately addressing chronic absenteeism, monitoring the Home Base program in PowerSchool for at-risk indicators/students, and allowing administrators, support staff, and teachers to take proactive measures and help students become accountable for their own actions, providing small group and 1:1 advisement sessions with MTSS specialists to create goals for behaviors, attendance, and/or grades that are monitored over time.

To address chronic absenteeism, the school's counselor will monitor absentee data daily, and send out letters to families on days 3, 6, and 10. Conferences will be set up with the administration, the school counselor, and families of chronically absent students. Multi-Tiered System of Support is a multi-tiered framework that promotes school improvement through engaging, research-based academic and behavioral practices that use data and a problem-solving matrix to maximize growth for all students. MTSS specialists, along with the classroom teachers, will use a tiered system to monitor and address individual and small-group student needs. Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, using HMH anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects.

Focusing on developing future global leaders, a focus will be on decision-making, problem-solving, financial literacy, and communication skills across all disciplines utilizing the paradigms in the Leader in Me program. Tier II interventions will occur in the classroom as small-group instruction, using the HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, AIG, EC, and ELL specialists will push in or pull students out during this time for differentiated instruction based on the students' needs. Tier II Interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will meet for goal-setting and weekly monitoring of their progress toward their goals. Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. Pull-out sessions for students will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction. Tier III interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will have 1:1 meetings as often as necessary to work toward attendance and behavior goals.

In summary, the systems and structures the H.Y.P.E. Leadership Academy will implement to support students at risk of dropping out and/or not meeting the proposed graduation requirements for



successful completion include a multitiered system of support. From staff members to program structures and direct teaching of leadership paradigms found embedded in the pillars of our school; respect, responsibility, resourcefulness, and resilience, we will strive to empower students to persevere through obstacles and become leaders in their education and their life beyond.


Q113. Attach Appendix C: 9-12 Core Content Electives Provide a visual description of what courses (both core content and electives) will be offered at the charter high school to ensure students meet the proposed charter school's graduation requirements. Please ensure the projected staff and budget aligns with the course offerings.

Attached is a visual description of the courses that will be offered at H.Y.P.E. Leadership Academy ensuring that the students meet the graduation requirements. The projected staffing structure and budget align with the course offerings. Please know that this Course Selection is based on when high school actually starts, in year 5, so this would be Years 5-9.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 6

Applicant Evidence :


H.Y.P.E. HS Sample C...

Uploaded on **4/26/2023**
by **Kendra Whitney**





Q114. Attach Appendix B: Curriculum Outline per Grade Span (for each grade span the school would ultimately serve). One sample curriculum outline (in graph form) in the Appendices for one core subject (specific to the school's purpose) for each grade span the school would ultimately serve.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :

	
Biology Pacing guide...	HYPE Sample Curric...

Uploaded on **4/26/2023** by **Kendra Whitney** Uploaded on **4/26/2023** by **Kendra Whitney**

Q115. Attach Appendix D: Yearly Academic Calendar (minimum of 185 instructional days or 1,025 hours)

Upload Required File Type: pdf, image, word Max File Size: 30 Total Files Count: 3

Applicant Evidence :


HYPE - PROPOSED S...

Uploaded on **4/25/2023** by **Joe Salisbury**




Q116. **Attach Appendix E: Daily and Weekly Schedule** Provide a sample daily and weekly schedule for each grade band (K-5, 6-8, and 9-12) the school ultimately plans to serve.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 15

Applicant Evidence :


HYPE Leadership Dai...

Uploaded on **4/25/2023**

by **Joe Salisbury**

9.2. Special Populations and "At-Risk" Students

Q117. **Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies, and supports you will provide for these students.**



A process is in place which we refer to as MTSS, in this process, our teachers and support staff work collaboratively to document, monitor, and employ strategies that will assist students in the following categories to work to their potential. The process follows levels of support and documentation which gets more involved as the level increases. The progress or lack of progress is measured regularly and discussed in professional learning communities and with the MTSS Coordinator. Once a student reaches the top level with minimal to no progress, the MTSS Coordinator and Exceptional Children Director will devise a plan to seek consent for ruling in or out the identification of Exceptional Children eligibility.

A multi-tiered system of support (MTSS) is a framework that promotes school improvement through engaging, research-based academic and behavioral practices. All students are part of an MTSS and receive Core (Tier I) instructional support.

As part of an MTSS and upon review of progress monitoring data, problem-solving teams identify groups of students that need additional support(s) with grade-level standards in reading, math, behavior, or social-emotional learning. These supports are sometimes organized by tiers and are described as interventions.

Problem-solving teams meet monthly to discuss areas of concern and strength. The term “Problem-Solving Team” is an umbrella term often used to describe groups of individuals that meet to analyze data and determine solutions to problems. In an MTSS, there can be multiple problem-solving teams. Professional Learning Communities, Intervention Teams, and Student Support Teams are all examples of teams that generally meet to discuss school-wide areas of concern related to the environment, instruction, and curriculum for all students or groups of students.

Specialized teams, such as the IEP Team, are also problem-solving teams; however, their purpose is initiated for individual students who are suspected of a disability or who have already been identified with a disability and are coordinated according to the regulatory requirements of the IDEA.

An “Individualized Education Program Team (IEP Team)” is the problem-solving team to which a student is referred when a disability is suspected, or a parent requests a formal evaluation. This team will engage in the problem-solving necessary to determine if a formal evaluation for special education and related services will occur and ensures that the appropriate procedures and documentation are completed in compliance with federal regulations and state policies. The implementation of interventions prior to a referral to the IEP Team is not required if a disability has been suspected by the parent or school staff or if a parent or teacher has requested a formal evaluation in writing. However, interventions may need to be implemented concurrently with the formal evaluation timeline to provide the IEP Team with a required component of a comprehensive evaluation at the time eligibility for special education and related services will be determined.



Procedures for Communication with Parents:

- Parents must be notified, in writing, that their student requires intervention beyond Core (Tier 1)
- The parent must be provided this information using the “Parent/Guardian Notification of Intervention”.
- A copy of this notification(s) must be retained in the student’s cumulative folder.
- A parent/guardian notification must be sent each time the intensity of intervention increases from core to supplemental and supplemental to intensive.
- A parent letter must also be sent each time the student successfully responds to intervention – intensive to supplemental and supplemental to the core.

Child Find Responsibilities (procedures)

- If a parent verbally requests an evaluation (also known as a parent referral to special education); staff should advise the parent to make the request in writing and send it to the EC director of the school.
 - Upon receipt, the EC director shall provide the request to EC personnel to schedule the IEP Team meeting to discuss the parent request. This begins the regulatory/procedural timeline associated with initial referrals/evaluations.

Tiered Supports:

- **Tier 1** - All students receive high-quality instruction in academics at the core level.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student’s response to intervention at each level (tier). The “Parent Notification of Intervention” must be used, and a copy retained in the student’s cumulative file.*
- **Tier 2** - Increased instructional time on a specific skill set at that student’s learning level, smaller groups of students or narrowed focus of instruction.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student’s response to intervention at each level (tier). The “Parent Notification of Intervention” must be used, and a copy retained in the student’s cumulative file.*
- **Tier 3** - Most intensive support based on individual needs.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and*




interventions must continue concurrently while the issue of a suspected disability is resolved.

- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*

In Summary, the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress through MTSS interventions, Child Find, and Tiered supports.

Applicant Evidence :


 HYPE - MTSS Frame...


 HYPE MTSS Framew...

Uploaded on **4/24/2023**
by **Joe Salisbury**

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by **Joe Salisbury**

Q118. Describe the extent to which one or more of the founding board members has experience working with special populations (students with disabilities, students with 504 Plans, ELs, students identified as gifted, and students at risk of dropping out). If no founding board members have experience working with special populations, describe the school's pre-opening plan to prepare for special populations.



While the founding board members bring forth a vast degree of experience several of them have limited to minimal experience in working with special populations in a formal way, however the experience of a few coupled with the resources of the others, has led to a strong and diverse board. Dr. Kendra Whitney, a non-voting board member, is a career educator with a vast degree of experience with students with disabilities, students with 504 Plans, English Language Learners, students identified as gifted, and students at risk of dropping out. She has and will continue to utilize her experience to share resources and knowledge with the rest of the founding board to ensure all needs are being met for special populations. In addition to the experience, Dr. Whitney brings to the board, partnering with NC Educational Solutions will assist the board in ensuring that the plans, support, and legal requirements are being met. A second board member that has worked with special populations is Mr. Brandon Price. He previously worked with the Find-A-Friend program for Fayetteville Urban Ministry for 5 of the 8 years he was employed there. In his role, he recruited trained and screened mentors to work one-on-one with youth considered at-risk, in the court system or who had parent(s) that was incarcerated. They used an evidence-based curriculum in group workshops to teach character-building and life skills. Throughout his tenure there, he participated in multiple training conferences to develop his knowledge and success supporting the youth he worked with. He currently represents youth in the court system as an attorney. As you can see, the deep experience of a third of the board, can lift the entirety of the board and broaden as training develops.

Q119. Explain how the instructional plan and curriculum will meet the needs of English Learners (EL), including the following:

- 1. Methods for identifying EL students (and avoiding misidentification).**
- 2. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for EL students.**
- 3. Plans for monitoring and evaluating the progress and success of EL students, including exiting students from EL services.**
- 4. Means for providing qualified staffing for EL students.**



Students who are learning to speak English need accommodations in school to facilitate their learning. English Language Learners (ELLs) will be given assessments upon entering the school to determine where they are with their language acquisition. Classroom teachers and an MTSS Coordinator will design accommodations and instruction geared toward fostering language development.

All students new to H.Y.P.E. Leadership Academy will complete a home language survey (HLS) prior to their first day of school. During the first thirty days of the student's entrance to H.Y.P.E., students identified through the HLS will be administered all four domains (listening, speaking, reading, and writing) of the WIDA screener. Kindergartners enrolling at or during the first semester will be administered the Listening and Speaking domains of the WIDA Screener for Kindergarten. Students enrolling in their second semester will be administered all four domains of the WIDA screener for kindergarten. First-grade students in their first semester will take all four domains of the WIDA Screener for kindergarten. First-grade students in their second semester will take the Grade 1 online WIDA screener. Parents/Guardians of all students who may be considered English Learners eligible for ESL services will be informed within 14 days of the screener administration. H.Y.P.E. Leadership Academy will follow the NC Department of Public Instruction guidelines by providing the WIDA Screener grades 1 - 12 online. H.Y.P.E. Leadership Academy will ensure equitable access to core programs for EL students by providing an EL coordinator that will complete pull-out and push-in services as needed, provide an EL resource page on a Google Classroom by grade bands, provide access to HMH Anywhere with multi-language options, and a variety of parent resources to include Colorin Colorado. When possible, our EL coordinator will be TESOL certified and always be WIDA certified to provide additional language strategies within the core academic programs. EL students in grades kindergarten through 12th grade at H.Y.P.E. Leadership Academy will be administered the ACCESS language proficiency assessment during the second semester of the school year, The ACCESS for EL students is given annually to monitor student's progress in acquiring English language proficiency in academic contexts. H.Y.P.E. Leadership Academy will administer ACCESS English Language Proficiency Assessments online. The results are used to make decisions about students' proficiency with English in academic contexts and to facilitate their language development. Student scores reflect proficiency levels ranging from Level 1 (entering) to Level 6 (reading). At that time students are exited from receiving English language support services. WIDA and ACCESS provide the required training for the successful administration of the WIDA screening and ACCESS English language proficiency assessments. Whenever possible the EL coordinator will also be TESOL-certified to provide more contextual English Language proficiency support.



Applicant Evidence :



DRAFT - LIEP Progra...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q120.Explain how the school will identify and meet the needs of gifted students, including the following:

1. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.
2. Plans for monitoring and evaluating the progress and success of gifted students; and means for providing qualified staffing for gifted students.



H.Y.P.E. will challenge students to learn to the maximum of their ability by offering advanced opportunities either within their general education setting or through advanced sections of classes for students identified as gifted in those subjects. Additionally, all students will receive differentiated instruction within the classroom, requiring work that challenges them to go deeper in their understanding, apply their knowledge and be creative in their work.

Students will be provided the Naglieri Nonverbal Ability Test (NNAT) in grades 3, 5, and 7 to monitor for gifted and talented services. Using a matrix, based on NNAT scores in appropriate grades, teacher recommendations, parent/guardian recommendations, self recommendations, standardized test historical scores, course overall scores, and other cognitive or standardized testing data students will be placed into one of 5 categories of Academically or Intellectually Gifted (AIG) categories.

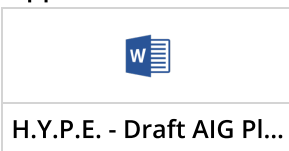
Students will be placed in common cohorts for enrichment opportunities throughout the year and will receive pull-out and push-in services provided by a licensed AIG teacher routinely. Using team recommendations, students will be provided with individualized education plans to best meet their needs and enrichment requirements.

Kindergarten students will be identified through teacher recommendations using classroom data and will enter into a talent discovery phase. These students will be provided enrichment opportunities in either a pull-out or push-in environment for a minimum of six weeks during their kindergarten school year. First and Second-grade students will continue to participate in a Talent Development program or may enter into the Talent Development Program for enrichment opportunities with push-in or pull-out services for enrichment opportunities.

Students in high school will participate in advanced courses such as honors and AP coursework. Enrichment opportunities will be provided such as community service programs, public speaking opportunities, SEL skill sets, field trips, guest speakers, individualized advisement, interview and resume-writing skills, apprenticeships, and University visits.

Please see attached for the drafted AIG plan through NCDPI.

Applicant Evidence :



Uploaded on **4/24/2023**
by **Joe Salisbury**

9.3. Exceptional Children



The public charter school cannot deny admission to any child eligible for special education services as identified under the federal legislation *Individuals with Disabilities Education Improvement Act (IDEA)*, *IDEA regulations*, and *Article 9 115C of the North Carolina General Statutes*, *North Carolina Policies Governing Services for Children with Disabilities*. **All public schools are responsible for hiring licensed and 'highly qualified' special education teachers pursuant to law.** Public schools are required to provide a full continuum of services to meet the unique needs of ALL students with disabilities.

Q121. Identification and Records Explain how you will identify students who are enrolled within the charter school that have previously been found to be eligible for special education services or are protected under Section 504 of the Rehabilitation Act.

H.Y.P.E. Leadership Academy has processes and procedures established to seek information about pre-identified students with disabilities receiving services under Federal IDEA or Section 504 of the Rehabilitation Act. After the initial enrollment application and lottery are completed, all students/parents are required to complete a student registration form which includes questions about whether a student previously had an IEP, 504 Plan, or has been diagnosed as exceptional children or 504 plan records, if any. The school will also conduct a search of student databases including PowerSchool and ECATS to determine if a current student previously received identify all EC and 504 students prior to the first day of school. Further search will continue after the first day to ensure that all EC and 504 students are immediately identified and provided services consistent with existing plans.

Q122. Provide the process for identifying students who may be eligible for special education services as identified in the federal 'Child Find' mandate. Be sure to include how student evaluations and assessments will be completed. Include how the school will avoid misidentification of special education students.



H.Y.P.E. Leadership Academy will fully participate in the Individual Disabilities Education Act (IDEA) "Child Find" program. The "Child Find" poster will be posted on bulletin boards in the school and at a conspicuous place where they will be viewed by parents. The "Child Find" poster will be posted on the school's website. The school's point of contact for the EC Program will be identified on the poster and anyone making a referral will have easy access by telephone, email, or by appointment. A referral form will also be available. All teachers and staff will receive professional development regarding the EC Program, Child Find, and the referral process. The school will post the EC Parent/Student Rights Handbook and the NC EC Policy Manual on the school's website for easy access by parents. Referrals to Child Find follow a process to determine if interventions are appropriate, data collected, and timelines necessary to properly determine if the student is suspected of disability under IDEA. Once a referral has been made to seek possible eligibility under special education, the EC Director will obtain parent permission and facilitate testing and evaluation, obtaining input from teachers, the school psychologist, and assembling all appropriate records. The EC Director will assemble an IEP Team and an appropriate determination will be made regarding the student's eligibility for EC services within the times prescribed by law. The school will avoid misidentification by following all the required steps, obtaining the proper records, and conducting an appropriate and qualified IEP Team processing the process the referral.

Q123. Provide a plan detailing how the records of students with disabilities and 504 Accommodation plans will be properly managed, including the following:

- 1. Requesting Records from previous schools**
- 2. Record Confidentiality (on-site)**
- 3. Record Compliance (on-site)**

H.Y.P.E. Leadership Academy will adopt a policy and procedure regarding records of students with disabilities and 504 plans. At a minimum, the plan requires the confidentiality of all personnel that may handle EC or 504 records. Next, all records are to be stored in a locked records room with restricted access. Records processed from previous schools shall only be handled and processed by school personnel that have completed a written confidentiality agreement after having received proper training on the Federal Educational Right to Privacy Act (FERPA), Section 504 of the Rehabilitation Act, and the Individual Disability Education Act (IDEA) records confidentiality provisions. All EC and 504 records, whether from a previous school or generated by the staff shall remain under lock and key with restricted room access. Appropriate teachers and staff are required to complete a confidentiality statement, and sign-in and sign-out of the records room, and specifically identify which records they view. Only approved personnel will have access to ECATS.

Q124. Exceptional Children's Programming Explain how you will meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive



environment possible.

H.Y.P.E. Leadership Academy's Exceptional Children's Program is designed to meet the needs of students with mild, moderate, and severe disabilities in the least restrictive environment. The school's board and leadership recognize that our students are entitled to a Free and Appropriate Public Education (FAPE). Accordingly, we seek to serve students in the least restrictive environment. How students with disabilities are served is a function of the IEP Team after receiving all proper input, including parent input. The IEP Team will determine the appropriate setting based on whether the student's disabilities are mild, moderate, or severe. The school will maintain the capability to serve students with disabilities directly in the regular classroom (inclusion) by having a licensed EC teacher push-in into the classroom and provide students with the appropriate support (co-teaching). The school will have a "resource" room where students are pulled out of the regular classroom to receive appropriate EC services for a portion of the day. The school will have the ability to operate a "self-contained" classroom where the student can remain for the full school day as provided by the IEP. The school will be prepared to provide "homebound" or "hospital" instruction as needed. Students may also receive "related services." Related services may include speech and audiology services, occupational therapy, psychological services, and physical therapy. Students may also receive various forms of accommodations and modifications /or assistive technology. Accommodations may include a test separate room or read-aloud. Assistive technology may include a hearing aid or other appropriate device. We will provide a full continuum of services to our students with disabilities in a regular setting, resource setting, or separate setting. The IEP Team uses the guiding principle that students must be served in the least restrictive environment, which dictates that children with disabilities should, to the extent that it is possible and meets their needs, be educated in the general education classroom alongside their peers and provided the necessary supports to maximize access to the general education curriculum.

Q125. Describe the specific educational programs, strategies, and additional supports the school will provide to ensure a full continuum of services for students with disabilities. How will the school ensure students' access to the general education curriculum?



HY.P.E. Leadership Academy will provide a full continuum of exceptional children's services in the least restrictive environment. The school will provide services to EC students in a "regular setting," "resource setting" and /or "separate setting" based upon the IEP. The school will serve students with disabilities directly in the regular classroom (inclusion) by having a licensed EC teacher push-in to the classroom and provide students with the appropriate supports via the co-teaching model. The school will have a "resource" room where students are pulled-out of the regular classroom to receive appropriate EC services for a portion of the day. The school will have the ability to operate a "self-contained" classroom where the student will remain for the full school day as determined by services prescribed in the IEP. The school will provide appropriate "related services" through contractors. The school ensures that students have access to the general education curriculum by employing licensed professionals to provide the services and operate the school Exceptional Children's Program. The school leader and EC Director will monitor the operation of the program for compliance, quality, and student and parent satisfaction. The school will use a diagnostic as its primary benchmark testing tool. Exceptional Children participate in the school's general benchmark testing program but may receive appropriate district wide accommodations. The school leadership will monitor students with disabilities along with all other students' academic progress and academic growth and facilitate appropriate supports.

Q126. Describe the methods and support systems that will be in place to ensure students with disabilities receive a Free and Appropriate Public Education (FAPE).

H.Y.P.E. Leadership Academy will provide a full continuum of exceptional children services and have the capacity to provide its exceptional children with a Free and Appropriate Public Education (FAPE). The school will ensure that all students with disabilities are provided the appropriate services and programs identified by the IEP team to meet their needs at no cost to the student's family. The school will operate a "Child Find" program, have policies in place to quickly identify students with existing IEP's and immediately provide appropriate services. The school will employ licensed EC Teachers, provide for proper records security, and meet required schedules for processing referrals, conducting IEP meetings, conducting manifestations hearings, providing resources services, conduct re-evaluations, and otherwise operate a professional quality of services to our students. The Board, School Leaders, and EC Director will properly budget, apply for federal entitlement grant financial resources, and apply for special grant resources as needed. The school will maintain (MoE) with the use of State and/or local funds.

Q127. Describe how implementation of the Individualized Education Plan (IEP) will be monitored and reported to the student, parents, and relevant staff.



The School Director and EC Director will review and monitor IEP's every month and their implementation by reviewing service schedules, reports of service delivery, delivery of related services, maintaining a master schedule of re-evaluations, and other pertinent dates. The School Director and the EC Director will review test accommodations and monitor their implementation. The School Director and the EC Director will review EC students' academic programs as reported on regular benchmark tests. The EC Director will maintain regular communications with parents and provide progress reports to parents with the student's report card.

Q128. Describe the proposed plan for providing related services and to have qualified staffing adequate for the anticipated special needs population.

H.Y.P.E. Leadership Academy will contract with an outside vendor or vendors for the services of a fully licensed School Psychologist, a fully licensed Audiologist and Speech Language Pathologist, a fully licensed Occupational Therapist, a fully licensed Physical Therapist, and a fully licensed School Counselor. The school will budget adequate funds to support the school's provision of related services. The school will maintain copies of all related services personnel's professional licenses and background checks in the EC Office.

9.4. Student Performance Standards

Q129. Describe the student performance standards for the school as a whole.



Student performance standards at H.Y.P.E. Leadership Academy are founded in academic standards and extend beyond to meet the mission and vision of the school. They include academics, leadership and culture, as well as preparation for beyond K-12.

Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals. Students will demonstrate proficiency with a 3 or higher on the EOG and EOC assessments as measured by the State Board of Education.

- Beginning of Grade 3rd grade ELA
- End of Grade 3 - 8 ELA
- End of Grade 3 - 8 Math
- End of Grade 5, 8 Science
- End of Course NC Math 1
- End of Course English II
- End of Course NC Math 3
- End of Course Biology
- 85% of K-8 students in Math and ELA will demonstrate growth from beginning of year benchmarks to end of year benchmarks
- 70% of third grade students will meet their Read to Achieve Grade 3 Benchmark as measured by the State Board of Education.
- HS Students will demonstrate post-secondary readiness through growth as measured by the ACT and Workkeys exams. 80% of students will meet or exceed NC DPI's benchmark score.
- Students will demonstrate a 4-year 80% graduation rate and a 5-year 90% graduation rate.

H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.

- Leader in Me curriculum blocks are evident in the daily and weekly instructional schedules.
- Leader in Me paradigms are evident throughout the school with common language in both written and spoken communication.
- Staff training in the Leader in Me paradigms are embedded throughout each school year as evidenced in professional development training and learning communities.

H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.



- H.Y.P.E. Leadership Academy Pathways are visible throughout the program including course offerings, graduation requirements, documented in student transcripts, and in information shared about the school.
- H.Y.P.E. Leadership Academy Pathways provide engagement for students in project based learning aligned to community service projects and/or programs as evidenced by community partnerships in all 3 pathways.
- H.Y.P.E. Leadership Academy will utilize the techniques from Teach Like a Champion to create a learning environment focused on engaged academics - behavior and culture developed through common language, shared understanding as evidenced in professional development, learning communities and visible in classroom observations.

Student performance standards are paramount to the growth, development, and success of H.Y.P.E. Leadership Academy. In addition to the mission specific performance standards summary above, attached is a 5 year timeline of academic performance standards, as well as further detail of the performance standards aligned to the vision and mission of the school.

Applicant Evidence :

	
H.Y.P.E. Timeline for ...	HYPE Mission Specifi...

Uploaded on **4/27/2023** by **Angela Gilbert** Uploaded on **4/27/2023** by **Angela Gilbert**

Q130.Explain the use of any evaluation tool or assessment that the proposed charter school will use in addition to any state or federally mandated tests. Describe how this data will be used to drive instruction and improve the curriculum over time for the benefit of students.



Measuring student learning to make informed decisions about student instruction is a key component to H.Y.P.E Leadership Academy's student achievement process. H.Y.P.E. implements a balanced assessment system using multiple measures to ensure accurate data is considered in driving student achievement. The assessment system includes processes in administering and using results from summative, formative, and interim assessments in the form of individual student growth testing and curriculum benchmark testing.

Summative Assessments, including BOG and EOG and ACT once high school is added, are administered to determine overall student achievement of standards and benchmarks for the classroom, school, and district. MAP (NWEA) or iReady testing is used in both summative and formative ways. This section refers to the summation of learning that is assessed at the beginning, middle and end of each school year. The information obtained from this assessment measures student growth as well as the level of achievement. Accordingly, students, teachers, and the school program will be evaluated yearly by these performance measures. Formative classroom assessments such as DRA, AMIRA, and classroom instructional assessments provided through HMH and aligned to the HMH Anywhere Curriculum are performed before, during, and/or at the end of teaching to determine instructional direction at individual student and class levels. H.Y.P.E. common assessments are administered on a designated schedule determined by pacing guides to assess student progress toward mastery of grade level teaching standards, which meet or exceed the North Carolina Standard Course of Study (NCSCOS) . The data collected informs teachers what standards will need to be retaught and where strengths and weaknesses are in the classroom. Administratively, this data lends to where strengths and weaknesses are in the district and where coaching and support is necessary for teachers. Additionally, NWEA MAP/iReady assessments are used for multiple measurements. Growth performance is one measure utilized. Students take the assessments 3 times each year. Individual growth targets are determined for each student and progress is measured at the next testing session. Teachers are responsible for achieving at minimum 1 year worth of growth for all students and catch-up growth for students performing below grade level expectations. For students with special circumstances such as students with disabilities, Section 504, English Language learners, or other unique situations, additional guidelines and practices may be necessary to ensure participation in a fair and appropriate manner in compliance with a free and appropriate education.

The Assessment program at H.Y.P.E Leadership Academy, both external and internal, are aligned to our educational goals and consistent with the DPI, for monitoring the achievement of H.Y.P.E's educational goals including meeting the Common Core State Standards. The data collected from all portions of the assessment program help to ensure the students are reaching their full potential and being provided the highest quality of education as set forth in the H.Y.P.E Leadership Academy mission.

Additionally, program and service development staff members including program coordinators,



teachers, administrators, and the Superintendent meet to determine needs of students and research the best practices in meeting the needs of students through support staff, resources, strategies, program design, and training. H.Y.P.E. district level Data Meetings are conducted 3 times each year to discuss data results and success of all the programs including restricted fund programs. They include, but aren't limited to program coordinators, administration, and NC Educational Solutions education department. During meetings, strategies are shared, use of funds for programs, and effectiveness of the programs based on student data and teacher evaluations are all considered. If the program is successful it is determined to be continued. If the program is not successful the team is tasked with research, redesign, and redevelopment following the procedures above to include in the school improvement process.

In summary, H.Y.P.E. Leadership Academy will be using summative and formative assessments, in addition to state and federally mandated tests, to drive instruction at the individual student, classroom, grade, and school level. The data will be reviewed and analyzed as a roadmap to improving instruction and curriculum overtime for the benefit of H.Y.P.E. Leadership Academy students.

Q131.Explain the policies and standards for promoting students, including students with special needs, from one grade level to the next. Discuss how and when promotion criteria will be communicated to parents and students.



H.Y.P.E. Leadership Academy has policies and standards for promoting students, including students with special needs, from one grade level to the next. The procedure below is followed and includes how and when promotion criteria will be communicated to parents and students.

H.Y.P.E. Leadership Academy recognizes that the personal, social, physical, and educational growth of children will vary and that students should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It is the policy of H.Y.P.E. that each student shall be moved forward in a continuous pattern of achievement and growth that is in harmony with his or her own development. Such a pattern should coincide with the system of grade levels established by the Board of Directors and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when s/he has:

1. Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade;
2. In the opinion of the professional staff, achieved the instructional objectives set for the present grade.
3. Demonstrated sufficient proficiency to permit him or her to move ahead in the educational program of the next grade.

However, in addition to these considered factors each year, a student who by the conclusion of the 2nd, 3rd and 8th grade, has not scored within the designated grade level range on a nationally norm-referenced assessment may be retained and required to repeat their current grade level in order to develop the skills necessary to succeed at the next grade level. The School Director or designee approves the final determination of promotion and retention. In addition, the following factors are considered when making a decision for retention by the professional staff in the student's academic and social livelihood:

Student performance based on

1. Report cards
2. Academic records
3. Assessments of student learning
4. Discipline record
5. Attendance record
6. Maturity and social level
7. Age of the student
8. Reading Level

The School Director, however, reserves the right to retain a student in the same grade when in his/her judgment, despite the objection of a parent, and in a combination of the above-listed



factors, strongly suggests that a student needs to have another year of growth in order to be successful at the next grade level.

H.Y.P.E. will communicate the retention policy with families at the start of each school year during open house back-to-school activities, and a retention warning letter will be provided to parents/guardians during parent-teacher conferences if a student is at risk of receiving a retention recommendation.

If a student is recommended for retention at the conclusion of the school year, a meeting will be scheduled by the School Director which should include all relevant stakeholders including teachers, parents/guardians, the School Director or designated administrator, MTSS representative (as relevant to the student), EC representative (as relevant to the student), the school counselor, and any other paraprofessionals who work with the student in an educational/developmental capacity throughout the school year.

Q132. Provide the public charter school's exit standards for graduating ALL students. These standards should set forth what students in the last grade served will know and be able to do. Be sure to include plans for students at risk of dropping out.



The curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach, because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, students at H.Y.P.E. Leadership Academy are encouraged to design, complete, and assess their own projects which are based on current and relevant problems perceived by the students. The leadership-infused curriculum prompts students to collaborate with peers and engage in projects that offer authentic, hands-on experiences. Leadership and Life Skills that are integrated from the Leader In Me curriculum into the core curriculum include: 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self direction, 8) creativity, 9) cross-cultural skills and 10) teamwork.

H.Y.P.E. Leadership Academy's exit standards will meet the needs of the targeted student population by aligning the curriculum with the North Carolina Standard Course of Study, exceeding the North Carolina Department of Public Instruction's graduation requirements, and offering K-12 courses that align with the surrounding counties (Cumberland County, Hoke County, and DoDOE's course offerings) course offerings. H.Y.P.E. Leadership Academy students will be required to meet all NCDPI graduation requirements with additional requirements in leadership coursework in their chosen pathway. The last grade level, 12th grade, will have completed their NCDPI requirements plus additional leadership requirements. Students at the high school will take all 4 English requirements (English I, English II, English 3, English IV), all 4 Math requirements (NCMath 1, NCMath 2, NCMath 3, a 4th Math), all 3 science requirements (Earth Science, Biology, and a Physical Science), all 4 Social Studies requirements (World History, American History, Founding Principles of the U.S., Economics and Personal Finance), a Health and Physical Education credit. In addition, all high school students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive World Languages, 4 Leader in Me Electives (1 per year). Lastly, all H.Y.P.E. Leadership Academy high school students will be required to complete 50 volunteer hours per year and complete 4 electives from their selected pathway.

- The Entrepreneurial Pathway will include courses in accounting, business essentials, business law, business management, entrepreneurship, financial planning, world Languages, Current Affairs, leadership development, career management CTE Internship will be offered. H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings.
- The Health and Wellness Pathway will include courses such as fundamentals of athletic training, health education/PE, PE Pupil instructors, World Languages, leadership development, career management. Specific courses may include biotechnology, health Science, nursing, pharmacy, and health and fitness sciences. H.Y.P.E. Leadership Academy will supplement student choice through North Carolina Virtual Public School Offerings as necessary.



- The College Prep pathway will include AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, band proficient, band advanced, visual arts, art appreciation, Art 1, studio art, dance, beginning, dance intermediate). H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings

The leadership team at H.Y.P.E. Leadership Academy agrees with the NCDPI statement that graduating from high school is a strong predictor of adult success and a limiter of becoming involved with the criminal justice system. Nationwide, the dropout rate has increased since the beginning of the pandemic, with the national rate at 6%. Key strategies for managing the dropout rate at H.Y.P.E. Leadership Academy will be monitoring and immediately addressing chronic absenteeism, monitoring the Home Base program in PowerSchool for at risk indicators/students and allowing administrators, support staff, and teachers to take proactive measures and help students become accountable for their own actions, providing small group and 1:1 advisement sessions with MTSS specialists to create goals for behaviors, attendance, and/or grades that are monitored over time.

To address chronic absenteeism, the school's counselor will monitor absentee data daily, and send out letters to families on days 3, 6, and 10. Conferences will be set up with administration, the school counselor and families of chronic absentee students. Multi-Tiered System of Support is a multi-tiered framework that promotes school improvement through engaging, research-based academic and behavioral practices that uses data and a problem solving matrix to maximize growth for all students. MTSS specialists, along with the classroom teachers, will use a tiered system to monitor and address individual and small group student needs. Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, using HMH anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects.


Focusing on developing future global leaders, a focus will be on decision-making, problem-solving, financial literacy, and communication skills across all disciplines utilizing the paradigms in the Leader in Me program. Tier II interventions will occur in the classroom as small-group instruction, using HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, AIG, EC, and ELL specialists will push in or pull students out during this time for differentiated instruction based on the students' needs. Tier II Interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will meet for goal-setting and weekly monitoring of their progress towards their goals. Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. Pull-out sessions for students will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction. Tier III interventions may also include behavior or



attendance monitoring. For these interventions, an MTSS specialist and the student will have 1:1 meetings as often as necessary to work towards attendance and behavior goals.

In summary, the systems and structures H.Y.P.E. Leadership Academy will implement to support students at risk of dropping out and/or not meeting the proposed graduation requirements to successful completion include a multitiered system of support. From staff members to program structures and direct teaching of leadership paradigms found embedded in the pillars of our school; respect, responsibility, resourcefulness, and resilience, we will strive to empower students to persevere through obstacles and become leaders in their education and their life beyond. All North Carolina public high school students must meet minimum state requirements to earn a diploma and graduate. The North Carolina Department of Public Instruction requires at least 22 credits in the Future-Ready Course of Study to graduate from high school. Students graduating from H.Y.P.E. Leadership Academy will complete a minimum of 26 credits upon completion of their High School Pathway. The H.Y.P.E. Leadership Academy graduation requirements ensure that a student is prepared for a life as a global leader in either Entrepreneurship, Health and Wellness, College-Ready skills, or whatever pathway they choose after they graduate. In addition to the English, Math, Science, Social Studies, and Health and Physical Education credits that are in the Future Ready Course of Study, students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive world languages, 4 Electives in the Leader in Me pathway, and then have opportunities to take at least 4 electives in a variety of areas that meet their pathway needs. Students at H.Y.P.E. Leadership Academy will be required to participate in 50 volunteer hours per year. This means that as 12th grade students, exit standards consist of meeting the requirements of NCDPI graduation and the additional graduation requirements set forth for students graduation from H.Y.P.E. Leadership Academy thus prepared with future core knowledge, as well as having a foundation to move forward into post-secondary career workforce in entrepreneurship, health and wellness, or into a college course of study.

Applicant Evidence :


H.Y.P.E. Graduation ...

Uploaded on **4/28/2023**
by **Angela Gilbert**

9.5. School Culture and Discipline

Q133. Describe the culture or ethos of the proposed school. Explain how it will promote a



positive academic environment and reinforce student intellectual and social development.

H.Y.P.E. Leadership Academy will develop a framework of common language for students, staff, and stakeholders built upon a foundation of Teach Like a Champion (TLaC) and The Leader in Me. Before the start of the school year, staff will receive professional development training in TLaC and The Leader in Me and will build the language of both programs into the design of their classrooms and learning activities. These concepts will also be present throughout the school in order to reinforce this common language for the entire school community and ensure that it is integrated fully into the culture of H.Y.P.E. During the first 10 days of school, the emphasis on classroom and school-wide activities will be centered on teaching, promoting, and practicing the ethos of the school as students learn about the application of TLaC and The Leader in Me relative to their grade level. Throughout the school year teachers will come together during monthly professional development opportunities to design and plan the student's LiM projects, working within grade bands and within subject-specific groupings. The Leader in Me paradigm seeks to create Highly Effective staff, faculty, and students. We achieve this by developing 7 Habits; 1. Be Proactive, 2. Begin with the End in Mind, 3. Put First Things First, 4. Think Win/Win, 5. Seek First to Understand Then to be Understood, 6. Synergize, and 7. Sharpen the Saw. Instilling these 7 Habits will create a Highly Effective Habitat or Culture which will transfer throughout the program into academic, leadership, and extracurricular activities that students will engage in.

In addition to the common language built around TLaC and the Leader in Me, staff and students will be learning about the 4 pillars upon which H.Y.P.E. and servant leadership are built. The 4 pillars of Responsibility, Respect, Resourcefulness, and Resilience will be visibly present throughout the school building and each classroom, and will also be intrinsically linked to the academic, leadership, and extracurricular activities that staff and students engage in.

In summary, the culture or ethos at H.Y.P.E. Leadership Academy will promote a positive academic environment through the development of the Leader in Me highly effective habits. Those habits will not only be a common language used to interact between staff and students but instilled in the work ethic to reinforce student intellectual and social development.

Q134. Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for acculturating students who enter the school mid-year.



The culture building for H.Y.P.E. Leadership Academy has already begun. It started with the development of the charter plan and the deep-rooted tenets of the school at the inception of the Board of Directors. As surveys, partnerships, community meetings, and discussions are happening, at the center is the vision and mission of H.Y.P.E. Leadership Academy.

The next phase in the development of the culture is the recruitment of staff and families. Throughout the recruitment process, the Board of Directors and school leadership will be communicating the vision and mission of the school focused on building leadership and utilizing the common language of the Leader in Me habits of highly effective people. The goal is to recruit both staff and families that are aligned to carrying out the mission and vision of the school.

Moving forward, the staff will be trained to begin with the on boarding process prior to the first day of students. The yearly Academic calendar for H.Y.P.E. Leadership Academy begins August 12 for mandatory professional development days for new staff. This will allow the leadership team to share the school culture, begin training with the Leader In Me and Teach Like a Champion models, and delve deeper into the integration of that common language with expected instructional strategies and modes of instruction. Additional training will reflect the development of utilizing the common language with regard to addressing student behavior and opportunities to make the common language visible throughout the classroom and the school.

During student and family orientations, these visuals and guiding practices will be shared. During the first days of school, systems, and routines will be taught that incorporate the common language and “what to do directions” for example. Clear expectations with appropriate behaviors and responses will be modeled and practiced. Those systems, routines, and behaviors will expand beyond the classroom to common areas and shared times. Attached is an example of a behavior matrix providing clear expectations aligned to the Leader in Me habits. Throughout the year, additional coaching, training, and support will be provided with resources such as this matrix. Leadership projects will begin, and reflection will take place each year to grow and strengthen the tenets of the school.

The Leader in Me program is at the core, developing leaders. Through the process, they have encouraged schools to utilize lighthouse teams. The lighthouse team of students and of staff are leaders within the school. These teams will be utilized to support the acculturation of new students and staff. The H.Y.P.E. lighthouse teams will be assigned to on boarding new students and new staff members by sharing with them the “H.Y.P.E. Leadership way” and being a support system for them.

In following years, returning staff will begin on or around August 15-23 to join the new staff, where they will work as a community to build our leadership culture, design the student return to school week with a common language and theme, decorate classrooms, review the year’s instructional strategies, sign up for our community and lighthouse teams, review the school calendar and Leadership Day, begin setting up community events, and design their makers' space for their



Leader In Me project blocks. Students begin school on August 28th and will take the first week to learn school culture, receive their information/resources for the Leader In Me model, begin hearing and using our common language, and practice the school routines. This first month of teacher and student training is key to establishing the school culture of leadership for our school-wide team, the goals of a culture of leadership, academic excellence, career pathways, and a community of committed students and staff. Each month has a continuous School Improvement/Workday built into the school calendar to continue with professional development training in our problem-based learning projects, The Leader In Me model, Teach Like a Champion techniques Professional Learning Community meetings will take place weekly and LiM, TLaC, and culture will be topics of discussion. In October and March, the school will conduct student-led conferences, where students present their portfolios and projects, and self-analyze their classroom grades for their parents with teachers as facilitators, growing their leadership and expanding on our culture. In this way, students learn to be advocates and take accountability for their own learning. In March the school will participate in a Leadership Day that aligns with the Leader in Me conference dates.

In summary, H.Y.P.E. Leadership Academy has already begun to create and build the culture of leadership founded in the 7 Habits of Highly Effective People. The growth and implementation of the culture will continue as the charter is awarded and be continuous from this point forward with very clear and specific use of common language and paradigms that will be modeled between students and staff alike from the very first day they choose to be a part of the H.Y.P.E. Leadership Academy family. Whether students or staff begin at the start of the year or mid-way through the year, they will be supported with resources, common language, and visuals to support their successful acculturation.

Applicant Evidence :


H.Y.P.E. Sample Scho...

Uploaded on **4/27/2023**
by **Angela Gilbert**

Q135. Provide a brief narrative that delineates how student conduct will be governed at the proposed charter school and how this plan aligns with the overall mission and proposed Education Plan of the charter school. Be sure to include:

- 1. Practices the school will use to promote effective discipline.**
- 2. A preliminary list and definitions of the offenses which may result in suspension or expulsion of students.**
- 3. An explanation of how the school will take into account the rights of students with**



disabilities in regard to these actions that may or must lead to suspension and expulsion.

4. Policies and procedures disseminating due process rights, including grievance procedures, for when a student is suspended or expelled.



Student conduct at H.Y.P.E. Leadership Academy will be governed through a lens of developing leaders of self and others, leading to the attainment of our mission. H.Y.P.E. Leadership Academy recognizes that along the journey of this realization there will be missteps. As educators, it is the responsibility to teach students positive replacement behavior through clear expectations and restorative opportunities. Clear expectations are outlined in the draft student handbook and provide direction for success in promoting effective discipline. Below are the draft general guidelines of school discipline at H.Y.P.E. Leadership Academy. Additionally, a preliminary list and definitions of offenses, which may result in suspension or expulsion of students, as well as rights of students with disabilities with regard to disciplinary action, due process rights and grievance procedures are outlined in the code of conduct and attached.

GENERAL PURPOSE OF SCHOOL DISCIPLINE

School discipline has two main goals: (1) ensure the safety of staff and students, and (2) create an environment conducive to learning. Serious student misconduct involving violent or criminal behavior defeats these goals and often makes headlines in the process. However, the most common discipline problems involve non-criminal student behavior.

These less dramatic problems may not threaten personal safety, but they still negatively affect the learning environment. Disruptions interrupt lessons for all students, and disruptive students lose even more learning time. It is important to keep the ultimate goal in mind while working to improve school discipline. As education researcher Daniel Duke (1989) points out, "the goal of good behavior is necessary, but not sufficient to ensure academic growth." **Effective school discipline strategies seek to encourage responsible behavior and to provide all students with a satisfying school experience as well as to discourage misconduct.**

Research tells us that children are "hardwired" from birth to connect with others, and that children who feel a sense of connection to their community, family, and school are less likely to misbehave. To be successful, contributing members of their community, children must learn necessary social and life skills. Positive discipline is based on the understanding that discipline must be taught and that discipline teaches.

At H.Y.P.E. Leadership Academy our paradigm remains that first we must become leaders of self and in turn we will become leaders of others. This is true in the development of behavior, choices and the true nature of teaching through discipline.

The tools and concepts of positive discipline in conjunction with the 7 Habits of Highly Effective People include:

Mutual respect. Adults model firmness by respecting themselves and the needs of the situation, and kindness by respecting the needs of the child.



Identifying the belief behind the behavior. Effective discipline recognizes the reasons kids do what they do and works to change those beliefs, rather than merely attempting to change behavior.

Effective communication and problem solving skills.

Discipline that teaches (and is neither permissive nor punitive).

Focusing on solutions instead of punishment.

Encouragement (instead of praise). Encouragement notices effort and improvement, not just success, and builds long-term self-esteem and empowerment.

STUDENT RESPONSIBILITIES

Each student has the responsibility to:

- Respect the inherent human dignity and worth of every individual.
- Be informed of and adhere to all rules and regulations established by H.Y.P.E. and implemented by school administrators, teachers, and support staff for the welfare and safety of all students.
- Study diligently and strive to reach the highest possible level of academic achievement.
- Be punctual to school and classes.
- Refrain from slanderous remarks and obscenity in verbal and written expression.
- Dress and present oneself in a manner that meets the standards of health, cleanliness, safety, and the H.Y.P.E. Dress Code.
- Help maintain and improve H.Y.P.E. Leadership Academy's school environment, preserve school property and exercise the utmost care while using school equipment and facilities.
- Conduct oneself in an appropriate manner while in attendance at all school sponsored and/or related events.
- Continue to be, or strive to become more actively involved in one's education and personal growth ultimately becoming leaders of self and others.

SCHOOL WIDE RULES:

H.Y.P.E.'s ultimate goal is to produce students who are respectful, responsible, and resourceful to lead to positive leaders of self and others.

Respectful students are polite and use manners. They use appropriate language and appropriate voice levels when talking in the building and to others. They listen to and follow the direction of authority figures. They walk in the building. They keep their hands, feet, and objects to themselves. They keep a comfortable distance away from other peoples' personal space. They allow the teacher to teach and minimize disruptions to the learning environment. They use safe measures and decision making when dealing with themselves, other students, staff, parents, and the school. They



utilize good communication skills when dealing with others including listening and responding appropriately to concerns.

Responsible students make decisions to follow rules appropriately. They behave in a safe way for themselves and others. They care about the cleanliness of their school environment and take pride in helping to keep it clean. They make sure they are in proper uniform when they leave for school in the morning and remain in proper uniform throughout the school day. They make sure they have all they need for the day including finished homework, signed papers, and a lunch and are prepared to learn. When a choice or decision has the potential for negative consequences, responsible students admit wrongdoing and are accountable for their actions.

Resourceful students are able to problem solve. They utilize people, places, and things to find answers to problems that they are having. They seek the appropriate help when they need it including adults that are on staff and the closest to get to. They help others when they can by getting an appropriate adult, or informing an appropriate adult if another student or person needs help. They try to use conflict resolution strategies to solve student to student issues appropriately and when that doesn't work they seek help from an appropriate adult. If they are in immediate danger they use good decisions to get out of it as soon as possible and then inform the nearest appropriate adult.

Specific School Rules:

1) Be prepared to learn:

Including: being on time, bringing all necessary school materials (including completed homework), not disrupting the learning environment, and taking care of other business outside of the classroom.

2) Follow the direction of the teacher or staff members in charge:

Including: teacher directives, classroom and school rules, requests to sit down or in a specific seat, requests to take notes, read, or any academic tasks or behavioral tasks, etc.

3) Be respectful:

Including: using your manners, cleaning up after yourself, being nice and cooperative to the teacher, other staff, other students, guests, and self, using appropriate language at all times throughout the school, talking in an appropriate tone and level when speaking with authority, students, and guests within the building and classrooms, keeping hands, feet, and objects to self, keeping an appropriate distance from the personal space of others, and taking appropriate care of the school facility, furniture, grounds, and materials.

4) Be safe:



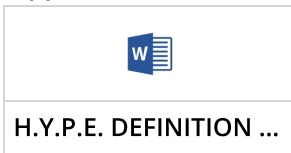
Including: walking at all times both in the school and outside, upon dismissal and at arrival, keeping hands, feet, and objects to yourself, do not spit or bite others, keeping an appropriate distance from others, and keeping toy weapons at home – (guns, knives, handcuffs, etc. are NOT PERMITTED)

CLASSROOM RULES:

Each educator has the opportunity to make reasonable and appropriate additions and/or amendments to H.Y.P.E. Rules within the confines of their classroom. This is in order to make the learning environment safe, orderly, age appropriate and to establish leadership and ownership over their own collective space.

See attachment for the definition of disciplinary actions.

Applicant Evidence :



Uploaded on **4/28/2023**
by **Angela Gilbert**

9.6. Certify

Q136. **This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- Yes
- No

Q137. **Explanation (optional):**



10. Governance and Capacity

10.1. School Governing Body

Q138. **Organization Street Address (if you have one)**

- **On the Organization Information page, you already provided the mailing address.**

0 Fayetteville Rd

Raeford, NC 28376


10.2. Governance

The private nonprofit corporation or municipality is the legal entity that has responsibility for all aspects of the proposed charter school. Its members should reflect the ability to operate a charter school from both business and education perspectives.


Q139. **Using the attached resource as a template, please complete the table depicting the initial members of the nonprofit organization.**

Upload Required File Type: excel Max File Size: 30 Total Files Count: 3

Resources


Initial Members of t...

Applicant Evidence :


HYPE - Initial Membe...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Q140. **Describe the governance structure of the proposed charter school, including the**



governing board's functions, primary duties, roles, and responsibilities as it relates to overseeing the charter school. Include how the board will recruit, hire, and supervise the lead administrator.

The primary function of the Board of H.Y.P.E. Leadership Academy (H.Y.P.E.) will be to decide matters related to the operation of the school, including budgeting, curriculum, and operating procedures. The Board has been established in a conventional method with non-compensated members and directors and shall operate in accordance with their approved bylaws. The Board will retain all authority for decision-making pertaining to policy, procedure, curriculum, and other operating, instructional, and non-instructional matters with professional education and management services being provided to them by NC Educational Solutions (NCES), an Education Management Organization ("CMO"). Although the Board has entered into a CMO agreement, the authority to supervise and control the business and operations of the School remains with the Board, which is invested with all powers necessary or desirable for carrying out the educational leadership program. As stated in the CMO agreement with NCES, the Board contracts with NCES for the provision of all management labor and supervision necessary for the provision of educational services to students, and the management, operation, and maintenance of the School in accordance with the charter, SBE policy, Federal and State laws, and regulations.

The Board knows the boundary between governance and operations. The Board will work closely with NCES and the School Director in determining best practices. The School Director will be an employee of the CMO with approval by the Board after a careful review of the candidate's qualifications, goals, track record, and integrity. The individual board members and NCES will be responsible for recruiting the school director and recommending a qualified candidate to the full Board. The School Director will be subject to an employment agreement with guiding expectations, authority, and responsibility pertaining to relationships with the Board and their state. The school director will report to NCES daily. Should the board have any concerns about the School Director, they will inform NCES and NCES will take the appropriate actions to remedy the Board's concern. The School Director will be evaluated annually by the CMO as well as the board. The evaluation will include a quantitative and qualitative analysis of academic, financial, and operational performance.

Q141. Describe the size, current and desired composition, powers, and duties of the governing board.



The H.Y.P.E. Leadership Academy Board supports a governance philosophy where the board makes the board policies based on school obligations, mission, and S.M.A.R.T. goals, and where the board has an advisory role, focusing on productivity and results. We strive to have each board member bring value to the school through active participation and sustain cooperation and harmony between management and the board. Lastly, we recognize that the success of our school lies in part in our ability to govern with commitment and skill. The Board shall develop the standards and criteria by which they will evaluate themselves. In developing the standards and criteria, the board is to agree on what performance standards and criteria are important to ensure that the school is doing the right things in the most efficient manner possible.

The Board process will center on the opportunity to engage in a constructive dialogue about making H.Y.P.E. Leadership Academy's future better. The Board will focus its duties and responsibilities as follows:

1. Conduct of board meetings, how we work together as a group as well as what we want to accomplish as a group
2. Board Adherence to policies and bylaws
3. Board Member Preparation and training
4. Long-range (5+ years) planning
5. Board time spent on educational and student achievement issues
6. Board Member communications

In addition, the board will annually evaluate its progress toward meeting its organizational and performance goals each June. The board will also make necessary changes to the budget at the budget hearing each June.

Size (5-7)

The board's size shall be between 5 and 7 members. The goal is to have a variety of skill sets on the board, composed of Business, Education, Leadership, Finance, Science, and Military Community. Other considerations will be Legal and Parent. The board will be contracting with legal counsel, so it was not a priority over the parent option. This structure will help to balance all the facets required to implement school success. Charter schools need strong educational expertise to employ innovation and excellence as well as sound expertise in business and financial practices because charters are in fact businesses. In addition to that framework, H.Y.P.E. Leadership Academy will be providing a focus on DEVELOPING LEADERS, which will have a board member that's fluent in the subject matter. Also, because there is a strong military community presence in Hoke County and the surrounding areas, we want to ensure that the school is connected in that area, as well. The key is that all board



members are passionate and committed to the mission and goals of the school and want to share their expertise to make it a success. The board will evaluate the success of the school and the school director based on the progress toward the mission-specific goals and the benchmarks set forth for the school. The board will participate in strategic planning to ensure that the goals remain updated and relevant to the mission of the school. The board will ensure that there is an active representation of all desired stakeholders, including parents. If there is not a direct parent or military representative on the board, the board will seek out those members to serve in some capacity, even on board committees. Sub-committees will be created to ensure the school is maximizing its planning and goal-setting for the future of the school.

Q142. Describe the founding board's individual and collective qualifications for implementing the school design successfully, including capacity in such areas as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent/community engagement.



The H.Y.P.E. Leadership Academy Board of Directors is composed of leaders in educational, civic, business, and military careers whose experiences and training align with the mission of the school to identify and develop the leadership potential of students.

The H.Y.P.E. Board of Directors includes two senior military officers, one retired and one still on active duty; an adjunct professor at Fayetteville State University who is also a non-profit director; an assistant professor in Business and Economics at Fayetteville State University; a practicing lawyer and CEO of the local Habitat for Humanity; a certified public accountant with vast experience serving on and leading non-profit boards, including currently serving on the East Carolina University Board of Directors; and an Educational Coach at The Capitol Encore Academy with multiple certifications.

Alberta Lampkins, who is the president, is a non-profit director for Fayetteville-Raeford Cares, as well as an Adjunct Professor at Fayetteville State University in the Sociology department. Alberta has years of parent/community engagement through her teaching and her non-profit, which is a mentoring program in the area for underprivileged youths.

Dr. Rodney McCrowre, who is the vice president, is an assistant professor in Business and Economics at Fayetteville State University. Currently, he serves on the Institute for Community Leadership Board and has ties to local and state officials.

Robert "Jason" Poole, who is the treasurer, is a certified public accountant with vast experience serving on and leading non-profit boards, including currently serving on the East Carolina University Board of Directors. Jason's expertise as a CPA will allow the school to stay on budget while navigating tax laws. Jason was also on the initial board for The Capitol Encore Academy, another charter school located in North Carolina, and is familiar with the charter school process.

Bradford Gaddy, who is the secretary, is a retired senior military officer who also worked in data analysis. He has built a strong relationship with the local community.

Brandon Price, who is a member, is the current CEO of the Fayetteville Habitat for Humanity and an attorney by trade. He currently holds a law license in Alabama and North Carolina and has worked hard on community efforts. He is also able to navigate school and federal law as a practicing attorney and, as the CEO of HfH, he is able to navigate non-profit management for the school.

Michael Burns, who is a member, is a senior military officer who is tasked with public affairs, relations, and outreach for the US Army on Fort Bragg. His job requires knowledge of all families and personnel on Fort Bragg and in the surrounding areas. He has also served in an Officer role through leadership for the past 20 years, often leading young soldiers.

Finally, Dr. Kendra Whitney, who is a non-voting member, is currently an educational coach for The Capitol Encore Academy and helped develop the curriculum and education plan for H.Y.P.E. Leadership Academy. Dr. Whitney holds a Teaching Licensure, an AP Certification, an IBO



Certification, and an AGT Certification. She has worked in schools for the better part of 25 years and has helped develop and implement curricula in multiple charter schools across multiple states.

These leaders in their fields will help to govern the implementation of our leadership education programming while providing guidance through experience that can support the growth and development of students, staff, and other stakeholders.



Q143. Explain how this governance structure and composition will help ensure that

- 1. The school will be an educational and operational success;**
- 2. The board will evaluate the success of the school and school leader; and**
- 3. There will be active and effective representation of key stakeholders, including parents.**

The H.Y.P.E. Leadership Academy Board of Directors recognizes and understands that as a governing board, their functions, duties, roles, and responsibilities are to oversee the charter school and its mission and will fulfill as such. The Board of Directions has developed a guiding vision, mission, and mission specific goals. In partnership with the CMO, NC Educational Solutions, referred to as NCES, the Board will work to meet the mission specific goals. NCES will work with school leadership, the staff, students, families, and community to carry out the mission and will report on progress toward the performance indicators. The H.Y.P.E. Board of Directors, as described above in Q142, will help to ensure that the board has the knowledge and skills to perform their duties effectively in ensuring the success and growth of the school.

The Board of Directors shall develop the standards and criteria by which they will evaluate themselves. In developing the standards and criteria, the board is to be in agreement on what performance standards and criteria are important to ensure that the school is doing the right things in the most efficient and effective manner possible.

The Board process will center on the opportunity to engage in a constructive dialog about making the future better. The Board will focus its duties and responsibilities as follows:

- Conduct of board meetings, how we work together as a group as well as what we accomplish as a group
- Board adherence to policies and bylaws
- Board member preparation
- Long-range planning and monitoring
- Board time spent on educational and student achievement issues
- Board member communication

In addition, the board will annually evaluate its progress toward meeting its organizational and performance goals.

Q144. Explain the procedure by which the founding board members have been recruited and selected. If a position is vacant, how and on what timeline will new members be recruited and added to the board?



According to the National Charter School Resource Center, "effective board governance does not come without first finding people who are willing and able to serve. As the number of charter schools has grown, so has the need for people to serve on boards." It will be essential for recruiting to be intentional and focused, not just on those willing to serve, but also on those who have a passion for quality educational choice as well as a specific skill set that will contribute to the overall health of the board and ultimately, the school. The recruitment of board members for H.Y.P.E. Leadership Academy has been deliberate to ensure a well-rounded group, representative of many different perspectives and skills. The skill sets range from extensive education experience to business and finance, and then other important areas.

When filling a board vacancy, the founding team believes that it is necessary to seek specific, targeted recommendations from a wide variety of sources. Upon receiving recommendations, all potential board members must go through an appropriate vetting process to educate them on the responsibilities of board members and to see if they will be a good fit for them. It is the goal of the board to leave no vacancy unfilled for longer than six months.

Q145. Describe the group's ties to and/or knowledge of the target community.

As stated above in Q142, multiple members of H.Y.P.E.'s board have direct ties to the community. First, Alberta Lamkins, a Hoke County resident, is the director of Fayetteville-Raeford Cares. From their website: "The National CARES Mentoring Movement is a pioneering, community-mobilization initiative that directly addresses the life-shredding effects of intergenerational Black poverty and lays a blueprint for community recovery. Anchored by a 58 U.S-city affiliate network, we are the nation's recognized leader in the recruitment, training, and engagement of African American mentors, and the only organization in the U.S. providing holistic programming on a national scale to advance Black children, growing up in poverty. Fayetteville-Raeford CARES Mentoring Movement is an affiliate of National CARES and has been serving the region since early 2019." Next, Brandon Price, also a Hoke County resident, is the CEO of Habitat for Humanity, which has communities they're working on through Cumberland, Hoke, Sampson, and Robeson Counties. Through partnerships and home building, Mr. Price has created a network of individuals that span the area.

Q146. Outline the strategic board calendar detailing how often the board will meet according to the bylaws established.

The board will meet a minimum of 10 times per year, with the expectation that they meet 12 times per year, or once per month. Each June they will vote on the following year's board meeting dates and times and will also have a budget hearing meeting to finalize budget revisions as well as approve the budget for the following year. This will also constitute their annual organization meeting as a board.



Q147. What kinds of orientation or training will new board members receive, and what kinds of ongoing professional development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

The Board's role is to govern and in doing so they make decisions about policies, finances, operations, and academics and as such need to understand the legal and human impact of those decisions. All board members, whether experienced or not, need to be up to date on laws and educational practices that impact schools, as well as those crucial elements to the achievement of the H.Y.P.E. Leadership Academy mission. The following is a draft calendar of trainings:

Annual Training

- Fall and Spring Legal Policy Updates: NCSI
- Critical Topics in Schools: TBD
- School Safety: TBD
- Others as needed whether individually or as a group: TBD
- Optional Office of Charter Schools Board training: TBD

On-Boarding

- Governance - Roles of School Board Members: NCSI
- Finance - Understanding Financial Reports: TBD
- Leader in Me Overview: School Team
- Teach Like a Champion Overview: School Team
- Curriculum, Assessment, Instruction Overview, and DPI: School Team
- Understanding School Data Reports (NWEA/Waggle): School Team
- Understanding NCDPI Accountability Reports: School Team
- Understanding Special Populations within Schools: School Team
- Understanding School Discipline in Schools: TBD
- Others as needed whether individually or as a group: TBD

Q148. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.



Board membership often involves situations where ethics come into play, making even the appearance of a conflict-of-interest problematic for both the board member and H.Y.P.E. Leadership Academy.

It is important for the board to be diligent whenever new contractual agreements are considered and to avoid conflicts or the appearance of conflicts. It will also be imperative for board members to understand the interest and relationships of potential members prior to considering their appointment as board members.

A conflict of interest is defined as an instance in which a public official's decisions are influenced by his/her personal interests. Members of government boards must always be cognizant of their public trust in relation to their private business dealings. Because of the deep community impact, H.Y.P.E. Leadership Academy will incur, the board recognizes the opportunity for conflicts to arise amongst board members. The board has agreed to maintain high levels of integrity and remove personal hats for the betterment of H.Y.P.E. Leadership Academy. The by-laws hold that if a conflict arises, the board member will abstain from any discussion or vote on the matter. If other members of the board feel there has been a Conflict, they will immediately seek to resolve the situation even if they vote to remove a member based on unethical behaviors.

Q149. Explain the decision-making processes the board will use to develop school policies.

The Board of Directors at H.Y.P.E. Leadership Academy will use The National Charter School Institute (NCSI) for Board training and development of legally required Board Policies. This service will assist the Board in crafting accurate and necessary policies for successful governance. It will also ensure that the Board continues to update its policies as new laws or regulations are introduced. Access to the policies is also secure and web based, making the policies themselves more user friendly and readily able for distribution. Training from NCSI, as well as other programmatic training will help the Board members to more clearly understand their roles and responsibilities in the governance of the school. Lastly, the board will utilize the vision and the mission to guide decisions understanding that aside from legal implications, decisions that are not aligned to the mission the school may not be warranted.

Q150. Describe any advisory bodies, councils, or associations listed in the organization chart or to be formed, including the roles and duties of that body, and the reporting structure as it relates to the school's governing body and leadership.



Currently, the only association that is listed in the organization chart is the Family and Educator Organization. This is a body that will be comprised of parents and staff that will work with the SIT team, as well as outside of the school SIT team, to help benefit the school and report issues that may not reach the administration.

Q151. Discuss the school's grievance process for parents and staff members.



PARENT GRIEVANCES

H.Y.P.E. Leadership Academy is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

1. The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
2. No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
3. The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
4. Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director's decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director's written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an



alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.


Q152. Attach as Appendix G Organizational Chart

- A well-defined organizational chart showing the relationship of the Board of Directors to the parents and staff of the proposed charter school. This chart should also include lines of authority to and from any outside entity that will play a role in managing or supporting the charter school (such as educational service providers, advisory bodies, or parent/teacher councils).

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :


HYPE Leadership Or...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q153. Attach as Appendix H Charter School Board Member Information Form and Resume

- A one-page resume from each founding board member and responses to the questions found on the Charter School Board Member Form


Upload Required File Type: pdf, excel, word Max File Size: 30 Total Files Count: 50



Resources


Charter School Boar...

Applicant Evidence :


HYPE Board Info For...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q154. Attach Appendix I For Each Board Member

1. Charter School Board Member Background Certification Statement and
2. Completed Background Check


PLEASE NOTE: A background check that does not meet the following requirements will be deemed incomplete and could jeopardize the submission status of your application.

- **Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).**
- **Background check must include any additional aliases that have been used by the individual.**
- **Background check must include a completed county level check for any county returned in the Social Security Trace.**
- **Background check must include a completed nationwide check.**

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30


Total Files Count: 50

Resources


Charter School Boar...



Applicant Evidence :


HYPE Board Member...


Uploaded on **4/28/2023**
by **Joe Salisbury**

Q155. Attach as Appendix J Proposed By-Laws of the Nonprofit Organization or Municipality The proposed by-laws, which must include a Conflict of Interest Policy for board members and a stated commitment to the NC Open Meetings Law.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 3

Applicant Evidence :


HYPE - Bylaws.pdf


HYPE - Conflict of Int...


HYPE - Conflict of Int...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q156. Attach Appendix K Articles of Incorporation or Municipal Charter

- If the applicant is a non-profit board of directors, attach a copy of the articles of incorporation from the NC Department of the Secretary of State.
- If the applicant is a municipality, attach a copy of the municipal charter.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Comments :

I don't know if it's the website or the security of the Document, but the EIN information should be attached.




Applicant Evidence :



HYPE - Articles Of In...

Uploaded on **4/24/2023**
by **Joe Salisbury**



HYPE EIN Document ...


Uploaded on **4/28/2023**
by **Joe Salisbury**

10.3. Staffing Plans, Hiring, and Management

Q157. Projected Staff Complete the staffing chart below outlining your staffing projections. Adjust or add functions and titles as needed to reflect variations in school models. Be mindful that your predicted administration and staff match the projected enrollment noted in Section I, course offerings, and align with the proposed budget.


Upload Required File Type: excel Max File Size: 30 Total Files Count: 10

Resources



Staffing Chart Templ...

Applicant Evidence :



HYPE - Staffing Chart...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q158. Staffing Plans, Hiring, and Management Explain the board's strategy for recruiting and retaining high-performing teachers.



The board's strategy for recruiting and retaining high-performing teachers includes having a comprehensive and competitive benefits package in addition to creating a culture that supports desirable working conditions. H.Y.P.E. Leadership Academy anticipates drawing teachers and other employees from a wide range of backgrounds including recent graduates, seasoned veterans, troops to teachers, and military spouses. Just as the community has been strengthened through diversity, H.Y.P.E. Leadership Academy intends to encompass those ideals in employment and enrollment.

High salaries are often thought of as a way to lure and retain high-quality teachers, however, the Center for Teaching Quality has done considerable research demonstrating that high salaries may bring a teacher to the school, but they often are not enough to make them stay. Retaining a quality work staff is a combination of factors including preparedness, working conditions, adequate support, and then salaries. Keeping these factors in mind, the vision of staff recruitment and retention at H.Y.P.E. Leadership Academy should be thought of as a people-centered approach. The board understands that being able to offer a great work-life balance through the benefits package, as well as acknowledging the importance of providing for the employee and their family, that of critical importance is establishing a relationship with staff through open communication with a professional and supportive working environment will yield the greatest dividends in terms of student achievement and retention of highly qualified staff. Additionally, the board's strategy extends to creating a dynamic and family-oriented environment that lends itself to a feeling of belonging and ownership. Once they are a member of the team, they realize they are an integral part of the family and respond as such.


The recruitment of faculty and staff will be a critical responsibility of NC Educational Solutions, NCES. H.Y.P.E Leadership Academy will benefit from a customized recruitment strategy that evaluates the availability of teachers, paraprofessionals, and other support professionals in the geographic vicinity and will attract candidates that are demographically diverse and representative of the area in which the school resides. Based on this analysis, advertising, and candidate-sourcing strategies will be developed to attract educators with the skills, experience, and personal attributes required for success in our school. Additionally, the school will develop partnerships with colleges and universities, Troops-to-Teachers, and Teach for America, first seeking to recruit locally, then statewide and nationally. The Academy leadership team will determine staff structuring and restructuring based on skill and performance to best serve the needs of students.


Attracting, developing, focusing, and retaining high-performing employees will be essential to the success of the school and the completion of its mission, to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. In conjunction with the principal of the school, NCES will work to recruit high-caliber individuals who are selected based on their credentials and belief in the type of programming H.Y.P.E. Leadership Academy seeks to provide. Moreover, NCES and the board



will ensure that each selected employee continues to meet the ongoing needs of students and parents and that appropriate intervention steps are taken to maintain a quality workforce. Staff members will be required to participate in mentoring relationships with veteran employees according to designated hours and criteria to ensure that new staff members receive the support and guidance they need to be successful at their jobs. When possible, H.Y.P.E. Leadership Academy will use pay for performance, with performance being measured by student achievement and attainment of H.Y.P.E. Leadership Academy goals.

Applicant Evidence :


Potential Staff Hand...


Potential Student Ha...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q159.If already identified, describe the principal/head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Provide specific evidence that demonstrates the capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. If no candidate has been identified, provide the job description or qualifications, and discuss the timeline, criteria, and recruiting/selection process for hiring the school leader.



A school leader has not yet been identified. The H.Y.P.E. Leadership Academy Board of Directors, in partnership with NC Educational Solutions, will be seeking a school leader that has the capacity to design, launch, and manage a high-performing charter school that will carry out the mission of the Academy. The recruiting and selection process will begin as soon as the charter is awarded. This will allow for the school leader to be engaged in the initial development of the school giving them foundational knowledge to expand from, as well as to foster the recruitment of the school staff. The school director's job description is as follows:

POSITION: School Director/Principal

REPORTS TO: Superintendent and Board of Directors

QUALIFICATIONS AND ATTRIBUTES:

- Hold or be eligible to hold a North Carolina School Administrator License.
- Advanced degree (Master's or above) in School Leadership/Administration.
- Minimum experience to include at least three years in educational leadership.
- At least three years of teaching experience.
- Strong instructional background.
- Demonstrated knowledge of school-based management (fiscal and instructional).
- Strong skills in the use of instructional data to improve student achievement and performance.
- Strong skills in building interpersonal relationships with students, staff, and parents.

RESPONSIBILITIES:

- Provide effective leadership in school operations, personnel management, and academic/instructional leadership.
- Help develop, implement, supervise, and evaluate the comprehensive instructional program.
- Utilize a variety of data to support school improvement initiatives and the implementation of Professional Learning Communities.
- Plan, implement, supervise, and evaluate the use of all school resources.
- Assume primary responsibility for hiring, assigning, supervising, and evaluating personnel, including licensure.
- Establish a safe and orderly school environment that is conducive to learning.
- Play a significant leadership role in facilitating professional growth and building staff morale in the school.
- Administer provisions of the State Board of Education and the H.Y.P.E. Leadership Board of Directors policies as they apply to the school.



- Communicate to the Superintendent and Board the requirements and needs of the school as perceived by staff members, parents, and relevant stakeholders.
- Provide leadership to and opportunity for effective parent and community participation in the school.
- Accept responsibility for the professional development of aspiring assistant principals under his/her leadership.
- Demonstrate active leadership and good judgment in working with school staff members.
- Perform other duties as assigned by the Superintendent and the Board of Directors.
- Present Administrative Reports to the Board of Directors during monthly meetings.

Q160. Attach in Appendix O the School Leader's Resume If the school leader has been identified, include the school leader's one-page resume in Appendix O.

Upload Required File Type: pdf, excel, word, text Max File Size: 30 Total Files Count: 5

Applicant Comments :

A school leader has not yet been identified.

Q161. Provide a description of the relationship that will exist between the charter school employees and the school's board of directors.

All teaching and support staff will be jointly employed by NC Educational Solutions, NCES, and the H.Y.P.E. Leadership Academy board. What this means is that the hiring or termination of staff may be recommended by NCES, but the approval of the school board is required. By jointly employing staff, they can then participate in the pay schedule (bi-monthly) and benefits offered by NCES. Even with joint employment, the policies and regulations of the H.Y.P.E. Leadership Academy Staff Handbook will be based on board approval and development.

Q162. Outline the board's procedures for hiring and dismissing school personnel, including conducting criminal background checks.



The hiring and termination process of a teacher/staff member is subject to review and approval by the school board. NC Educational Solutions has numerous recruitment and hiring policies in place to ensure that staff members have adequate education and certification to satisfy the requirements set forth by NC State law and OCS. Each job posting will have proper credential requirements necessary to fill that position and prior to securing an interview, the applicant must provide the essential documentation, including the proof of certification, licensing, or permits required. Prior to the acceptance of the staff member, they will be required to take part in a full nationwide background check through the Background Investigation Bureau. The background check will be equal to or more extensive than Hoke County requirements.

Q163. Outline the school's proposed salary range and employment benefits for all levels of employment.

The school will follow the NC salary schedule for all teaching and support staff positions. That range (as of this application) will be between \$37,000 for a first-year bachelor's teacher or instructional support to \$61,930 for a 26-year Doctorate teacher or instructional support. As for support staff, H.Y.P.E. Leadership Academy will follow the same NC salary schedule. H.Y.P.E. Leadership Academy will offer stipend based incentives to staff members who fill additional leadership or supplemental position roles, to increase pay opportunities. This will include Beginning Teacher mentors for veteran staff, leading clubs, School Improvement Team involvement, etc.

For the School Director/Principal position, the salary will be driven by criteria set forth by the board of directors, taking into account years of experience, previous growth at other schools, and degree achieved, but will begin at the level of the Principal salary structure as defined in the NC salary schedule.

For benefits, as joint employees of NC Educational Solutions, H.Y.P.E. Leadership Academy will utilize the benefits offered by NC Educational Solutions. This includes:

1. Medical
2. Dental
3. Vision
4. Long-Term Disability
5. Short-Term Disability
6. Accidental Death
7. Life Insurance (Both H.Y.P.E. paid and voluntary)
8. A Matching 401(k) Program

Q164. Provide the procedures for handling employee grievances and/or termination.



All H.Y.P.E. Leadership Academy employees are “At Will Employees” and are free to resign at any time with or without cause, just as H.Y.P.E. is free to terminate at any time with or without cause. H.Y.P.E. considers its employees to be its largest resource and thus invests a substantial amount of time and money into developing each employee. If a decision is reached to terminate an employee, it is viewed that somewhere along the hiring/employment process we have failed to accurately assess or develop an employee, and is not a decision that is taken lightly.

Employees are observed, according to NC DPI guidelines through NCEES, and give feedback on a regular basis. This feedback is specified in a written form and will include areas that can be improved upon and resources available to help foster such improvement. If an employee is not showing desired improvement in an area of need, they may be placed on a Corrective Action Plan (CAP). The CAP will contain documentation indicating past efforts to correct deficiencies and a plan, which will ensure employee success. If the desired improvement is not seen within a specified amount of time, action may be taken up to and including termination. At times an employee's actions, or lack thereof, can result in immediately being placed on a CAP. When such is the case, the timeline for improvement will typically be much shorter. Additionally, there are circumstances that will necessitate an employee being terminated immediately. Upon termination, an employee will receive a Letter of Separation, which will detail any remaining payments due to the employee and an explanation of the schedule of benefits.

Q165. Identify any positions that will have dual responsibilities and the funding source for each position.

H.Y.P.E. Leadership Academy will look to hire specialized office personnel that can handle multiple responsibilities. These positions will be funded through state funding.

Q166. Describe the plans to have qualified staffing adequate for the anticipated special needs population and means for providing qualified staffing for EL and gifted students.



The special needs population, including EL students and gifted (AIG) students, is met based on the estimated or anticipated projections of the student population.

H.Y.P.E. will hire highly qualified licensed EC teachers or those pursuing licensure in an accredited Special Education Program. These teachers will be hired based on the anticipated EC population and the needs of students based on their IEPs. Based on these projections, we will post positions for, and hire the adequate number of, and appropriately trained staff necessary to ensure each student receives an equitable educational experience. The school has budgeted for one EC Director and five EC teachers. H.Y.P.E. will employ five part-time teacher assistants to assist EC teachers and to provide more individualized support and differentiated instruction to all our students. The teacher assistants will be dedicated to specific grade levels.

H.Y.P.E. will employ an EL Teacher to instruct our English Learners and as the need arises, we will employ more EL teachers. This teacher will be responsible for developing goals for EL students, delivering supplemental instruction, and coordinating testing. We will also have a teacher certified to instruct students identified as gifted, who may hold a dual license to develop gifted plans and provide supplemental instruction to our gifted students.

Q167. Provide a narrative detailing the roles and responsibilities, qualifications, and appropriate licenses that each position must have to be hired by the school's board of directors and effectively perform the job function(s).



NC Educational Solutions has numerous recruitment and hiring policies in place to ensure that staff members have adequate education and certification in order to satisfy the requirements set forth by State law, Charter School law, and ESSA. Certification and/or graduation requirements are listed along with each job posting. Prior to securing an interview, an applicant must provide all needed documentation including necessary proof of licensure as relevant for the position. Once an applicant with the necessary qualifications has been identified as a desired candidate they will enter into the employment process, which again will require them to provide NC Educational Solutions and the school with proof of any necessary certification, licensing, or graduation requirements as well as a bevy of other necessary employment documentation.

General Teacher Qualifications:

General Classroom Teacher: Professional Educator's License Qualifications: Standard Professional 1 Professional Educator's Licenses are intended for teachers with 0-3 years of teaching and are valid for three years. Standard Professional 2 Professional Educator's Licenses are for teachers with more than 3 years of experience and are valid for five years.

Specials Classroom Teacher: Professional Educator's License Qualifications: Standard Professional 1 Professional Educator's Licenses are intended for teachers with 0-2 years of teaching and are valid for three years. Standard Professional 2 Professional Educator's Licenses are for teachers with more than 3 years of experience and are valid for five years, or Highly Qualified based on their degree and relevant professional experience.

Administrator/Special Service Personnel Requirements:

Requirement for all areas:

Obtain a valid SP2 License.

- 1) School Director: Completion of an approved program in school administration at the master's level or above: meet the required score for the School Leader's Licensure Assessment test administered by Educational Testing Service.
- 2) Assistant Principal: Completion of an approved program in school administration at the master's level or above: meet the required score for the School Leader's Licensure Assessment test administered by Educational Testing Service: Provisional principal's licenses are issued for service as an assistant principal if the local school board determines there is a shortage of individuals with principal licensure.
- 3) Exceptional Children Director: Licensure as an EC Program Director is a supervisory classification: A master's degree in an exceptional children area or an advanced (sixth year) degree in school

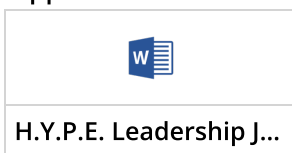


psychology: Three graduate semester hours of credit in each of the following:

1. Administration
2. Curriculum Development
3. Supervision
- 4) Exceptional Children Director Part 2: A master's degree in administration and/or curriculum instruction with nine semester hours in the following:
 1. Exceptional Children
- 5) School Counselor: Completion of an approved program in school counseling at the master's level or above.
- 6) School Social Worker: Completion of an approved program in school social work at the bachelor's level or above.
- 7) Educational Coach: Completion of an approved program in school administration or curriculum instruction at the master's level or above.
- 8) Office Manager: Completion of an approved program in finance or accounting at the associate's level or above.
- 9) Secretary: Completion of a High school diploma and two years' experience in reception, or completion of an approved program at the associate's level or above.
- 10) MTSS Teacher: MTSS Teachers must hold a current and relevant North Carolina teaching license. More than 3 years of teaching experience is highly encouraged for consideration for an MTSS interventionist position.
- 11) MTSS Coordinator: The MTSS Coordinator must hold a current and relevant North Carolina teaching license. The MTSS Coordinator must have more than 3 years of teaching experience in addition to two or more years of MTSS experience and relevant professional development.

A more detailed draft of planned and possible future job descriptions is attached.

Applicant Evidence :



Uploaded on **4/28/2023**
by **Angela Gilbert**



10.4. Staff Evaluations and Professional Development

Q168. Identify the positions responsible for maintaining teacher license requirements and professional development.

For the first 2 years, this requirement will be met by the School Director/Principal. During year two, the School Director will begin to train the Assistant Principal in these duties and once year three begins, this process will be taken over by the Assistant Principal as part of his/her duties.

Q169. Provide a detailed plan noting how the school will mentor, retain and evaluate staff in a format that matches the school's mission and educational program. The plan should also describe how the school will meet the teacher certification and licensure requirements for teachers as prescribed by state and federal law. Be sure this overview matches with the projected staff and funding of the proposed budget section.



Professional Development that is focused on student learning and developing pedagogical skills in addition to being sustained, job-embedded, and collaborative has the strongest effect on student achievement. Professional development under the guidelines of the NCES Select Standards creates high-impact learning in professional communities. It includes a focus on modeling life-long learning to the school community through the development in school goals, individual teacher goals, collaborative work teams, and mentoring programs. Additionally, all teachers are trained annually on the educational systems utilized to provide excellent instruction including, but not limited to Teach Like a Champion, Leader in Me, Common digital tools, common instructional strategies, and Common Assessments. In addition to annual training, support is offered to individuals and groups of teachers monthly through school-wide professional development and through Professional Learning Communities as needed. Experts in and across all of our NCES schools, as well as NCES Education Department staff, are utilized to share and expand the teaching and learning to help teachers reach their optimal teaching levels.

Monthly full-day professional development, twice-a-month professional learning communities, and at-need coaching will be utilized to provide opportunities for mentoring teachers and staff. Teachers and staff will be provided with consistent opportunities for informal observation and evaluation from administration and peers, with yearly evaluations through NCEES by the administrative team. Teachers will work with their grade-level teams, subject-specific teams, and with teachers with both the same and more experienced than themselves during professional development days to provide a multitude of mentoring opportunities.

A member of the administration, starting with the Director and then moving to the Assistant Principal in year two, will maintain all information detailing each teacher's licensure, and will use this information for at-need and professional learning community sessions to ensure appropriate CEUs are provided on licensure renewal years. Teachers acquiring licensure through alternative sources than an education program will work with a member of the administration to make sure all program and professional development needs are being met at the teacher's pace.

All teachers with less than 3 years of teaching experience will be required to participate in our beginning teacher's Mentor Program. During these monthly meetings, newer teachers will work with experienced teachers in both their grade band and within their subject-specific domains to discuss best teaching practices, and classroom management techniques, receive guidance on classroom supply attainment, and even work with one another to master LiM and TLAC skills from experienced teachers. H.Y.P.E. Leadership Academy will partner with Fayetteville State University with their teacher preparation program to ensure new teachers and teachers joining the field through alternative means are learning the same skills for more successful classroom practices.



Applicant Evidence :



HYPE BTSP DRAFT.pdf

Uploaded on **4/22/2023**
by **Joe Salisbury**

Q170. Describe the core components of the professional development plan and how these components will support the effective implementation of the educational program. Describe the extent to which professional development will be conducted internally or externally and will be individualized or uniform.



The entire H.Y.P.E. teaching staff will be exposed to the top educational practices and methodology through professional development, which takes place annually and throughout each school year. The professional development experiences will extend into professional learning communities where teams of teachers work together continuously on book studies, online sessions, workshops, and weekly team meetings to assess student work, explore data, provide content coaching and collaborate for innovative lesson plans. Through our relationship with Leader in Me and Teach Like a Champion, our school will provide intentional training and development programs focused on improving teaching and learning through research-based best practices. Professional development for teachers will be an integrated element of the school's culture, beginning with intensive orientation and training before the first school year and continuing throughout the year. The proposals included in the appendices show the extensive range of activities and support to ensure that the high-quality leadership integration will meet and exceed the expectations of the H.Y.P.E. vision.

Professional development opportunities will include weekly observation and feedback, web-based resources, online courses, book studies, seminars, conferences, materials developed by our partners, and access to both internal and external consultants. The school will be supported by professional experts in arts and core academic integration who will provide on-site and web-based assistance and professional development around instructional practices, data use, curriculum, and school culture each with the goal of promoting excellent teaching and learning throughout the school.

Monthly professional development has been designed for the staff of H.Y.P.E. Leadership Academy with the intention and focus on the pillars of the school.

September's professional development will include 1 Teach Like a Champion (TLAC) technique focus. Teachers will work on a digital tool aligned with their subject and grade band. LiM projects will be reviewed and the next three weeks of project planning will begin with their grade-level team. Teachers will review their community service/partnerships with their peers and staff will be invited to provide additional community service opportunities. All teachers will be responsible for updating their 5-day emergency sub plans.

October's professional development begins with a TLAC technique and modeling, LiM project updates and check-ins, grade-level appropriate instructional strategies review, and new introductions. During October teachers will be focusing on their data-informed instruction, updating their data walls, and collaborating with teachers outside of their team for data collection techniques. As with every PD, teachers will be responsible for their 5-day emergency sub plans.

November's PD will continue to include TLAC techniques with modeling and LiM updates and check-ins. Teachers will engage in subject-specific rotations for standards mastery, and then grade-specific rotations for LiM presentations day.



February will continue to focus on TLAC techniques with modeling and LiM updates and check-ins. Teachers will participate in subject-specific rotations for LiM presentations day with formal peer feedback completed. Teachers will work with the testing coordinator to begin preparation for EOY testing, EOG boot camp, and formal testing plan.

March 17, 2026, is the Leader in Me Day conference for all teachers.

Q171. Provide a schedule and explanation of professional development that will take place prior to the school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.



High-quality professional development is critical to the success of the educational program. The onboarding process and induction period will front-load the training necessary to carry out the mission and vision of the school, as well as provide key processes and procedures to ensure staff members have the necessary resources to guide day-to-day activities throughout the school. Included in this professional development will be fundamentals in the Leader in Me, Teach Like a Champion, HMH Anywhere Curriculum, NCES Dashboard, and Lesson Plan Creator, working with exceptional students, emergency preparedness, usage of PowerSchool/NCEES/SchoolNet, and essential team building.

Before the opening of the school, teachers will work to build rapport and school climate.

On August 11, 2025 - Teachers will learn about charter schools, receive the Leader in Me Book (LiM) sets for their age groups, and learn about the embedded programs. Administration topics such as handbooks, schedules, extended day activities, dress code, and chain of command will be covered. Teachers will receive their Schoolnet/PowerSchool login. Staff will receive a school tour and will be given classroom time to begin creating five days of emergency sub plans.

On August 12, 2025 - LiM training will continue. Staff will break out into grade bands for lunches and will have classroom time. Teachers will continue to set up their emergency sub plans.

On August 13, 2025 - LiM training continues, by-subject breakout groups for lunches. Teachers will receive more classroom time and continue to work on their emergency sub plans.

On August 14, 2025 - LiM training continues. Teachers will break out for lunch in teaching-experience bands. Teachers will take the afternoon to work in their classrooms and continue working on their 5-day emergency sub plans.

On August 15, 2025 - Staff will see continued LiM training, this time in grade-level breakouts to begin the first project. Teachers will be introduced to Teach Like a Champion (TLAC) and will receive their books. Trainers will provide model lessons using TLAC techniques and the non-negotiables will be demonstrated. Instructional strategies will be covered in grade bands. Digital tools will be shared with teachers. The MTSS model will be shared with staff and TLAC will be reviewed through a second model. Teachers will have classroom time and continue working on their emergency sub plans.

On August 18, 2025 - will begin HMH training for staff in grade bands ad by subject level. The charter school's pillars, mission, and focus will be shared with the staff. The concept of data-informed instruction will be shared with teachers in grade bands. Staff will be introduced to the idea of students as leaders and will then break back up into grade band groups to continue working on the LiM project. TLAC will be reviewed with a model lesson and must-sees (agenda, date, I Can statements) will be shared with the teachers. Teachers will have classroom time at the end of the day.



On August 19, 2025 - Instructional components such as pacing guide, scope and sequence, and common digital tools and resources will be reviewed. At grade levels, the administration will review the North Carolina standard course of study and how it aligns with HMH. Teachers will meet with their teams to continue to plan their first LiM project.


On August 20, 2025 - Will begin with the final preparation for the first LiM project for the first 3 weeks. A final curriculum review will take place to pull HMH, LiM, TLAC, common instructional strategies, data-informed instruction, student leaders, and assessment tools into a comprehensive plan for each grade band.

On August 21, 2025 - The final day of formal professional development prior to the opening of the school year. During this day teachers will review a final school-wide culture to include MTSS, AIG, Pillars, Common language, LiM blocks/projects, TLAC, transitions, noise level expectations, signage, leadership pathways, extended day opportunities, and community service opportunities. This evening will be the open house.


On August 22 and 25, 2025 - These days are for classroom preparation, with administration and the leadership team available. The administration will be hanging welcome banners, and balloons, planning music, meeting with teachers to join committees, and ensuring all teachers have a usable space for classroom time, LiM projects, meeting spaces, and lunch preparation locations.

Attached are drafted plans for initial and ongoing professional development provided by Teach Like a Champion and Leader in Me.

Applicant Evidence :



TLAC Training, Romi...



HYPE-Leadership-Ac...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q172. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan.



Staff at H.Y.P.E. Leadership Academy will receive 15 full-day professional development opportunities during the scheduled school improvement days. These days are embedded in the school calendar. This schedule allows the entire school staff to meet for a common language, community, and shared vision opportunity approximately once a month. In addition, there are 30 brief training opportunities during professional learning communities (PLCs) for training. For teachers of grades kindergarten through eighth, PLCs will occur during the teacher’s planning on Wednesdays. For high school teachers, once we’ve reached year 5, PLCs will occur on Thursday mornings before the school day begins. This schedule allows teachers of the same grade band to meet together to discuss issues that align specifically with their shared students and an opportunity for different school communities (MTSS, Social Workers, Administration, and guest speakers) to talk directly with a small group of staff.

Please see the attached PLC Calendar and PD Calendar

Applicant Evidence :

	
HYPE Professional L...	HYPE Professional D...

Uploaded on **4/25/2023** by **Joe Salisbury** Uploaded on **4/25/2023** by **Joe Salisbury**

10.5. Marketing, Recruitment, and Enrollment

Reaching the full capacity for enrollment will be critical to obtaining the necessary financial resources to keep your school viable and operating efficiently. In addition, it is required by law that charter schools provide equal access to all students. Read the charter school state statute regarding admissions 115C-218.45 carefully.

Q173. Marketing Plan Marketing to potential students and parents is vital to the survival of a charter school. Provide a plan indicating how the school will market to potential students and parents in order to reasonably reflect the racial/ethnic and demographic composition of the district in which the charter school will be located or of the special population the school seeks to serve: (G.S.115C-218.45(e)).



Marketing Plan

1. On-Site

1. School Signage: Can post events and recruitment opportunities
2. Social Media: Can use for promoting events, and openings, and getting likes/shares to boost enrollment and buzz. Social Media is also great for targeting specific audiences and areas, which will push enrollment.
3. Website: Easy access to basic school information and related links

2. Off-Site

1. Newspapers/Magazines: Get involved with CityView, Fayetteville Observer, and Ft. Bragg's Military Relocation Guides

2. Town Halls: Raeford Town Hall Meetings

3. Additional

1. Special Publicity Events: Awards, Human-Interest events, educational events, and sports/extracurricular events

1. Specific Targeted Marketing

2. Parent Information Meetings - during open enrollment
3. Title I Parent Meeting - Held during the open house

4. Open House

5. Bring a Friend Night - Helps promote enrollment

4. Partnerships

1. Community Partnerships will help promote relationships based on positive community interactions

1. First Health Hospital - Raeford

2. James Leach Aquatic Center - Raeford

2. H.Y.P.E. Leadership Academy will implement a Multicultural Curriculum and Instruction Committee. This committee, which includes representation from our developed School Improvement Team, will be tasked with evaluating the effectiveness of our curriculum and instruction in providing equitable educational opportunities and outcomes for all our students. The committee is also tasked with setting annual goals for continuous improvement and professional development in Multicultural Curriculum and Instruction.

Demographic Mirroring Efforts:

In addition to the requirements established by the State of North Carolina to ensure fair and equal access to public education and charter school enrollment, in particular, the diversity of the H.Y.P.E. student body is reflective of a number of factors listed below.

Hiring:

H.Y.P.E. Leadership Academy strongly believes that racially and ethnically diverse staff is a key



component to recruiting and meeting the needs of a diverse student population.

Accessibility:

H.Y.P.E. Leadership Academy participates in the Federal Free and Reduced Lunch Program to ensure that there aren't economic barriers in place for students who would like to attend our school. Our participation in the free and reduced lunch program is a strong contributing factor to our ability to serve a student population that is representative of our city and county demographics.

Location:

H.Y.P.E. Leadership is located just outside the center of Raeford, North Carolina only a few miles from Fayetteville State University, which is an HBCU (Historically Black College or University) with a long tradition of serving our region and representing educational and cultural opportunities for our diverse population. Our location ensures that we are accessible to serve students from various racially, ethnically, and socio-economically diverse neighborhoods surrounding the urban core of the city.

Multicultural Curriculum and Instruction:

H.Y.P.E. will implement a Multicultural Curriculum and Instruction Committee. This committee, which will include representation from our School Improvement Team, is tasked with evaluating the effectiveness of our curriculum and instruction in providing equitable educational opportunities and outcomes for all our students. The committee is also tasked with setting annual goals for continuous improvement and professional development around Multicultural Curriculum and Instruction.

Q174. Describe how parents and other members of the community will be informed about the school.

The network has already started to reach the community to begin building support for the school. The first place the board has started is within their own networks. The board has been sending information out to social media groups, talking to their constituents, and through community partnerships. In just a couple months, the small knowledge base is beginning to spread. The H.Y.P.E. Leadership Academy Board intends on hosting Town Hall community information meetings, contacting local businesses to bring awareness, partnerships, and provide information that can be handed out such as brochures and flyers. At an appropriate time, social media pages will be created along with a website, which will help communicate further. Lastly, as the Academy is establishing partnerships for curriculum organizations, as well as after school partnerships, sharing the information through our partners will be a natural flow of engagement.

Q175. Describe your plan to recruit students during the planning year, including the



strategies, activities, events, and responsible parties. Include a timeline and plan for student recruitment/engagement and enrollment, with benchmarks that will indicate and demonstrate suitable recruitment and enrollment practices over time.



As part of the recruitment plan, H.Y.P.E. Leadership Academy will advertise in local newspapers, through social media, such as Facebook and Instagram, and through community outreach. H.Y.P.E. will advertise in The Fayetteville Observer as well as post public service announcements on social media, with a targeted population in and around Hoke County. We will enlist the cooperation of local organizations such as the YMCA, Boys & Girls Club of Fayetteville, and The Fayetteville-Raeford Cares Mentoring Program to distribute our brochures and applications in English and Spanish, with translated materials provided as needed. Periodically throughout the year, H.Y.P.E. Leadership Academy will present information sessions at community-based organizations such as neighborhoods, churches, and service groups. H.Y.P.E. will also seek to recruit potential students through presentations and open houses to educate potential students and families about the school and application process. It is the goal of the school to target the growth areas near and around the expanding Hoke County and the I-295 construction, which will be completed during the summer of 2025. In a district with overcrowding such as at Hoke County High School and through the Fort Bragg community, a partnership with H.Y.P.E. Leadership Academy could prove to be beneficial for all parties involved.

Throughout 2024, the plan will be to get in front of communities, centers, churches, and local businesses to host presentations and allow questions to be asked to our Board and TRG. Different Communities that have centers already in Hoke County are Westgate, Turnberry, Bedford, and Blackhawk Landing.

A DRAFT timeline for the year of opening is below.

January 2025 - Open Enrollment begins for the 2025-26 school year.

February 2025 - Continue with community meetings that started in 2024, putting a special focus on grade levels that may lack enrollment at this time.

March 2025 - Lottery held for spaces for the 2025-26 school year.

April 2025 - Educational Occupancy received and tours begin around the building.

May 2025 - Continue with tours and have a scheduled parent involvement activity, such as a park day or rental of the James Leach Center in Raeford.

June 2025 - Host a summer BBQ at the school for all interested parties.

July 2025 - Parent Meetings at the school to discuss FAQs, and the Mission/Vision, and give more information about H.Y.P.E.

August 2025 - Staff Report, Professional Development, and Open House

August 2025 - Opening



Q176. Describe how students will be given an equal opportunity to attend the school. Specifically, describe any plans for outreach to: families in poverty, academically low-achieving students, students with disabilities, English learners, and other students at-risk of academic failure. If your school has a specific area of focus, describe the plan to market that focus.



H.Y.P.E. Leadership Academy is founded upon the beliefs listed below. Within those beliefs we have created an educational program that is filled with support systems to meet the needs of all learners, also detailed below. When recruiting students and families to H.Y.P.E. Leadership Academy, our messaging will be clear that we are a free public charter school with the mission to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. All students who want to become leaders of self or others in alignment with our vision and mission are invited to enroll and we will have programs and resources to support families in poverty, academically low-achieving students, students with disabilities, English Language Learners, and other students at-risk of academic failure. Our marketing and advertising will be throughout Hoke county and surrounding areas to the location of the school.

H.Y.P.E. Leadership Academy Beliefs:

We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.

We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.

We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.

We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.

We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.

Programs and Supports for Special Populations:

At the core, H.Y.P.E. believes it is the duty of educators to meet all students where they are and empower them to grow and move forward. All of our student services are designed to do just that across a wide range of needs. We will provide supports to students across several areas including At-Risk, Exceptional Children, English Language Learners, and Talented and Gifted. The design of the school allows each student to undergo computer-adaptive assessment upon entering the school so that teachers and support staff can use the data to individualize instruction to meet their needs. Students data is monitored and supported immediately with the first assessment, but continues to be H.Y.P.E.'s formal baseline for monitoring students' learning needs.



A process is in place which we refer to as MTSS, in this process our teachers and support staff work collaboratively to document, monitor, and employ strategies that will assist students in the following categories to work to their potential. The process follows levels of support and documenting which gets more involved as the level increases. The progress or lack of progress is measured regularly and discussed in professional learning communities and with the MTSS Coordinator. Once a student reaches the top level with minimal to no progress, the MTSS Coordinator and Exceptional Children Director will devise a plan to seek consent for ruling in or out the identification of Exceptional Children eligibility.

At-Risk: H.Y.P.E. administrative support staff will work closely with teachers, administrators and families to meet student needs. They will help students problem-solve, work through personal issues, make friends, identify support systems, make positive choices in their relationships, socially, intra-personally and academically.

Exceptional Children: At times, students need more support in their learning than what is typically provided in a general education classroom. When the supports that a child needs to learn, need are substantial, and need to be sustained over time, exceptional children services are put in place. Our exceptional children staff will be skilled at developing Individual Education Plans (IEPs) that include specially designed instruction to meet instructional needs and accommodations needed while that learning is taking place. Specially designed instruction will be delivered when appropriate within the general education environment. Students will be removed from the general education classroom when dictated by student needs and only for as long as is necessary to provide instruction. Exceptional Children teachers will collaborate with general education teachers to generalize skills and ensure that proper instruction and accommodations are in place.

English Language Learners: Students who are learning to speak English need accommodations in school to facilitate their learning. English Language Learners (ELLs) will be given assessments upon entering the school to determine where they are with their language acquisition. Classroom teachers and a MTSS Coordinator will design accommodations and instruction geared toward fostering language development.

All students new to H.Y.P.E. Leadership Academy will complete a home language survey (HLS) prior to their first day of school. During the first thirty days of the student's entrance to H.Y.P.E., students identified through the HLS will be administered all four domains (listening, speaking, reading, and writing) of the WIDA screener. Kindergartners enrolling at or during the first semester will be administered the Listening and Speaking domains of the WIDA Screener for Kindergarten. Students enrolling in their second semester will be administered all four domains of the WIDA screener for kindergarten. First-grade students in their first semester will take all four domains of the WIDA Screener for kindergarten. First-grade students in their second semester will take the Grade 1 online WIDA screener. Parents/Guardians of all students who may be considered English Learners eligible for ESL services will be informed within 14 days of the screener administration. H.Y.P.E.



Leadership Academy will follow the NC Department of Public Instruction guidelines by providing the WIDA Screener grades 1 - 12 online. H.Y.P.E. Leadership Academy will ensure equitable access to core programs for EL students by providing an EL coordinator that will complete pull-out and push-in services as needed, provide an EL resource page on a Google Classroom by grade bands, provide access to HMH Anywhere with multi-language options, and a variety of parent resources to include Colorin Colorado. When possible, our EL coordinator will be TESOL certified and always be WIDA certified to provide additional language strategies within the core academic programs. EL students in grades kindergarten through 12th grade at H.Y.P.E. Leadership Academy will be administered the ACCESS language proficiency assessment during the second semester of the school year, The ACCESS for EL students is given annually to monitor student's progress in acquiring English language proficiency in academic contexts. H.Y.P.E. Leadership Academy will administer ACCESS English Language Proficiency Assessments online. The results are used to make decisions about students' proficiency with English in academic contexts and to facilitate their language development. Student scores reflect proficiency levels ranging from Level 1 (entering) to Level 6 (reading). At that time students are exited from receiving English language support services. WIDA and ACCESS provide the required training for the successful administration of the WIDA screening and ACCESS English language proficiency assessments. Whenever possible the EL coordinator will also be TESOL-certified to provide more contextual English Language proficiency support.

Talented and Gifted: H.Y.P.E. will challenge students to learn to the maximum of their ability by offering advanced opportunities either within their general education setting or through advanced sections of classes for students identified as gifted in those subjects. Additionally, all students will receive differentiated instruction within the classroom, requiring work that challenges them to go deeper in their understanding, apply their knowledge and be creative in their work.

Students will be provided the Naglieri Nonverbal Ability Test (NNAT) in grades 3, 5, and 7 to monitor for gifted and talented services. Using a matrix, based on NNAT scores in appropriate grades, teacher recommendations, parent/guardian recommendations, self recommendations, standardized test historical scores, course overall scores, and other cognitive or standardized testing data students will be placed into one of 5 categories of Academically or Intellectually Gifted (AIG) categories.

Students will be placed in common cohorts for enrichment opportunities throughout the year, and will receive pull-out and push-in services provided by a licensed AIG teacher routinely. Using team recommendations, students will be provided individualized education plans to best meet their needs and enrichment requirements.

Kindergarten students will be identified through teacher recommendations using classroom data, and will enter into a talent discovery phase. These students will be provided enrichment opportunities in either a pull out or push in environment for a minimum of six weeks during their kindergarten school year. First and Second grade students will continue to participate in a Talent



Development program, or may enter into the Talent Development Program for enrichment opportunities with push in or pull our services for enrichment opportunities.

Students in high school will participate in advanced courses such as honors and AP coursework. Enrichment opportunities will be provided such as community service programs, public speaking opportunities, SEL skill sets, field trips, guest speakers, individualized advisement, interview and resume-writing skills, apprenticeships, and University visits.

Q177. What established community organizations would you target for marketing and recruitment?

First Health Partnership - James Leach partnership - Alberta's Fay/Rae Cares

10.6. Parent and Community Involvement

Q178. Describe how you will communicate with and engage parents and community members from the time that the school is approved through opening.



H.Y.P.E. Leadership Academy plans to communicate in local newspapers, through social media, such as Facebook and Instagram, and through community outreach such as information meetings, informational flyers/brochures left at local businesses, encouraging our partners to share information and H.Y.P.E. presences at local community events such as celebrations. H.Y.P.E. will advertise in The Fayetteville Observer as well as post public service announcements on social media, with a targeted population in and around Hoke County. H.Y.P.E. will enlist the cooperation of local family organizations such as the YMCA, Boys & Girls Club of Fayetteville, and The Fayetteville-Raeford Cares Mentoring Program to distribute our brochures and applications in English and Spanish, with translated materials provided as needed. Periodically throughout the year, H.Y.P.E. Leadership Academy will present information sessions at community-based organizations such as neighborhoods, churches, and service groups. H.Y.P.E. will also seek to recruit potential students through presentations and open houses to educate potential students and families about the school and application process. It is the goal of the school to target the growth areas near and around the expanding Hoke County and the I-295 construction, which will be completed during the summer of 2025. In a district with overcrowding such as at Hoke County High School and through the Fort Bragg community, a partnership with H.Y.P.E. Leadership Academy could prove to be beneficial for all parties involved.

Throughout 2024, the H.Y.P.E. Leadership Academy team will engage with the intention of information sharing within residential communities, commercial centers, churches, and local businesses to host presentations and allow questions to be asked to our Board and NC Educational Solutions. Different Communities that have centers already in Hoke County are Westgate, Turnberry, Bedford, and Blackhawk Landing.

A DRAFT timeline for the year of opening follows:

January 2025 - Open Enrollment begins for the 2025-26 school year.

February 2025 - Continue with community meetings that started in 2024, putting a special focus on grade levels that may lack enrollment at this time.

March 2025 - Lottery held for spaces for the 2025-26 school year.

April 2025 - Educational Occupancy received and tours begin around the building.

May 2025 - Continue with tours and have a scheduled parent involvement activity, such as a park day or rental of the James Leach Center in Raeford.

June 2025 - Host a summer BBQ at the school for all interested parties.

July 2025 - Parent Meetings at the school to discuss FAQs, and the Mission/Vision, and give more information about H.Y.P.E.



August 2025 - Staff Report, Professional Development, and Open House

August 2025 - Opening

The network has already started to reach the community to begin building support for the school. The first place the board has started is within their own networks. The board has been sending information out to social media groups, talking to their constituents, and through community partnerships. In just a couple months, the small knowledge base is beginning to spread. The H.Y.P.E. Leadership Academy Board intends on hosting Town Hall community information meetings, contacting local businesses to bring awareness, partnerships, and provide information that can be handed out such as brochures and flyers. At an appropriate time, social media pages will be created along with a website, which will help communicate further. Lastly, as the Academy is establishing partnerships for curriculum organizations, as well as after school partnerships, sharing the information through our partners will be a natural flow of engagement.

Q179. Describe how you will engage parents in the life of the public charter school. Explain the plan for building engaging partnerships between the family and school that strengthen support for student learning.

One of the most important pieces to the success of a school is ensuring that parents, families, and the school community as a whole have a voice and are engaged. Most established schools have traditions, routines, celebrations, and connectivity already in place. That all starts somewhere and for H.Y.P.E. Leadership Academy, our families, students, staff, and community will play a large role in helping to create these. The H.Y.P.E. Board will provide opportunities for the entire school community to be able to be a part of the selection of the mascot and other naming and designing. Additionally, having families be a part of the feedback to determine what events and traditions we want to begin establishing will help them feel a belonging to the school and ultimately strengthen the support for learning. Because the educational program is unique, it will be important for us to provide learning opportunities for our families to be able to support the common language with students. Developing a "Parent University" that includes period training sessions on LiM, TLaC, understanding student data, helping students with homework, etc. will establish the partnership and school-to-home connection.

Q180. If already identified, describe any programs you will offer to parents and/or the community and how they may benefit students and support the school mission and vision.



H.Y.P.E. leadership Academy plans to provide a multitude of programs to help support students, parents, and the community that will in turn support the achievement of the school mission and vision. Extra-curricular activities are an important component to preparing students for college, work and life. Students need to learn how to manage time between school/work and other activities as well as learn to work with others and better themselves. H.Y.P.E Leadership Academy will offer a wide variety of after-school opportunities. The H.Y.P.E after school program will mainly be run and directed by H.Y.P.E full time teaching staff. Full-time teaching staff members are required to participate in this program the equivalent to one hour per week for the duration of the school year. When our staff members or student body cannot support certain extra-curricular programs H.Y.P.E will explore cooperative agreements with similar culture schools to increase the program benefits of our students. The offerings range from Academics, to Leadership Development, Health and Wellness, to Community Service. The range of offerings not only assists students in the development of life skills, but also assists H.Y.P.E in achieving the goals of the mission by supporting academic excellence, leadership, and health & wellness. By working to provide these programs through partnerships with the school, we will help develop leadership opportunities in community outreach driving our mission to create community activists. Lastly, during student activities, the H.Y.P.E team can work to provide training opportunities to our families about our programs such as Leader in Me, as well as understanding student data and helping them at home, to help strengthen our culture and reach our mission and vision.

10.7. Admissions Policy

Q181. Weighted Lottery Does your school plan to use a weighted lottery? The State Board of Education may approve an applicant's request to utilize a special weighted, or otherwise limited, lottery in certain circumstances. If the charter applicant wishes to deviate in any way from the open lottery normally utilized by charter schools, the following requirements must be met:

1. In no event may a lottery process illegally discriminate against a student on the basis of race, religion, ethnicity, gender, or disability.
2. A lottery process may not be based upon geographic boundaries, such as zip code or current public school attendance zones, unless the charter school is operated by a municipality OR the charter school was converted from a traditional public school. Municipal charter schools may give enrollment priority to domiciliaries of the municipality in which the school is located (G.S. 115C-218.45(f)(7)), and charter schools that were converted from traditional public schools shall give admission preference to students who reside within the former attendance area of the school (G.S. 115C-218.45(c)).



3. A lottery process that deviates from the standard lottery must be based upon the school's unique mission and must be based upon educationally, psychometrically, and legally sound practices, protocol, and research.

Yes

No

Q185. Provide the school's proposed policies and the procedures for admitting students to the proposed charter school, including:

1. Tentative dates for the open enrollment application period, enrollment deadlines and procedures. *Please be advised schools cannot accept applications until after final approval from the SBE.

2. Clear policies and procedures detailing the open enrollment lottery plan, including policies regarding statutory permitted student enrollment preferences.

3. Clear policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.

4. Explanation of the purpose of any pre-admission activities (if any) for students or parents.

5. Clear policies and procedures for student withdrawals and transfers.



H.Y.P.E. Leadership Academy Admission Policy

Enrollment:

As a charter school in the state of North Carolina, H.Y.P.E. Leadership Academy will be open to all pupils in grades K-12 (following the grade expansion plan) who are qualified for admission to a public school under the laws of the State of North Carolina and who reside within the state of North Carolina. It is expected that the majority of students will reside in Raeford or Fayetteville. The school will likely serve students from Hoke, Cumberland, and Moore Counties. Within one year after the charter school begins operation, the population of the school shall reasonably reflect the racial and ethnic composition of the special population that the school seeks to serve residing within the local school administrative unit in which the school is located.

H.Y.P.E. Leadership Academy will be open to all students entering the grades served by the school, subject to the provisions of the enrollment policy, with the only limit being the number of available seats. In administering the admission requirements set forth below, no admission decision shall discriminate against any student based on intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

In accordance with the law in the state of North Carolina, H.Y.P.E. Leadership Academy may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired (G.S. 115C-390.5 through 390.11) (Chapter 115, Article 27).

Upon final State Board of Education approval, the school will have an open enrollment period starting on or approximately mid-March of each year with a duration of **30 consecutive days**. After the first year, in the weeks prior to the open enrollment period, the school will conduct an "Intent to Return" period where current students will have the opportunity to claim their continuation for the upcoming school year. If the number of applicants exceeds the number of spots available, there will be an open and public lottery on a subsequent date, decided by the school. There will be written notice of the open lottery stating its purpose and it shall be posted, published, and advertised pursuant to NCGS 143-318.12.

Enrollment Preference:

After returning students are placed in their next grade, preference would be afforded to the following ordered categories of applicants:

1. Limited to no more than fifteen percent (10%) of the school's total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3)):
 1. Children of the school's full-time employees



2. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students who have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 1. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1)).
 3. A student that was enrolled in another charter school in the State in the previous school year, which does not offer the student's next grade level.
 4. A student who was enrolled in another charter school in the State in the previous school year, which does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.
 5. A student who was enrolled in another charter school in the state in the previous school year.

Random Selection Drawing (RSD or Lottery):

1. The lottery will be held in a public forum and will be easily understood and followed by all observers.
2. The lottery will be held the week after the closing of the open enrollment period, at 5:00pm at the school.
3. To minimize the risk of bias, the school will utilize an independent 3rd party software to conduct the lottery.
 1. The school will utilize PowerSchool Enrollment for its lottery process.
 1. Students register through PowerSchool Enrollment.
 2. On the day of the lottery, students are assigned a code for their drawing
 3. The system will process all records randomly and place them in their grade level
 4. The system will continue processing until all applications from the lottery have filled out the seats and initial waitlist.
 4. If there are more Enrollment Preferences than spaces available, an enrollment preference lottery will be held prior to the general lottery. This process will mirror the general lottery.
 5. All remaining students whose applications were filed by the application deadline, known as open enrollment, and are not a part of enrollment preference, will be entered into the lottery.
 6. A drawing of names will then be held until all spaces are filled.
 7. Lottery procedures for siblings:
 1. If siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the siblings applying at the same time. If that surname of the siblings is selected, then all the siblings shall be admitted to the extent that space is available and does not exceed the grade level capacity.
 2. If multiple birth siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to



represent all the multiple birth siblings applying at the same time. If the surname of the multiple-birth siblings is selected, then all the multiple-birth siblings shall be admitted.

8. Once all seats for a grade are filled, any names drawn from that grade will be entered onto a waitlist in the order that they are drawn.

9. Parents will be notified of student acceptance or status on the wait list by email and phone call. Parents will have 72 hours to decide on acceptance and arrange pick up of the student's enrollment packet.

10. When an opening becomes available at a grade level, students will be admitted from the waitlist.

Transfer Policy

1. The parent/guardian should notify the school that the student is transferring to another school.

2. The parent/guardian should fill out a withdrawal form, which is kept at the reception desk, letting the school know the following:

- Address and Phone Number
- Date of Move/Transfer
- Name of the new school OR homeschooling information
- Reason(s) for withdrawal

3. Parent/Guardian is expected to:

- Return all school materials and textbooks
- Settle all outstanding debts
- Collect all personal items
- Turn in the withdrawal request form

4. Parent/Guardian can request an exit interview/meeting with administration to discuss concerns, if applicable. Administration may request an exit interview/meeting with parent/guardian, but they are not required to oblige.

* If the H.Y.P.E. receives a records request from a new school, the School will contact the student's parent/guardian to inquire about the situation if this process is not completed as stated.

10.8. Certify

Q186. **This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- Yes
- No



Q187.Explanation (optional):

We have utilized The Romine Group's other NC school, The Capitol Encore Academy, as the basis for already approved policies and procedures, such as the Enrollment Policy, Demographic Mirroring Plan, and other state-approved documents and General Statutes.



11. Operations

11.1. Transportation Plan

Q188. Describe in detail the transportation plan that will ensure that no child is denied access to the school due to lack of transportation. Include budgetary assumptions and the impact of transportation on the overall budget. The details of this plan should align with the mission, identified need for the charter school, targeted student population, and the budget proposal. If you plan to provide transportation, include the following:

1. Describe the plan for oversight of transportation options (e.g., whether the school will provide its own transportation, contract out for transportation, attempt to contract with a district, or a combination thereof) and who on the staff will provide this daily oversight.
2. Describe how the school will transport students with special transportation needs and how that will impact your budget.
3. Describe how the school will ensure compliance with state and federal laws and regulations related to transportation services



H.Y.P.E. Leadership Academy will not allow transportation to be a barrier to any child attending the school. While we do expect that most parents/guardians will provide transportation for their children, when this is not feasible, the school will contract transportation services or make alternative arrangements for students in need of transportation.

The impact on the budget will be less costly with a contracted service than having bussing and personnel on-site. The school plans on having a separate budget line for transportation yearly to cover the potential costs of the contract that is put in place. Once the school is eligible to apply for Transportation Funding through CCIP, it plans on applying yearly to help cover any of the costs that can arise. This is not included in any revenue projections.

Through our enrollment process, we will be able to identify students who are experiencing homelessness as defined by McKinney Vento and ensure that they may attend the school through the provision of free transportation. Every year, H.Y.P.E. will have a line in the budget set aside for MV students that will be able to cover the costs of transportation, supplies, and any additional needs that arise. The school guidance counselor will be monitoring the overall plan as well as confirming the school is in compliance with state and federal laws for McKinney-Vento.

To ensure compliance with state and federal laws related to transportation, the Principal will be responsible for the program during year one. Starting in year two, the Assistant Principal will be required to ensure the same compliance.

11.2. School Lunch Plan

Q189. Describe in detail the school lunch plan that will ensure that no child is lacking a daily meal. The details of this plan should align with the targeted student population and school budget proposal. If the school intends to participate in the National School Lunch Program, include the following components in the response:

- 1. How the school will comply with applicable local, state, and federal guidelines and regulations;**
- 2. Any plans to meet the needs of low-income students; and**
- 3. Include how the school intends to collect free- and reduced-price lunch information from qualified families. If a school intends to participate in the Community Eligibility Provision, describe the methodology the school will use to determine eligibility.**



H.Y.P.E. Leadership Academy will participate in the National School Lunch Program as well as the School Breakfast Program through the USDA. This means that any child at H.Y.P.E. Leadership Academy may purchase a meal through the school. There will also be meals priced at Reduced (.30/breakfast and .40/lunch) as well as Free for students who qualify based on their household income and eligibility statistics. For the meal program, H.Y.P.E. Leadership Academy will contract with a food service provider to supply the food for the program. The FSP will adhere to the full dietary guidelines and requirements laid forth by the USDA.

H.Y.P.E. will comply with all applicable guidelines and regulations by developing well-thought-out Policies and Procedures for the school nutrition department. These policies will include:

1. A Charge Policy
2. A Cash Management Policy
3. A Competitive Foods Policy
4. Civil Rights Grievance Procedure
5. Meal Counting and Claiming Procedure
6. Non-Domestic Foods Approval Procedure
7. Local Wellness Policy
8. Free/Reduced Meals Price Policy
9. Edit Check Procedure
10. Verification Plan and Procedure
11. Student Discipline Policy
12. Procurement Plan
13. Second Party/Independent Review Policy
14. Chain of Command Policy
15. Unique Mealtime Needs and Special Diet Policy

These policies will be crafted by reaching out to local and state-level directors and using different professional developments for School Nutrition.

The school intends to collect free- and reduced-price lunch information in multiple ways. First, through a partnership with either LINQ or TITAN and their School Nutrition software that allows applications to be submitted through the internet. Second, there will be an approved paper application that parents can fill out. If the Free/Reduced population qualifies the school for the Community Eligibility Provision, the school plans to accept this delegation. The school will use a Nutrition Director to determine eligibility through income, Direct Certification, and any other allowable means per USDA law.



Applicant Evidence :



DRAFT - Catering Co...

Uploaded on **4/25/2023**
by **Joe Salisbury**

11.3. Civil Liability and Insurance


The Nonprofit shall name the SBE as an Additional Named Insured to their liability coverage for operation of a charter school while obtaining and maintaining insurance at a minimum in the following amounts:

1. Errors and Omissions: one million dollars (\$1,000,000) per occurrence;
2. General Liability: one million dollars (\$1,000,000) per occurrence;
3. Property Insurance: For owned building and contents, including boiler and machinery coverage, if owned;
4. Crime Coverage: no less than two hundred fifty thousand dollars (\$250,000) to cover employee theft and dishonesty;
5. Automobile Liability: one million dollars (\$1,000,000) per occurrence; and
6. Workers' Compensation: as specified by Chapter 97 of NC General Statute, Workers' Compensation Law

Q190. Complete the attached table, indicating the amount of each type of coverage as outlined in a quote obtained from an insurance provider.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 10

Resources



Insurance Coverage ...



Applicant Evidence :


HYPE - Insurance Co...

Uploaded on **4/27/2023**
by **Joe Salisbury**


Q191. Attach Appendix L: Insurance Quotes

• The applicant must provide a quote from an insurance provider as part of this application (as Appendix L) to demonstrate the levels of insurance coverage and projected cost.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :


HYPE-QTE.pdf

Uploaded on **4/27/2023**
by **Joe Salisbury**

11.4. Health and Safety Requirements

All public charter schools are required to follow the regulations regarding health and safety as stated in G.S. 115C 218.75.

Q192. We, the Board members will develop a written safety plan and policies to be shared with staff, parents, and students and be available upon inspection from the Department of Public Instruction and local Health Departments. The Board Chair must sign this question.

Signature



Alberta Lampkins

11.5. Start-Up Plan

Q193. Provide a detailed start-up plan for the proposed school, specifying tasks, timelines, and responsible individuals (including compensation for those individuals, if applicable).

Please see the attachment for the start-up plan.

Applicant Comments :

There are no start-up costs in this plan that the school is paying. NC Educational Solutions is handling this.

Applicant Evidence :



H.Y.P.E. Leadership ...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q194. Describe what the board anticipates will be the challenges of starting a new school and how it expects to address these challenges. Submit a Start-up (Year 0) Budget as Appendix O, if applicable.

The biggest issue is always funding. Having partners, like NC Educational Solutions, in place prior to starting will help get us moving in the right direction. The other is the staffing of high-quality people. When you start a new school, it's always hard to attract staff willing to be a part of something new.

11.6. Facility

Note that the SBE may approve a charter school prior to the school's obtaining a facility;



however, students may not attend school and no funds will be allocated until the school has obtained a valid Certificate of Occupancy for Educational use to the Office of Charter Schools.

Q195. What is your plan to obtain a building? Identify specific steps the board will take to acquire a facility and obtain the Educational Certificate of Occupancy. Present a timeline with reasonable assumptions for facility selection, requisition, state fire marshal and health inspections, and occupation.

In the spring of 2024, The Romine Group will secure the land and begin contracting out the construction of the facility. In February 2024, architect/engineering services will be contracted to design the building and submit it to local and state authorities for permitting. Approval would be expected 6-8 weeks from submittal. Construction will be completed within a 12-month timeframe after approval is received, and inspections and a final Certificate of Occupancy will be completed within an additional 4 weeks. This timeline will provide enough time for unforeseen issues to be resolved while giving the schools several months of occupancy prior to the start of school. The Romine Group has overseen and been involved in a multitude of land acquisition and construction projects over the last 20 years, and as recently as 2022 in North Carolina.

Currently, there are three pieces of land The Romine Group is looking at to purchase, 6415 Fayetteville Rd, Raeford, NC 28376, Fayetteville/Johnson Mill Rd, Raeford, NC 28376, and HWY 401/1303 Fayetteville Rd, Raeford, NC 28376. All three properties have a minimum of 6 acres available.

Q196. Describe the school's facility needs based on the educational program and projected enrollment, including: number of classrooms, square footage per classroom, classroom types, common areas, overall square footage, and amenities. Discuss both short-term and long-term facility plans. Demonstrate that the estimate included in your budget is reasonable.

H.Y.P.E. Leadership Academy will lease a facility situated on approximately 6 acres on Raeford/Fayetteville Rd in Raeford that will house the school facilities. The site developer and general contractor, partnered with The Romine Group's guidance, will construct an approximately 40,000-square-foot facility. The facility will be designed to support the mission and vision of the school. This will include approximately 35 classrooms at 700 sq ft for core, elective, leadership instruction, MTSS, and EC services. It will also include administrative offices, a workroom/breakroom for staff, the required restrooms, storage areas, a gymnasium, and a kitchen with a cafe.



Q197. Describe school facility needs, including: science labs, art room, computer labs, library/media center, performance/dance room, gymnasium and athletic facilities, auditorium, main office and satellite offices, workroom/copy room, supplies/storage, teacher workrooms, and other spaces.

The facilities will require approximately 35 total classrooms to cover core classes and electives. There will also be offices for EC, MTSS, and administration. Other spaces include a staff workroom/breakroom, restrooms, storage areas for janitorial, technology, and other supplies, and a kitchen with a cafe/gym combination.

Q198. What is the breakdown of cost per square foot for the proposed facility? Outline how this cost is comparable to the commercial and educational spaces for the proposed school location.

The anticipated cost per square foot will range somewhere between \$250-\$280 depending on finishes and building design. This figure is roughly \$30-\$50 dollars higher than construction completed in 2022. Depending on market conditions and trends these figures may decrease. Recent trends in trades and material costs indicate that a reduction in cost is somewhat likely. These costs were confirmed by the general contractor that The Romine Group has used on previous projects in North Carolina.

Q199. Facility Contingency Plan: Describe the method of finding a facility if the one the board has identified will not be ready by the time the public charter school will be opening. Include information regarding the immediate spatial needs of the school and identify any programs that will not be immediately offered because a permanent facility has yet to open.



While we fully expect to have the school completed on time and on budget, unforeseen circumstances can arise. The H.Y.P.E. Leadership Board of Directors has a drafted MOU in place with Mt. Pisgah Church to rent their community space:

The M. Rouse Community Center


393 Pittman Grove Rd


Raeford, NC, 28376

at the fair market square footage amount, designated in the summer of 2025. This MOU will be signed by both parties if the Charter School application is approved, to have the contingency plan in place.

The M. Rouse Community Center is a 17,000-square-foot facility that has availability Monday through Friday from 7:00am until 4:00pm. The community center would allow for all the initial classes in year one to operate as close to normal as possible. The center has a space available for electives, including a space for gym classes.

Applicant Evidence :


 MOU H.Y.P.E. and Mt...


 Property Record - M ...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q200. Describe the board’s capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

The board plans on partnering with The Romine Group, TRG, for the build-out of H.Y.P.E. Leadership Academy. TRG has successfully built 20 new school facilities and works directly with general contractors, making sure the project stays on time and on budget. Most recently, TRG helped The Capitol Encore Academy purchase and renovate a new building to be used as its high school facility. The project was completed in June of 2022 for an opening in the fall of 2022. They helped secure municipal bonds to cover the costs of those projects.

11.7. Certify

Q201. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.



- Yes
- No

Q202.Explanation (optional):



12. Financial Plan

12.1. Charter School Budget

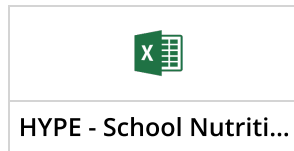
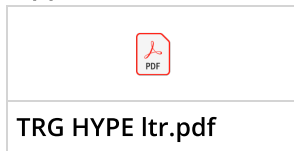
All budgets should balance indicating strong budgetary skills. Any negative fund balances will, more than likely, generate additional questions by those evaluating the application. If the applicant is depending on other funding sources or working capital to balance the operating budget, please provide documentation such as signed statements from donors, foundations, bank documents, etc., on the commitment of these funds. If these figures are loans, the repayment needs to be explained in the narrative and found within the budget projections.

Q203. **If applicable, attach as Appendix M: Revenue Assurances. Assurances are needed to confirm the commitment of any additional sources of revenue.**

The **Other Funds** Revenue line is USDA reimbursement. The spreadsheet used to generate a conservative calculation is attached. We took a very conservative effort based on both Hoke County's monthly numbers along with The Capitol Encore Academy's monthly numbers to generate a revenue line that we feel is very conservative in nature. We also do not consider the annual increase with the USDA for per-meal reimbursement. All the numbers are generated on the 2022-2023 reimbursement rate, without increasing the reimbursement rate, to keep the calculation conservative.

The **Working Capital** is a loan that is drafted and in place with The Romine Group to borrow \$500,000 for FF&E costs to help offset the shortcomings in the Year 1 and 2 budget. Attached is the drafted contract, which shows the loan of \$500,000 over 5 years at 8% interest. Payments will not begin on the loan until the third year of the school, in 2027.

Applicant Evidence :



Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **3/21/2023**
by **Joe Salisbury**

Q204. **Attach as Appendix N: Proposed Budget for Year 1 through Year 5 [Click here to access and download the Budget Template.](https://www.dpi.nc.gov/copy-charter-access-and-download-the-Budget-Template) (https://www.dpi.nc.gov/copy-charter-**



[application-budget-template-012023xlsx/download?attachment\)](#)


Upload Required File Type: pdf, image, excel, word, text Max File Size: 30


Total Files Count: 5

Applicant Comments :

There are two attachments. The first is the charter school downloaded budget template from DPI. The second attachment is the budget that NC Educational Solutions uses for its budgetary tracking. The budgets reflect each other with approximately 3% differences due to minor calculation differences on each as well as added Full Pay Nutrition Income to balance the nutrition budget on the H.Y.P.E. budget projections.

Applicant Evidence :


HYPE - FY26-30.xlsx


Charter Application ...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

12.2. Budget Narrative

Please include additional information that explains the assumptions used in the 5-year budget.

Q205. [How was the student enrollment number projected?](#)



The student enrollment number was projected through a combination of responses to our parent interest survey, Hoke County residential growth, and expansion of businesses and development within the county. According to NCOSBM, Hoke County's population in 2020 was 52,0077. By 2030, the population is expected to increase to 58,032, an increase of 12% over ten years. This has been the trend in Hoke County over the past two decades.

After speaking with the past two County Zoning and Planning Commissioners, Hoke County is slated to add 4,368 new dwellings over 2,461 lots in the next five years. In 2022, First Health Regional Hospital was approved to expand its Hoke County location's Emergency Department by an additional 23 beds, which will create additional job opportunities within Hoke County. Also, being adjacent to Fort Bragg and its military population, there have been expansions from federal projects, such as the new CORE Innovation Center at the Womack Army Medical Center, which continues to benefit the counties surrounding the massive base. The growth is further supported by the near completion of the I-295 bypass which provides greater connectivity between Hoke County, Fort Bragg, and the I-95 corridor. According to the Bureau of Labor and Statistics, Hoke County has seen a 7.36% increase in employment within the county since 2020 with an increase of 4.94% since the start of 2022. In April of 2023, Hoke County opened the James Leach Aquatic Center as well, which will bring more people from out of the county for work.

The closest elementary schools to our location are Scurlock Elementary, Don Stead Elementary, and Upchurch Elementary, which have a total population of 1,870 students at this time. We also expect with the I-295 expansion and the First Health Hoke Expansion there will be an increase in commuters to the area, which will allow us to receive Cumberland County Students as well.

Q206. Provide an explanation as to why you believe there is a demand for the school that will meet this enrollment projection.



H.Y.P.E. Leadership Academy believes there are several reasons why there is a demand for the school supporting the attached enrollment projection. Growth of the local community, performance of schools, and the unique model of the school's program are three reasons. In the attached needs assessment of Hoke county, you will find information related to large infrastructure expansions, which include both access to the area for employees, as well as residential. In addition to the demographic data for Hoke county, educational data shows that some struggling students may benefit from an alternate choice in education for their individual challenges in current educational models offered or to the unique model of programming. The evidence explained below expresses how legislative purposes for charter schools 3, 4, and 5 are the best both fill a need in Hoke County and why H.Y.P.E. Leadership Academy believes not only would it fulfill its mission and vision, but that is there a demand that support the enrollment projection.

Purpose 3: Provide Parents and Students with Expanded Choices in Educational

Opportunities: H.Y.P.E. Leadership Academy's mission is to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. Students at H.Y.P.E. Leadership Academy will choose a selected career pathway in business, health and wellness, or college preparatory, embodying our four pillars to guide them: Respect, Responsibility, Resourcefulness, and Resilience to become a servant leader. Our students and teachers will provide the surrounding community with a quality educational choice that will produce leaders who are disciplined to work towards the future in their selected pathway. Incorporating the Leader in Me instructional model sets H.Y.P.E. Leadership Academy apart from the surrounding schools, with the nearest school in North Carolina twenty miles north and the nearest school in South Carolina forty miles south. With the very limited schools available with a focus on leadership and the use of the Leader in Me curriculum, H.Y.P.E. Leadership Academy provides an expanded educational choice that meets the needs of effective student learning, embraces a culture of leadership and community responsibility, and provides the community with the support and outreach that has been unavailable.


Purpose 4 Improving Student Learning: The design of H.Y.P.E. Leadership Academy naturally lends itself to the learning of all students by incorporating curriculum resources that have been utilized with populations similar to our targeted population with high success rates. H.Y.P.E. Leadership Academy will incorporate the Leader in Me (LiM) model, the Teach Like a Champion Techniques, and HMH Anywhere curriculum. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, schoolwide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. These schools have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates typically decrease by 3%. In addition, the HMH Anywhere curriculum is a world-wide




integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend from benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best-practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMov, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs to be actively and intentionally shaped by the teacher, which is the focus behind the techniques.

Purpose 5 Increasing Learning Opportunities for All Students: Students at H.Y.P.E. Leadership Academy will receive differentiated instruction both within and outside of the classroom through incorporation of the LiM model and incorporation of the Multi Tiered System of Supports (MTSS). The LiM lessons not only teach students a common language and thought process surrounding the concepts of leadership, but empowers students to find a problem in their community, design possible solutions, and then share those solutions with their community. Through this process, students are provided time each day within differentiated cluster groups with a teacher facilitator to work at their own comfort levels on projects. Within H.Y.P.E. Leadership Academy, MTSS Tier I interventions address the needs of all students through the common curriculum components of LiM, TLAC, and HMH Anywhere. Tier II interventions occur in the classrooms through small group differentiated instruction with the push ins of MTSS, AIG, ELL, or EC specialists. Tier III interventions occur outside of the classroom in either small groups or 1:1 with the MTSS, AIG, ELL, or EC specialist. In this way, every student receives the level of instruction they are able to be successful at, while maintaining a constant movement with the NC Standard Course of Study.

Applicant Evidence :



Enrollment Informat...



Educational Need in ...



Initial Family_Comm...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q207.[Provide the break-even point of student enrollment.](#)



While finances can fluctuate, we feel we can take roughly a 10% loss and reach a break-even point. This is due to the contracts in place with NC Educational Systems and The Romine Group, which reflect overall enrollment numbers in their management fees and building lease. It allows the school to be solvent. The break-even numbers for each school year are as follows:

FY26 - 285 grades K-5

FY27 - 350 grades K-6

FY28 - 415 grades K-7

FY29 - 482 grades K-8

FY30 - 550 grades K-9

It is important to note that H.Y.P.E. expects to receive supplemental federal funds that will reduce some of the pressure should enrollment drop below-anticipated enrollment. These funds include PRC 060 (IDEA) Funds, PRC 050 (Title I) Funds, PRC 103 (Title II) Funds, PRC 108 (Title IV) Funds, PRC 016 (Summer Reading) Funds, and School Lunch reimbursements through the USDA.

Q208. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

The school's largest expense is staffing which would be reduced if student enrollment and thus need is lower than anticipated. Facility rental and CMO expenses are based upon a percentage that will fluctuate with enrollment providing expense ratios that will provide for a healthy school operation. With the ability to reduce staff and have contract prices reduced yearly, H.Y.P.E will be set up to have success even with reduced enrollment.

Q209. Does the budget rely on sources of funds other than state, county, and federal (e.g., loans, donations, etc.)? If so, please provide the source and amount. Also, describe any committed contributions and in-kind donations of goods or services to be received by the charter school that will assist in evaluating the financial viability of the school. Clearly indicate between those grants or in-kind donations which have already been firmly committed and those the board is planning to pursue. Be sure that the appropriate assurances documentation is provided in the appendices.

The only non-governmental source of funds included in the budget is a start-up loan intended to fund technology, furniture, and other FF&E costs from The Romine Group. The start-up loan will be in the amount of \$500,000, repayment will begin in year 3 of the school's operation. Terms for the loan will be 8% amortized over 5 years. Attached is the drafted contract.



Q210. Provide the student to teacher ratio that the budget is built on.

The budget is built on a ratio of 1:20 for KG - 3rd and 1:25 for Grades 4th - 8th.

Q211. Describe the board's individual and collective qualifications and capacity for implementing the financial plan successfully.

The Board is comprised of individuals who have professional experience in directing nonprofits, management of a CPA firm, military data analysis, military public affairs, professor of business, and practicing law. Collectively they have the experience and skill set to oversee the implementation of the financial plan, to hold the CMO accountable for financial decisions, and to monitor growth towards established financial goals.

Q212. Describe how one or more high needs students with disabilities might affect the budget and your plan to meet student needs that might be more than anticipated.

The budget was built with the assumption that the school would have some high needs students with disabilities. The budget includes resources and staffing to support some students with high levels of needs. There are still opportunities for growth if the full range of programs, related services, and transportation are not enough. A sufficient fund balance has been established to absorb some added costs. That number would be impacted, but the Board believes that with the resources and finances allocated it may reduce the fund balance remaining at year end, but shouldn't take the entirety.

Q213. If there is a plan to outsource any or all financial management areas such as payroll, benefits, audits, fundraising, accounting, etc., provide a statement on how the vendors will be selected and how the board will oversee their activities to ensure fidelity and compliance.



Yes. H.Y.P.E. Leadership Academy intends to outsource financial management to its selected CMO. Financial auditors will be selected by the Board through their collective knowledge of potential auditors.

The board will monitor financial status through monthly financial reports provided by the CMO which will include, but is not limited to:

1. A Balance Sheet
2. A Monthly Check Register
3. An Aging Accounts Payable Report
4. A Federal Dollars Spent Report
5. A Budget Analysis Report - This will include actuals compared to projected numbers

These reports will allow the board to make decisions based on current financial status, trends, and growth towards financial markers and goals. These reports and financial activities will be audited by whichever independent financial auditor the Board contracts with. Audit reports will be presented to the Board and uploaded into Epicenter for review by the State Board of Education.

Q214. Does the school intend to contract for services such as student accounting and financial services, exceptional children instructional support, custodial, etc? Describe the criteria and procedures for the selection of contractors and large purchases.




The school intends to contract with a janitorial company as well as a food service provider, which will be based on a Request For Proposals in each area. We will also reach out for supplemental EC services, such as Speech Therapy, Occupational Therapy, Psychology, and Physical Therapy. Attached is a draft RFP for Janitorial Services as well as for the food service provider.

While contract cost will be the major factor, other factors that will be considered for evaluating bids are the ability and skill, reputation and appearance, and past work history of the bidder. The school will enter into a contract with the bidder that they feel most confident will satisfy all of their requirements. H.Y.P.E. will also have a procurement plan in place for large purchases that will require a minimum of three quotes. This will ensure the school is receiving the best possible price on the purchase.

See attached Procurement Plan and potential Contract Requests.



Applicant Evidence :

		
DRAFT - Catering Co...	Draft - HYPE Janitori...	HYPE - Draft Procure...

Uploaded on **4/17/2023**
by **Joe Salisbury**

Uploaded on **4/17/2023**
by **Joe Salisbury**

Uploaded on **4/25/2023**
by **Joe Salisbury**

Q215.Explain how the budget aligns with the school's mission, curricular offerings, transportation plans, and facility needs.

The school budget has been developed with great care and consideration for the unique qualities the Board of Directors wishes to realize with regard to the mission and vision of H.Y.P.E. Leadership Academy. The specialized programming necessary to develop the leadership program through Stephen Covey's Leader in Me 7 Habits of Highly Effective People coupled with the 63 teaching techniques of Doug LaMov's Teach Like a Champion to support effective and engaging teaching and learning, have been made a priority in the development of the budget. As primary tools to carry out the mission, it is critical that the staff are able to participate in adequate training and coaching. Additionally, with the design of the career pathways to include entrepreneurship, health and wellness, and college preparatory, adequate staffing becomes essential. Lastly, the resources and facility with the ability to expand in as the school grows into high school will be of great importance. The H.Y.P.E. Leadership Board of Directors understands that in order to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership, adequate funding and allocation of resources is necessary and they have employed that understanding.

Q216.What percentage of expenditures will be the school's goal for a general fund balance? Describe how the school will develop the fund balance.

The Board will establish a goal by year 5 of operation to establish a fund balance between 12%-15%. From there the goal would be to increase that fund balance by roughly 2% until a balance of 20% has been reached. Moving forward the goal will be to maintain that 20% fund balance. These balances will be reached through sound financial practices, multi-year budgeting and forecasting, and creative solutions to long-term financial needs.

Q217.Provide a description of proposed financing structure. Include financing of facilities, other asset financing, and leases.



The Romine Group will secure, fund and finance the construction of the school facility. The Romine Group will then lease the completed facility back to HYPE at a rate of 11% of state and local funds. After year 5 of operation it is anticipated that HYPE will purchase the existing building and likely expand that facility footprint through the sale of municipal bonds. Additionally, The Romine Group will provide HYPE with a \$500,000 start up loan intended to provide funding for FF&E needs. The repayment of that start up loan will begin in year 3 of operation and will be amortized over a 5 year span at 8%.

Q218. Will the school have assets from other sources (e.g. building, furniture, chairs, computers, etc.)? If yes, please provide a list. Note which are secured and which are anticipated, and include evidence of commitment for any assets on which the school's core operation depends.

The school will not have assets from outside sources as it plans to take a \$500,000 loan from The Romine Group to purchase its own furniture.

12.3. Financial Compliance

Q219. How will the school ensure adequate internal controls, including segregation of duties, safeguarding of assets, accurate and adequate record keeping?

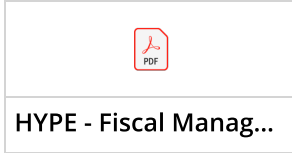
The school is taking multiple measures to ensure adequate internal controls.

1. The school will hire a Third-Party Accounting Firm to help with oversight as well as adequate tracking.
2. There will be no school credit card. The school will only use Purchase Orders/Checks for invoices.
3. Purchase Orders are scanned and saved each month.
4. Purchase Orders are stamped once paid to show proof of payment.
5. Dual signatures on all Purchase Orders - Business Manager and Superintendent, or Board Member.
6. There is no official check signer in the school - Designated Board member(s) must sign off on checks.
7. Records are kept behind a double-locked door with minimal access.
8. A safe is maintained in the Business office with limited controllers.
9. Yearly Audits are performed by the selected third-party audit firm.
10. Monthly Financials will be presented by the school to the board for review to confirm monthly accounting is correct.

Attached are the board-approved Fiscal Management Procedures.



Applicant Evidence :



Uploaded on **4/17/2023**
by **Joe Salisbury**

Q220. Provide any known or possible related party transactions (relationship, description of transaction, and estimated dollars involved).

There would be no related party transactions.

Q221. Provide the name of the firm approved by the NC Local Government Commission (LGC) that will conduct the audit. Include the complete mailing address, telephone number, and fax number. If a firm has yet to be identified, please list the firms the board has investigated.

Sharpe Patel PLLC

5510 Six Forks Road, Suite 140

Raleigh, NC 27609

e) jay@sharpepatelcpa.com (mailto:jay@sharpepatelcpa.com)

w) www.sp.cpa (http://www.sp.cpa)

p) (919) 424-1976

12.4. Certify

Q222. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- Yes
- No

Q223. Explanation (optional):



2023 NC CHARTER APPLICATION
NC Public Charters





13. Other Forms

Q224. Sign the attached Charter School Required Signature Certification document and upload it as a PDF or image file.

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

Applicant Comments :

Please note that this information was discussed via Zoom at the 4/25/23 board meeting. The meeting agenda and meeting notes have been uploaded as evidence on Q225. in section 14 as this section will only allow one upload.

Resources



Charter School Requ...

Applicant Evidence :



HYPE Signature Page...

Uploaded on **4/28/2023**

by **Joe Salisbury**



14. Third-party Application Preparation

Q225. Was this application prepared with the assistance of a third-party person or group?

- Yes
 No

Applicant Evidence :

	
HYPE - Board Minute...	HYPE - Board Meetin...

Uploaded on **4/28/2023** by **Joe Salisbury** Uploaded on **4/28/2023** by **Joe Salisbury**

Q226. Give the name of the third-party person or group:

NC Educational Solutions - 7877 Stead Rd, Utica, MI 48317

Representatives: Joe Salisbury, Angela Gilbert, Dr. Kendra Whitney, Jimia Brantley, William Kneer, Gerard Falls

Q227. Fees provided to the third-party person or group:

\$0.00 - No Charge




15. Application Fee

Pursuant to G.S. 115C-218.1(c) the charter school applicant must submit a \$1000 application fee to the Office of Charter Schools. The applicant must submit their application fee by **April 28, 2023, at 5:00 pm EDT** for Fast Track and Accelerated applications, and **April 28, 2023, at 5:00 pm EDT** for traditional timeline applications. Payments will be accepted in the form of a certified check. Cash is not accepted.


Q228.*Application Note: The applicant must mail the certified check along with the Application Fee Payment Form (see the resources for this question) before or on the due date of April 28, 2023, at 5:00 pm EDT for Fast Track and Accelerated applicants, and April 28, 2023, at 5:00 pm EDT for traditional timeline applicants. Failure to submit payment by the stipulated timeline to the Office of Charter Schools will deem the application incomplete. Payments should be made payable to the North Carolina Department of Public Instruction: North Carolina Department of Public Instruction Office of Charter Schools 6307 Mail Service Center Raleigh, NC 27699-6307

I understand

Resources


2023 Payment Form ...

Applicant Evidence :


Proof Of Payment - ...

Uploaded on **4/27/2023**
by **Joe Salisbury**





16. Signature page


Q229. Fill out the attached resource and get it signed and notarized. Then upload as a PDF or image file.

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

Resources


Signature Page.docx

Applicant Evidence :


Notatized Submissio...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q230. Please digitally sign your application here
Signature



Final Status



Reject Approve

Approver Comments

Email Address	Do you think Raefor	Please select the choice	What type of community is it?	What types of extracurricular activities would make a school better?	How important is it to you?	How interested would you be?	How likely would you be to apply?	Please list any other comments or suggestions you may have!
nefetitie@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
tjraddr@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
rogerpaschall@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Athletics	Academic Excellence, Ath	Very important	Very interested	Very likely		
hoodrosalyn@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
jaleesayoung07@gmail.com	Yes	College/Advanced Education, Athletics	Athletics, Mentoring	Academic Excellence	Very important	Very interested	Very likely	
teytey21@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
terrence.a.alston@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
staceyhayes630@outlook.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
cmims2004@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely		
melissarollizo@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
roafbrandon20@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
markblessed1@aol.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Leadership Development, Very important	Very interested	Very likely			
sophisticatedboss86@gmail.com	Yes	Career Exploration, Athletics	Jobs Skills Training, Athle	Academic Excellence, Ath	Somewhat important	Very interested	Very likely	
dmhookerck@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
Msw2019@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mitchell30nc@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely			
kimerie5@yahoo.com	Yes	Career Exploration, College, Athletics	Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely		
dpacker24@yahoo.com	Yes	Leadership Development, Athletics, Mentorship	Jobs Skills Training, Athle	Academic Excellence, Prof	Very important	Very interested	Very likely	
vallery34@aol.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Somewhat interested	Very likely			
skindle424@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
stwick1270@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Neutral	Very likely			
missbitrlysvt@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mccain0119@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
ireact24@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Somewhat likely		
thomastyronea@gmail.com	Yes	College/Advanced Education, Athletics, Mentorship	Jobs Skills Training, Athle	Academic Excellence, Ath	Very important	Very interested	Somewhat likely	
katanyafoust@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
camilleleeverett@ccs.k12.nc.us	Yes	Career Exploration, College, Community Service, Ment	Jobs Skills Training, Athle	Academic Excellence, Le	Somewhat important	Very interested	Very likely	
technic15075@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Athle	Academic Excellence, Le	Very important	Very interested	Very likely		
zakiracruz@ccs.k12.nc.us	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
akilar1713@gmail.com	Yes	Leadership Development, Community Service, Ment	Athletics	Academic Excellence	Very important	Very interested	Very likely	
aleahjackson@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Somewhat important	Very interested	Very likely			
bcolonk@gmail.com	Yes	College/Advanced Education, Leadership Opportunities, Jobs Skills Training, Athle	Athletic Excellence	Very important	Very interested	Very likely		
mkindle343@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
tynettawilson0809@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Neutral			
trewms611@gmail.com	No	Leadership Development, Athletics	Jobs Skills Training, Athle	Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely	
woody9331@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Athle	Academic Excellence, Le	Somewhat important	Very interested	Somewhat likely		
joestek54@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
danluv2000@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Somewhat interested	Neutral			
sosweet1030@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
tenikabrantley1@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
mdillon1874@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
rrjkalam@gmail.com	Yes	Career Exploration, Character, Community Service, Athle	Jobs Skills Training, Athle	Academic Excellence, Ext	Somewhat important	Somewhat interested	Somewhat likely	As this would be a public school, how is discipline handled? Is the school allowed to deny admission to students with behavioral problems? Are students with special needs accepted? How many students with special needs would be in each classroom (ratios)? What would the class size at each grade level (elementary, middle, high)?
laurieann.stevens12@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Neutral	Somewhat interested	Somewhat likely			
mandimaclean@yahoo.com	Yes	Character Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			I already drive my child 45 minutes one way to STARS and would love a great charter school more local.
tarynshelton3636@gmail.com	Yes	Career Exploration, Character, Community Service, Ment	Jobs Skills Training, Ment	Academic Excellence, Le	Somewhat important	Very interested	Very likely	We have several students who identify LGBTQ+ and suffer bullying at their home schools. Teachers are also harsh and passively aggressive towards under-performing students. (This is coming from an educator who has seen it first hand.) I would like to see a school that better cares for and supports students who struggle both personally and academically.
nyoshilashae@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
karie.portman@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Men	Academic Excellence, Le	Very important	Very interested	Very likely		The most important to us is academics.
hmrames3@gmail.com	Yes	Leadership Development, Mentorship	Athletics	Academic Excellence	Very important	Very interested	Somewhat likely	I would be interested in a school that focuses on academics. Pays teachers well in order to recruit the best, and a low student to teacher ratio.
bobbifries76@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mandyepiggoler@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Prc	Somewhat important	Very interested	Very likely			
Jsmurr114@outlook.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
jacquelinescala@yahoo.com	Yes	Career Exploration, College, Community Service, Athle	Athletics, Mentoring	Academic Excellence, Ath	Somewhat important	Very interested	Very likely	A school that isn't solely based on a household income for the entry.
jenscala630@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			Strong focus in Academic Excellence
dhamer321@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Somewhat likely			I would need to know more about the staff and curriculum before making a decision.
taishasims@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
emilyclear@hotmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
ana.krusell@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mollimadden@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Prc	Very important	Very interested	Very likely			

Email Address	Do you think Raeford	Please select the choice	What type of community	What types of extracurric	What would make a school	How important is it for you	How interested would you	How likely would you be to	Please list any other comments or suggestions you may have!
rm43639@hotmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath			Very important	Very interested	Very likely	
togetmsglaize90@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le			Very important	Very interested	Very likely	
lacecarrillorosado@gmail.com	Yes		Career Exploration, Char Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le			Somewhat important	Very interested	Very likely	
cassie.snow@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Athletic Excellence, Lead			Very important	Very interested	Very likely	
mary.e.matthews.mil@sox.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Leadership Development, Very			important	Very interested	Very likely	If you don't open another school allow Military Children in Raeford to attend on base. The schools in Raeford are horrible and our children deserve better.
hollings04unc@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath			Very important	Very interested	Very likely	I love this so much. Born and raised, left for college at UNC-CH, moved to Memphis came back and worked as a school counselor. However my daughter would never go to school here, except high school. Love everything abt this and supporting.
alicst182@hotmail.com	Yes		Career Exploration, Community Service, Athle Jobs Skills Training, Lead Academic Excellence, Prc			Somewhat important	Somewhat interested	Very likely	
genniebraido@yahoo.com	Yes		Leadership Development, Community Service, Athle Jobs Skills Training, Lead Academic Excellence, Ath			Very important	Very interested	Very likely	
virginialsteele@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le			Somewhat important	Very interested	Very likely	
kenziehartman93@gmail.com	Yes		Leadership Development, Athletics, Mentorship, He; Jobs Skills Training, Lead Academic Excellence, Ath			Somewhat important	Somewhat interested	Very likely	
harvickfanwcu@gmail.com	Yes		Career Exploration, Colle; Community Service, Athle Leadership Training, Athle Academic Excellence, Exl			Very important	Somewhat interested	Somewhat likely	
ljt816@yahoo.com	Yes		Leadership Development, Community Service, Heall Jobs Skills Training, Lead Leadership Development, Somewhat			important	Very interested	Very likely	

Email Address	Do you think Raefr	Please select the choic	What type of communit	What types of extracur
nefetitie@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tjraddir@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
rogerpaschall@yahoo.c	Yes	Leadership Developme	Leadership Opportuniti	Athletics
hoodrosalyn@yahoo.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
jaleesayoung07@gmai	Yes	College/Advanced Edu	Athletics	Athletics, Mentoring
teyey21@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
terrence.a.alston@gmæ	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
staceyhayes630@outlo	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
cmims2004@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
melissarollizo@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
roofbrandon20@gmail.	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
markblessed1@aol.cor	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
sophisticatedboss86@;	Yes	Career Exploration	Athletics	Jobs Skills Training, At
dmhookerck@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
Msw2019@yahoo.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
mitchell30nc@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
kimerie5@yahoo.com	Yes	Career Exploration, Co	Athletics	Jobs Skills Training, Le
dpacker24@yahoo.cor	Yes	Leadership Developme	Athletics, Mentorship	Jobs Skills Training
vallery34@aol.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
skindle424@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
slwicker1270@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
missbitrlyswt@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
mcclain0119@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
ireact24@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
thomastyrona@gmail.c	Yes	College/Advanced Edu	Athletics, Mentorship	Jobs Skills Training, At
katanyafooust@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
camilleleverett@ccs.k1	Yes	Career Exploration, Co	Community Service, M	Jobs Skills Training, At
technic15075@yahoo.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, At
zakiracruz@ccs.k12.nc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
akilar1713@gmail.com	Yes	Leadership Developme	Community Service, M	Athletics
aleahjackson@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
bcolonk@gmail.com	Yes	College/Advanced Edu	Leadership Opportuniti	Jobs Skills Training, At
mkindle343@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tynettawilson0809@gm	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
trewms611@gmail.cor	No	Leadership Developme	Athletics	Jobs Skills Training, At
woody9331@yahoo.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, At
joesteak54@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
danluv2000@yahoo.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
sosweet1030@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tenikabrantley1@gmail	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
mdillon1874@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
rrjkalam@gmail.com	Yes	Career Exploration, Ch	Community Service, At	Jobs Skills Training, At
laurieann.stevens12@c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le

mandimaclean@yahoo Yes
tarynshelton3636@gm: Yes
nyoshilashae@gmail.cc Yes
karie.portman@gmail.c Yes
hmramey3@gmail.com Yes
bobbifries76@gmail.co Yes
mandyeppigoler@yaho Yes
Jsmurr114@outlook.co Yes
jacquelinescala@yahoc Yes
jenscala630@gmail.coi Yes
dhamer321@gmail.con Yes
taishasims@yahoo.con Yes
emilyleclear@hotmail.c Yes
ana.krussell@yahoo.cc Yes
mollimadden@gmail.cc Yes
rm43639@hotmail.com Yes
togetmsglaize90@gma Yes
lacecarrillosado@gm Yes
cassie.snow@ymail.coi Yes
mary.e.matthews.mil@ Yes
hollings04unc@gmail.c Yes
alicst182@hotmail.com Yes
genniebraido@yahoo.c Yes
virginialsteele@gmail.c Yes
kenziehartman93@gm: Yes
harvickfanwcu@gmail.c Yes
ljt816@yahoo.com Yes

Character Developmen Leadership Opportuniti Jobs Skills Training, Le
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Leadership Developme Leadership Opportuniti Leadership Training, M
Leadership Developme Mentorship Athletics
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Career Exploration, Co Community Service, At Athletics, Mentoring
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Leadership Developme Leadership Opportuniti Leadership Training, At
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
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Leadership Developme Community Service, At Jobs Skills Training, Le
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
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Career Exploration, Co Community Service, At Leadership Training, At
Leadership Developme Community Service, H Jobs Skills Training, Le

Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence	Very important	Very interested	Somewhat likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Somewhat likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Athletic Excellence, Le	Very important	Very interested	Very likely
Leadership Developme	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Somewhat interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Somewhat interested	Very likely
Academic Excellence, I	Very important	Somewhat interested	Somewhat likely
Leadership Developme	Somewhat important	Very interested	Very likely

Please list any other comments or suggestions you may have!

students with behavioral problems? Are students with special needs accepted? How many students with

I already drive my child 45 minutes one way to STARS and would love a great charter school more local. also harsh and passively aggressive towards under-performing students. (This is coming from an

The most important to us is academics.
best, and a low student to teacher ratio.

A school that isn't solely based on a household income for the entry.

Strong focus in Academic Excellence

I would need to know more about the staff and curriculum before making a decision.

If you don't open another school allow Military Children in Raeford to attend on base. The schools in Raeford I love this so much. Born and raised, left for college at UNC-CH, moved to Memphis came back and worked

ed as a school counselor. However my daughter would never go to school here, except high sc

:hool. Love everything abt this and supporting.



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

BIOLOGY PACING GUIDE – Block Schedule

BOLD – Clarifying Objectives

Italics – Objectives related to the topic (preview or spiraled back for reinforcement or increased depth of understanding)

First Nine Weeks

Unit 1 – 24 Days				Review Reinforcement 3 Days	Unit 2 – 12 Days		CFA Review Reinforcement 3 Days Semester FLEX 3 Days
Life's Molecules					Cell Reproduction / Molecular Genetics		
6 Days	4 Days	8 Days	6 Days		6 Days	6 Days	
Biomolecules Enzymes	Cell Organelles Prokaryotic vs Eukaryotic Plant vs Animal	Cell Membrane Transport Maintenance of Homeostasis	Energy and ATP Cellular Respiration Fermentation Photosynthesis		DNA Structure Replication Transcription Translation Mutations	Cell Cycle Mitosis Cancer Meiosis Sexual Reproduction	
4.1.1, 4.1.3	1.1.2, 1.1.1	1.1.1, 1.2.1, 4.2.2	4.2.1	3.1.1, 3.1.2, 4.1.2, 3.1.3	1.2.2, 3.2.1		
1.1.1, 3.1.1, 3.1.2, 4.1.2, 4.2.1, 4.2.2	1.1.3, 1.2.1, 1.2.2	4.1.1, 4.1.3	1.1.1, 1.2.3, 2.1.3, 2.1.1, 4.2.2	1.1.1, 1.1.2, 1.1.3, 2.1.2, 3.4.3, 3.5.2, 4.1.1, 4.1.3	1.1.1, 2.1.2, 3.1.1		

Second Nine Weeks

Unit 3 – 9 Days	Review Reinforce ment 2 Days	Unit 4 – 5 Days	Review Reinforce ment 2 Days	Unit 5 – 11 Days		Review Reinforce ment 2 Days	Unit 6 – 7 days	Review 2 Days EOC Review EOC Testing 7 Days
Heredity		Biotechnology		Evolution	Adaptations		Ecology	
9 Days		5 Days		6 Days	5 Days		7 Days	

Punnett Squares Patterns of Inheritance Human Genetic Disorders Pedigrees Karyotypes Environmental Effects		DNA Fingerprint Human Genome Project Biotechnology Cell Specialization	Early Evolution Evidences Natural Selection Mechanism Phylogenetic Trees/Cladograms Classification/ Dichotomous Keys	Viruses, Bacteria, Protist Behavioral Adaptations Reproductive Adaptations Structural Adaptations Transport/Excretion		Symbiotic Relationships Population Growth Ecosystems Energy Flow Cycling of Matter Bioaccumulation Human Impact NC Ecosystems
3.2.2, 3.2.3		1.1.3, 3.3.1, 3.3.2, 3.3.3	3.4.1, 3.4.2, 3.4.3, 3.5.1, 3.5.2	1.2.3, 2.1.2		2.1.1, 2.1.3, 2.1.4, 2.2.1, 2.2.2
2.1.2, 3.1.3, 3.2.1, 3.4.3		3.2.2	3.1.1, 3.1.2, 3.1.3, 3.3.1, 4.1.1, 4.1.2	1.1.1, 1.1.2, 1.1.3, 3.4.3, 3.5.1, 3.5.2, 4.2.2		4.2.1

Structure and Function (18 – 22% EOC) – 18 days

Ecosystems (18 – 22% EOC) – 14 days

Molecular Biology (15-19% EOC) – 13 days

Evolution and Genetics (43-55% EOC) –

36 days

Teach and Access at the VERB level

BIOLOGY ESSENTIAL STANDARDS – BY STRAND (test specs, items per objective – based on March 2016 NCDPI)

STRUCTURE AND FUNCTION OF LIVING ORGANISMS (18-22% EOC)

BIO.1.1	Understand the relationship between the structures and functions of cells and their organelles.
Bio.1.1.1	Summarize the structure and function of organelles in eukaryotic cells (including the nucleus, plasma membrane, cell wall, mitochondria, vacuoles, chloroplasts, and ribosomes) and ways that these organelles interact with each other to perform the function of the cell. (# of items - 2)
Bio.1.1.2	Compare prokaryotic and eukaryotic cells in terms of their general structures (plasma membrane and genetic material) and degree of complexity. (# of items – 1-2)
Bio.1.1.3	Explain how instructions in DNA lead to cell differentiation and result in cells specialized to perform specific functions in multicellular organisms. (# of items - 3)
Bio.1.2	Analyze the cell as a living system
Bio.1.2.1	Explain how homeostasis is maintained in the cell and within an organism in various environments (including temperature and pH). (# of items - 2)
Bio.1.2.2	Analyze how cells grow and reproduce in terms of interphase, mitosis and cytokinesis. (# of items - 3)
Bio.1.2.3	Explain how specific cell adaptations help cells survive in particular environments (focus on unicellular organisms). (# of items - 1)
ECOSYSTEMS (18-22% EOC)	
BIO.2.1	Analyze the interdependence of living organisms within their environments.
Bio.2.1.1	Analyze the flow of energy and cycling of matter (H ₂ O, C ² , N ₂ and O ₂) through ecosystems relating the significance of each to maintaining the health and sustainability of an ecosystem. (# of items - 1)

Bio.2.1.2	Analyze the survival and reproductive success of organisms in terms of behavioral, structural, and reproductive adaptations. (# of items – 1-2)
Bio.2.1.3	Explain various ways organisms interact with each other (including predation, competition, parasitism, mutualism) and with their environments resulting in stability within ecosystems. (# of items – 2-3)
Bio.2.1.4	Explain why ecosystems can be relatively stable over hundreds or thousands of years, even though populations may fluctuate (emphasizing availability of food, availability of shelter, number of predators and disease). (# of items - 1)
BIO.2.2	Understand the impact of human activities on the environment (one generation affects the next).
Bio.2.2.1	Infer how human activities (including population growth, pollution, global warming, burning of fossil fuels, habitat destruction and introduction of nonnative species) may impact the environment. (# – 2-3)
Bio.2.2.2	Explain how the use, protection and conservation of natural resources by humans impact the environment from one generation to the next. (# of items – 3-4)
EVOLUTION AND GENETICS (43-55% EOC)	
BIO.3.1	Explain how traits are determined by the structure and function of DNA.
Bio.3.1.1	Explain the double-stranded, complementary nature of DNA as related to its function in the cell. (# of items - 3)
Bio.3.1.2	Explain how DNA and RNA code for proteins and determine traits. (# of items – 1-2)
Bio.3.1.3	Explain how mutations in DNA that result from interactions with the environment (i.e. radiation and chemicals) or new combinations in existing genes lead to changes in function and phenotype. (# - 1)
Bio.3.2	Understand how the environment, and/or the interaction of alleles, influences the expression of genetic traits.
Bio.3.2.1	Explain the role of meiosis in sexual reproduction and genetic variation. (# of items – 1- 2)
Bio.3.2.2	Predict offspring ratios based on a variety of inheritance patterns (including dominance, co-dominance, incomplete dominance, multiple alleles, and sex-linked traits). (# of items - 1)
Bio.3.2.3	Explain how the environment can influence the expression of genetic traits. (# of items – 3-4)
Bio.3.3	Understand the application of DNA technology
Bio.3.3.1	Interpret how DNA is used for comparison and identification of organisms. (# of items - 3)
Bio.3.3.2	Summarize how transgenic organisms are engineered to benefit society. (# of items - 2)
Bio.3.3.3	Evaluate some of the ethical issues surrounding the use of DNA technology (including cloning, genetically modified organisms, stem cell research, and Human Genome Project). (# of items - 0)
Bio.3.4	Explain the theory of evolution by natural selection as a mechanism for how species change over time.
Bio.3.4.1	Explain how fossil, biochemical, and anatomical evidence support the theory of evolution. (# of items - 2)
Bio.3.4.2	Explain how natural selection influences the changes in species over time. (# of items - 3)
Bio.3.4.3	Explain how various disease agents (bacteria, viruses, chemicals) can influence natural selection. (# of items - 1)
Bio.3.5	Analyze how classification systems are developed based upon speciation.
Bio.3.5.1	Explain the historical development and changing nature of classification systems. (# of items - 2)
Bio.3.5.2	Analyze the classification of organisms according to their evolutionary relationships (including dichotomous keys and phylogenetic trees). (# of items - 2)
MOLECULAR BIOLOGY (15-19% EOC)	
BIO.4.1	Understand how biological molecules are essential to the survival of living organisms
Bio.4.1.1	Compare the structures and functions of the major biological molecules (carbohydrates, proteins, lipids, and nucleic acids) as related to the survival of living organisms. (# of items - 2)
Bio.4.1.2	Summarize the relationship among DNA, proteins and amino acids in carrying out the work of cells and how this is similar in all organisms. (# of items - 2)
Bio.4.1.3	Explain how enzymes act as catalysts for biological reactions. (# of items - 2)
BIO.4.2	Analyze the relationships between biochemical processes and energy use in the cell.
Bio.4.2.1	Analyze photosynthesis and cellular respiration in terms of how energy is stored, released, and transferred within and between these systems. (# of items - 2)
Bio.4.2.2	Explain ways that organisms use released energy for maintaining homeostasis (active transport). (# of items - 2)

**BYLAWS
OF
H.Y.P.E. LEADERSHIP ACADEMY, INC.**

February 20, 2023, Amended May 16, 2023

**ARTICLE I
NAME, PURPOSE, AND POWERS**

1. Name. The name of the North Carolina nonprofit corporation is H.Y.P.E. Leadership Academy, Inc. (the “**Corporation**”).

2. Purpose. The affairs and activities of the Corporation shall be carried out at all times for the purposes and in accordance with the terms set forth in its Articles of Incorporation, these Bylaws, and the North Carolina Nonprofit Corporation Act. The affairs and activities of the Corporation shall be carried out at all times in conformity with all applicable provisions of the Internal Revenue Code of 1986, as amended, (the “**Code**”) applicable to nonprofit organizations qualified for tax-exempt status organized for “educational purposes” as described in section 501(c)(3) of the Code. The Corporation is organized and will be operated exclusively for educational purposes.

3. No Power to Issue Stock. The Corporation shall have no power to issue any form of stock in the Corporation, including, but not limited to, capital stock.

**ARTICLE II
PRINCIPAL OFFICE AND RESIDENT AGENT**

1. Principal Office. The principal office of the Corporation shall be as set forth in the Corporation’s Articles of Incorporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law.

2. Resident Agent. The resident agent of the Corporation shall be as set forth in the Corporation’s Articles of Incorporation, or such other agent as may be designated from time to time by the Board of Directors in the manner provided by law.

**ARTICLE III
BOARD OF DIRECTORS**

1. Number, Election, and Term. The affairs of the Corporation shall be managed by a Board of Directors. The number of members of the Board of Directors shall be not less than (1) and not more than three (3). A member of the Board of Directors shall hold office from the time of his or her election for a term of three (3) years, or until such member’s earlier death, resignation, removal, or incapacitation. A member of the Board of Directors may also be elected to complete the unexpired term of service for a member of the Board of Directors who resigned, died, was removed, or became incapacitated. Terms shall be deemed to begin on the date when a person is elected, or when he or she accepts office or attends his or her first meeting of the Board of Directors. Each member of the Board of Directors shall serve until such individual’s term expires, and thereafter until such member’s successor is duly elected as set forth in this Article, or upon his or her earlier death, resignation, removal, or incapacity.

2. Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by the President or Board of Directors. Notice of such regular meetings shall be delivered by regular mail or other written means, including but not limited to electronic communication media, such as email or telephone, at least five (5) calendar days in advance of the meeting, except as otherwise expressly required herein or by law, and except that whenever the time or place of regular meetings shall be initially fixed and then changed, a notice of such action shall be given promptly by telephone or otherwise to each member of the Board of Directors not participating in such action. Any business may be transacted at any regular meeting. Furthermore, all meetings of the Board shall comply with Article 33C of Chapter 143 of the North Carolina General Statutes. Consistent with that Article, the Board shall, among other things: (i) cause a current copy of the schedule of its regular meetings to be kept on file with the Secretary of the Corporation and (ii) give public notice of regular, special, and emergency meetings pursuant to N.C. Gen. Stat. § 143-318.12.

3. Waiver of Notice. A member of the Board of Directors may waive any notice requirement by signing a written waiver of the notice and delivering it to the Secretary of the Corporation for filing with the minutes or the corporate records. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of the meeting except when a member of the Board of Directors attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

4. Annual Meeting. One regular meeting of the Board of Directors shall be designated the Annual Meeting. Among matters that shall be addressed at the Annual Meeting are the election of officers of the Corporation for the next year and the election of director(s) to fill seats for any expiring terms or vacant seats. The Board of Directors may also transact any other business at the Annual Meeting.

5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Board, the President, or by at least one-fourth of the members of the Board of Directors, to be held at such place and day and hour as shall be specified in the meeting notice. Notice of every special meeting of the Board of Directors shall be provided by the Secretary to each member of the Board of Directors at least twenty-four (24) hours before the meeting. Any business may be transacted at any special meeting regardless of whether the notice calling such meeting contains a reference thereto, except as otherwise required by law.

6. Quorum. At all meetings of the Board of Directors, the presence of a majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business. If a quorum is not present at any duly convened meeting, a majority of the members of the Board of Directors present may adjourn the meeting to a future date, time, and place as they may determine, provided that notice of the date, time, and place to which such meeting is adjourned is provided to all of the members of the Board of Directors by in person delivery or by electronic communication media, such as email or telephone.

7. Means of Communication. One or more members of the Board of Directors may participate in any regular or special meetings of the Board of Directors by means of telephone conference or similar communications medium allowing all persons participating in the meeting to hear the others. Except as otherwise provided herein, participation in any such meeting shall be deemed attendance in person for all purposes under these Bylaws.

8. Action by Written Consent. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors so consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors shall be filed with the Secretary of the Corporation along with the minutes of the proceedings of the Board.

9. Resignation. Any member of the Board of Directors may resign by submitting his or her resignation to the Secretary, or the President, in the event of a vacancy of the Secretary. Such resignation shall become effective upon its receipt by the Secretary, or as otherwise specified therein.

10. Vacancy. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, incapacity, or any other cause shall be filled by election. The election of a member of the Board of Directors to fill a vacancy may take place at any meeting of the Board of Directors at which a quorum is present. Each person so elected shall serve as a member of the Board of Directors until the expiration of the remaining term of the vacating member of the Board of Directors.

11. Removal. Any member of the Board of Directors may be removed from office at any time for any or no reason by the affirmative vote of two-thirds (2/3) of all members of the Board of Directors then in office.

12. Committees. The Board of Directors, by a resolution adopted by a majority of the members of the Board of Directors then in office, may designate one or more committees of the Board of Directors consisting of one or more of the members of the Board of Directors. The Board of Directors may designate one or more members of the Board of Directors as alternate members of any committee of the Board of Directors, who may replace any absent or disqualified member at any meeting of that committee of the Board of Directors. The conduct of any meeting of a committee of the Board of Directors shall be held in accordance with the provisions of this Article III applicable meetings of the Board of Directors.

ARTICLE IV OFFICERS

1. Officers. The officers of the Corporation shall be as follows: the President, the Secretary, and the Treasurer. All officers are to be elected by a majority of the Board of Directors at any meeting. Any two or more offices may be held by the same person; provided, however, that an individual holding more than one office may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer. All officers shall hold office subject to the pleasure of the Board of Directors, or until his or her death, resignation, removal, or incapacitation. Unless indicated for a specific office, officers need not be members of the Board of Directors of the Corporation.

2. Additional Officers. The Board of Directors may from time to time appoint or employ such additional officers, assistant officers, agents, employees, and independent contractors as the Board of Directors deems advisable. For agents and employees, the Board of Directors may prescribe duties, conditions of employment, and terms of compensation, or assign these responsibilities to the President. The President may employ from time to time such other agents, employees, and independent contractors as the President may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and the President may prescribe their duties and the conditions of their employment, fix their compensation, and dismiss them at any time, without prejudice to their contract rights, if any.

3. President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general supervision of and general management and executive powers over all the property, operations, business, affairs, and employees of the Corporation, and shall see that the policies and programs adopted or approved by the Board of Directors are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

4. Secretary. It shall be the duty of the Secretary (a) to keep an original or duplicate record of the proceedings of the Board of Directors, and a copy of the Articles and of the Bylaws; (b) to give such notices as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; and (d) to exercise all powers and duties incident to the office of Secretary, and have such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or as assigned by the President. The Secretary by virtue of the office shall also be an Assistant Treasurer.

5. Treasurer. It shall be the duty of the Treasurer to have or provide for the custody of the funds or other property of the Corporation; exercise or delegate authority to open maintain such bank account(s) or fund depositories as may be approved by time to time by the Board of Directors; delegate authority to collect or receive or provide for the collection and receipt of monies granted to or earned by or in any manner due to or received by the Corporation and require periodic reports; delegate authority to prepare financial reports as required by law or by investors, grantors or other parties supporting or regulating the Corporation; and perform such further duties from time to time as may be prescribed in these Bylaws or by the Board of Directors or as requested by the President.

6. Resignation. Any officer may resign by submitting his or her resignation to the Board of Directors. Such resignation shall become effective upon its receipt by the Board of Directors, or as otherwise specified therein.

7. Vacancy. Any vacancy in any office or position because of death, resignation, removal, disqualification, disability, or other cause shall be filled in the manner provided in this Article IV for regular election or appointment to such office.

8. Removal. Any officer may be removed from office at any time for any or no reason by the affirmative vote of a majority of the members of the Board of Directors then in office.

ARTICLE V OTHER CORPORATE MATTERS

1. Execution of Documents. All notes, bonds, drafts, acceptances, checks, endorsements (other than for deposit), guarantees and all evidences of indebtedness of the Corporation whatsoever, and all deeds, mortgages, contracts and other instruments requiring execution by the Corporation, may be signed by the President or the Treasurer, and authority to sign any of the foregoing, which may be general or confined to specific instances, may be conferred by the Board

of Directors upon any other person or persons. Any person having authority to sign on behalf of the Corporation may delegate, from time to time, by instrument in writing, all, or any part of such authority to any other person or persons if authorized to do so by the Board of Directors, which authority may be general or confined to specific instances. Facsimile signatures on checks may be used if authorized by the Board of Directors.

2. Fiscal Year. The Corporation shall determine its fiscal year from time to time by resolution of the Board of Directors.

3. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and shall keep at the principal office of the Corporation a record of the names and addresses of the members of the Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors at any reasonable time.

ARTICLE VI DISTRIBUTION OF ASSETS ON DISSOLUTION

Upon the dissolution of the Corporation, any and all assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of Cumberland County, or such other county in which the Corporation's principal office may be located upon the dissolution of the Corporation, exclusively for such purposes or to such organization or organizations, as said court shall determine.

ARTICLE VII CONFLICTS OF INTEREST

The Board of Directors and the officers of the Corporation shall take appropriate steps to ensure that none of the members of the Board of Directors or officers of the Corporation take any action that is inconsistent with the Corporation's Conflict of Interest Policy, a copy of which is attached hereto as Exhibit A.

ARTICLE VIII AMENDMENTS

These Bylaws may be amended, altered, or repealed, and new bylaws may be adopted, by the Board of Directors at any regular or special meeting, upon the affirmative vote of not less than two-third (2/3) of the members of the Board of Directors then in office. Except as specifically set forth herein, no provision of these Bylaws shall vest any property or contract right in any person.

EXHIBIT A

H.Y.P.E. LEADERSHIP ACADEMY, INC.

CONFLICTS OF INTEREST POLICY

ARTICLE I PURPOSE

The purpose of this Conflicts of Interest Policy is to protect the interests of the H.Y.P.E. Leadership Academy, Inc. (“**Corporation**”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

ARTICLE II DEFINITIONS

1. “**Interested Person.**” Any director or officer who has a direct or indirect financial interest, as defined below, is an interested person.

2. “**Financial Interest.**” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

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

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

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

3. “**Compensation**” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the board of directors decides that a conflict of interest exists.

ARTICLE III PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave

the board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

(a) If the board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

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

**ARTICLE IV
RECORDS OF PROCEEDINGS**

The minutes of the board of directors shall contain:

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

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

ARTICLE V COMPENSATION

A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director's compensation.

ARTICLE VI ACKNOWLEDGEMENT OF POLICY

Each director, officer and member shall sign a statement affirming that such person:

1. received a copy of this conflicts of interest policy;
2. has read and understands the policy;
3. agrees to comply with the policy; and
4. understands that the Corporation is charitable and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

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

1. Whether compensation arrangements and benefits, if they exist, are reasonable, based on competent survey information, and the result of arm's length bargaining, in accordance with applicable IRS regulations.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

Enrollment Projections Year 1 through Year 5

In the following tables, please list for each year and grade level, the numbers of students that the school reasonably expects. Please indicate any plans to increase the grade levels offered by the school over time and be sure these figures match the

The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any part

LEA #1: 470-Hoke

What percentage of students from t

LEA #2: 260-Cumberland

What percentage of students from t

LEA #3:

What percentage of students from t

Grade	Year 1			Year 2			
	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1
	470	260		470	260		470
Kindergarten	25	15		25	15		25
Grade 1	25	15		25	15		25
Grade 2	25	15		25	15		25
Grade 3	25	15		25	15		25
Grade 4	55	20		55	20		55
Grade 5	55	20		55	20		55
Grade 6				55	20		55
Grade 7							55
Grade 8							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
LEA Totals:	210	100	0	265	120	0	320

For the first two years the State will fund the school up to the maximum projected enrollment for each of those years as shown. In subsequent years, the school may increase its enrollment only as permitted by NCGS 115C-218.7(b).



ects to enroll. In addition,
ose on the initial cover page.

icular level.

he LEA selected above will qualify for EC funding?	10%
--	-----

he LEA selected above will qualify for EC funding?	10%
--	-----

he LEA selected above will qualify for EC funding?	
--	--

Year 3		Year 4			Year 5		
LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3
260		470	260		470	260	
15		28	12		25	15	
15		28	12		25	15	
15		28	12		25	15	
15		28	12		25	15	
20		55	20		55	20	
20		55	20		55	20	
20		55	20		55	20	
20		55	20		55	20	
		55	20		55	20	
					55	20	
140	0	387	148	0	430	180	0

et forth and approved in the projected enrollment tables. However, in

Budget: Revenue Projections from each LEA Year 1

State Funds: Charter schools receive an equivalent amount per student as the local education agency (LEA) receives per student receives from the State. Funding is based on the 1st month average daily membership.

In year 1: Base state allotments are determined by the LEA in which the student resides.

In year 2 and Beyond: Base State allotments are determined by the LEA in which the school is located.

Local Funds: Charter schools receive a per pupil share of the local current expense of the LEA in which the student resides.

State EC Funds: Charter schools receive a per pupil share of state funds per student with disabilities (school-aged 5 through 21). Funds are limited to 12.75% of the local education agency's average daily membership (ADM).

Federal EC Funds: Charter schools must qualify and apply for the individual federal grants based on their population of students.

REFER TO RESOURCE GUIDE FOR ADDITIONAL INFORMATION AND SOURCE DOCUMENTS

LEA #1:		470-Hoke		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$6,949.51	210	\$1,459,397.10	
Local Funds	\$663.00	210	\$139,230.00	
State EC Funds	\$5,275.72	21	\$110,790.12	
Federal EC Funds	\$1,514.35	21	\$31,801.35	
Total:			\$1,741,218.57	

LEA #2:		260-Cumberland		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$6,487.69	100	\$648,769.00	
Local Funds	\$1,702.03	100	\$170,203.00	
State EC Funds	\$5,153.58	10	\$51,535.80	
Federal EC Funds	\$1,514.35	10	\$15,143.50	
Total:			\$885,651.30	

LEA #3:				
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds				
Local Funds				
State EC Funds				
Federal EC Funds				
Total:			\$0.00	

Total Budget: Revenue Projections Year 1 through Year 5

All per pupil amounts are from the most current information and would be approximations for Year 1.

Federal funding is based upon the number of students enrolled who qualify. The applicant should use caution when relying year one to meet budgetary goals.

These revenue projection figures do NOT guarantee the charter school would receive this amount of funding in Year 1.

For local funding amounts, applicants will need to contact their local offices or LEA.

Income:	Year 1	Year 2	Year 3	Year 4
State ADM Funds	\$ 2,108,166	\$ 2,620,143	\$ 3,132,120	\$ 3,649,638
Local Per Pupil Funds	\$ 309,433	\$ 379,939	\$ 450,444	\$ 508,481
State EC Funds	\$ 162,326	\$ 201,650	\$ 240,973	\$ 280,443
Federal EC Funds	-	\$ 46,945	\$ 69,660	\$ 81,018
Other Funds*	\$ 79,431	\$ 96,385	\$ 115,162	\$ 133,938
Working Capital*	\$ 500,000			
TOTAL REVENUE:	\$ 3,159,356	\$ 3,345,061	\$ 4,008,359	\$ 4,653,519

*All budgets should balance indicating strong budgetary skills. Any negative fund balances will, more than likely, generate a those evaluating the application. If the applicant is depending on other funding sources or working capital to balance the op provide documentation such as signed statements from donors, foundations, bank documents, etc., on the commitment of t figures are loans, the repayment needs to be explained in the narrative and found within the budget projections.

Assurances are needed to confirm the commitment of these additional sources of revenue. Please include these as Append



on federal funding in

Year 5	
\$	4,156,074
\$	591,455
\$	319,620
\$	92,375
\$	152,715
\$	5,312,240

Additional questions by
creating budget, please
these funds. If these

dix M.

Personnel Budget: Expenditure Projections

Budget Expenditure Projections	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary
Administrative & Support Personnel															
Lead Administrator	1	\$ 74,000	\$ 74,000	1	\$ 78,000	\$ 78,000	1	\$ 82,000	\$ 82,000	1	\$ 86,000	\$ 86,000	1	\$ 90,000	\$ 90,000
Assistant Administrator	0	\$ -	\$ -	1	\$ 50,000	\$ 50,000	1	\$ 52,000	\$ 52,000	1	\$ 54,000	\$ 54,000	1	\$ 56,000	\$ 56,000
Finance Officer	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Clerical	1	\$ 26,000	\$ 26,000	1	\$ 27,000	\$ 27,000	1	\$ 28,000	\$ 28,000	1	\$ 29,000	\$ 29,000	2	\$ 30,000	\$ 60,000
Food Service Staff	1	\$ 32,000	\$ 32,000	1	\$ 34,000	\$ 34,000	1	\$ 36,000	\$ 36,000	1.5	\$ 37,000	\$ 55,500	1.5	\$ 40,000	\$ 60,000
Custodians	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Educational Coach	0	\$ -	\$ -	0	\$ -	\$ -	1	\$ 60,000	\$ 60,000	1	\$ 62,000	\$ 62,000	1	\$ 64,000	\$ 64,000
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Total Admin and Support:	3		\$ 132,000	4		\$ 189,000	5		\$ 258,000	5.5		\$ 286,500	6.5		\$ 330,000
Instructional Personnel															
Core Content Teacher(s)	14	\$ 44,000	\$ 616,000	17	\$ 46,000	\$ 782,000	20	\$ 47,000	\$ 940,000	23	\$ 48,000	\$ 1,104,000	26	\$ 49,000	\$ 1,274,000
Electives/Specialty Teacher(s)	3	\$ 40,000	\$ 120,000	4	\$ 41,000	\$ 164,000	5.5	\$ 42,000	\$ 231,000	6	\$ 43,000	\$ 258,000	6	\$ 44,000	\$ 264,000
Exceptional Children Teacher(s)	2	\$ 45,000	\$ 90,000	2	\$ 47,000	\$ 94,000	2	\$ 48,000	\$ 96,000	3	\$ 49,000	\$ 147,000	3	\$ 50,000	\$ 150,000
Instructional Support	1	\$ 45,000	\$ 45,000	2	\$ 47,000	\$ 94,000	2	\$ 48,000	\$ 96,000	3	\$ 49,000	\$ 147,000	3	\$ 50,000	\$ 150,000
Teacher Assistants	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Guidance Counselor	1	\$ 40,000	\$ 40,000	1	\$ 42,000	\$ 42,000	1	\$ 43,500	\$ 43,500	1	\$ 44,500	\$ 44,500	1	\$ 45,000	\$ 45,000
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Total Instructional Personnel:	21		\$ 911,000	26		\$ 1,176,000	30.5		\$ 1,406,500	36		\$ 1,700,500	39		\$ 1,883,000
Total Admin, Support and Instructional Personnel:	24		\$ 1,043,000	30		\$ 1,365,000	35.5		\$ 1,664,500	41.5		\$ 1,987,000.00	45.5		\$ 2,213,000

Benefits	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total
Administrative & Support Benefits															
Health Insurance	2	\$ 12,500	\$ 25,000	3	\$ 13,000	\$ 39,000	4	\$ 13,500	\$ 54,000	4	\$ 14,000	\$ 56,000	5	\$ 14,500	\$ 72,500
Retirement Plan--NC State	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Retirement Plan--Other	2	\$ 2,000	\$ 4,000	3	\$ 2,125	\$ 6,375	4	\$ 2,220	\$ 8,880	4	\$ 2,300	\$ 9,200	5	\$ 2,325	\$ 11,625
Social Security - Included in FICA	3	\$ -	\$ -	4	\$ -	\$ -	5	\$ -	\$ -	5.5	\$ -	\$ -	6.5	\$ -	\$ -
Unemployment	3	\$ 348	\$ 1,043	4	\$ 364	\$ 1,456	5	\$ 375	\$ 1,875	5.5	\$ 383	\$ 2,107	6.5	\$ 389	\$ 2,529
FICA	3	\$ 3,325	\$ 9,974	4	\$ 3,615	\$ 14,459	5	\$ 3,947	\$ 19,737	5.5	\$ 3,985	\$ 21,917	6.5	\$ 3,884	\$ 25,245
Life Insurance/Disability	3	\$ 652	\$ 1,956	4	\$ 683	\$ 2,730	5	\$ 703	\$ 3,517	5.5	\$ 718	\$ 3,950	6.5	\$ 730	\$ 4,742
Worker's Comp	3	\$ 217	\$ 652	4	\$ 228	\$ 910	5	\$ 234	\$ 1,172	5.5	\$ 239	\$ 1,317	6.5	\$ 243	\$ 1,581
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Total Admin and Support Benefits:			\$ 42,624			\$ 64,930			\$ 89,181			\$ 94,491			\$ 118,222
Instructional Personnel Benefits															
Health Insurance	20	\$ 12,500	\$ 250,000	25	\$ 13,000	\$ 325,000	30	\$ 13,500	\$ 405,000	36	\$ 14,000	\$ 504,000	39	\$ 14,500	\$ 565,500
Retirement Plan--NC State	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Retirement Plan--Other	20	\$ 2,000	\$ 40,000	25	\$ 2,125	\$ 53,125	30	\$ 2,220	\$ 66,600	36	\$ 2,300	\$ 82,800	39	\$ 2,325	\$ 90,675
Social Security - Included in FICA	21	\$ -	\$ -	26	\$ -	\$ -	30.5	\$ -	\$ -	36	\$ -	\$ -	39	\$ -	\$ -
Unemployment	21	\$ 348	\$ 7,301	26	\$ 364	\$ 9,464	30.5	\$ 375	\$ 11,441	36	\$ 383	\$ 13,789	39	\$ 389	\$ 15,175
FICA	21	\$ 3,325	\$ 69,816	26	\$ 3,481	\$ 90,500	30.5	\$ 3,587	\$ 109,400	36	\$ 3,663	\$ 131,860	39	\$ 3,721	\$ 145,110
Life Insurance/Disability	21	\$ 652	\$ 13,689	26	\$ 683	\$ 17,745	30.5	\$ 703	\$ 21,451	36	\$ 718	\$ 25,855	39	\$ 730	\$ 28,453
Worker's Comp	21	\$ 217	\$ 4,563	26	\$ 228	\$ 5,915	30.5	\$ 234	\$ 7,150	36	\$ 239	\$ 8,618	39	\$ 243	\$ 9,484
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Total Instructional Personnel Benefits:			\$ 385,369			\$ 501,749			\$ 621,042			\$ 766,923			\$ 854,397
Total Personnel Benefits:			\$ 427,994			\$ 566,678			\$ 710,223			\$ 861,413			\$ 972,619
Total Admin & Support Personnel (Salary & Benefits):	3		\$ 174,624	4		\$ 253,930	5		\$ 347,181	5.5		\$ 380,990.70	6.5		\$ 448,222
Total Instructional Personnel (Salary & Benefits):	21		\$ 1,296,369	26		\$ 1,677,749	30.5		\$ 2,027,542	36		\$ 2,467,423	39		\$ 2,737,397

TOTAL PERSONNEL:	24	\$	1,470,994	30	\$	1,931,678	35.5	\$	2,374,723	41.5	\$	2,848,413	45.5	\$	3,185,619
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*The personnel list below may be amended to meet the staffing of individual charter schools: This list should align with the projected staff located in the Operations Plan.

Operations Budget: Expenditure Projections

The following list of expenditure items is presented as an example. Applicants should modify to meet their needs.

OPERATIONS BUDGET: Administrative and Support			
	Year 1	Year 2	Year 3
Office			
Admin Professional Development	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Mail Services/ Postage	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
School Copier Lease/printing/binding	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Office Supplies	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Paper Supplies	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Office Equipment	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Membership Dues/Fees	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Travel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Management Company			
Contract Fees	\$257,992.50	\$320,173.11	\$382,353.72
5 Year - 8% Interest Loan for Startup	\$ -	\$ -	\$ 126,220.00
Professional Contract			
School Legal Counsel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
School Annual Audit	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
School Advertising/Marketing	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
School Board/Staff Background Checks	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Facilities			
Facility Lease/Mortgage	\$265,935.90	\$330,008.97	\$394,082.04
Building Repairs & Maintenance	\$15,000.00	\$20,000.00	\$25,000.00
Security & Alarm	\$5,000.00	\$5,000.00	\$5,000.00
Cleaning & Extermination	\$54,000.00	\$64,000.00	\$64,000.00
Insurance (pg19)	\$41,515.00	\$41,515.00	\$41,515.00
Janitorial Supplies	\$15,000.00	\$17,000.00	\$19,000.00
Utilities			
Telephone	\$ 5,000.00	\$ 5,500.00	\$ 6,000.00
Water/Sewer	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00
Waste Trash	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00
Security & Alarm	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Web Site Maintenance	\$ 600.00	\$ 600.00	\$ 600.00
Gas	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00
Electric	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Transportation			
Buses	\$ -	\$ -	\$ -
Gas	\$ -	\$ -	\$ -
Oil/Tires & Maintenance	\$ -	\$ -	\$ -
Contractred Services	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00

Other			
Child nutrition	\$ 60,000.00	\$ 75,000.00	\$ 95,000.00
Travel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Bank Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Nutrition Supplies/Materials/Equipment	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
Total Administrative & Support Operations:	\$ 832,043.40	\$ 1,005,797.08	\$ 1,304,770.76

OPERATIONS BUDGET:			
Instructional	Year 1	Year 2	Year 3
General Curriculum			
Stipends	\$ 2,000.00	\$ 2,600.00	\$ 3,000.00
Specials Supplies	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00
Teaching Supplies	\$ 10,000.00	\$ 13,500.00	\$ 15,000.00
Classroom Furniture	\$ 250,000.00	\$ -	\$ 30,000.00
Textbooks/Educational Materials	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00
Teacher incentives/bonuses/gifts	\$ 8,000.00	\$ 10,000.00	\$ 12,000.00
Purchased Substitute Teachers	\$ 15,750.00	\$ 20,250.00	\$ 22,500.00
Student Uniforms	\$ 500.00	\$ 1,000.00	\$ 1,500.00
Student Awards and Incentives	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Student Activities/Performances/Assemblies	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Student Field Trips	\$ 500.00	\$ 1,000.00	\$ 1,500.00
Membership/Dues and Fees	\$ 15,550.00	\$ 10,000.00	\$ 10,000.00
Support Services - EC/Title I			
Contracted EC Speech Pathologist	\$ 10,000.00	\$ 12,500.00	\$ 15,000.00
Contracted EC Occupational Therapist	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00
Contracted EC School Psychologist	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
EC Professional Development	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
EC Teaching Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Intervention Teaching Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
MTSS - Professional Development	\$ 1,000.00	\$ 2,500.00	\$ 3,000.00
Guidance Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Tech and Supplies			
Parent Communication Plan	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Student Testing Systems/Materials	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Tech Maint/Network	\$ 20,000.00	\$ 23,500.00	\$ 28,000.00
Tech/Instructional Equipment	\$ 250,000.00	\$ 30,000.00	\$ 45,000.00
Total Instructional Operations:	\$ 702,800.00	\$ 228,850.00	\$ 291,000.00
TOTAL OPERATIONS:	\$ 1,534,843.40	\$ 1,234,647.08	\$ 1,595,770.76

**Applicants may amend this table and the position titles to fit their Education and Operations Plans.*

Year 4	Year 5
\$ 2,500.00	\$ 2,500.00
\$ 1,500.00	\$ 1,500.00
\$ 5,000.00	\$ 5,000.00
\$ 8,000.00	\$ 9,000.00
\$ 8,000.00	\$ 9,000.00
\$ 2,000.00	\$ 2,000.00
\$ 2,500.00	\$ 3,000.00
\$ 1,000.00	\$ 1,000.00
\$443,856.33	\$506,714.93
\$ 126,220.00	\$ 126,220.00
\$ 1,000.00	\$ 1,000.00
\$ 12,000.00	\$ 12,000.00
\$ 15,000.00	\$ 15,000.00
\$ 1,000.00	\$ 1,000.00
\$457,393.19	\$522,228.18
\$30,000.00	\$35,000.00
\$5,000.00	\$5,000.00
\$64,000.00	\$64,000.00
\$41,515.00	\$41,515.00
\$21,000.00	\$23,000.00
\$ 6,500.00	\$ 7,000.00
\$ 5,500.00	\$ 6,000.00
\$ 5,500.00	\$ 6,000.00
\$ 5,000.00	\$ 5,000.00
\$ 600.00	\$ 600.00
\$ 4,500.00	\$ 5,000.00
\$ 45,000.00	\$ 50,000.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 35,000.00	\$ 35,000.00

\$ 110,000.00	\$ 120,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,469,084.52	\$ 1,623,278.11

Year 4		Year 5	
\$	3,600.00	\$	4,000.00
\$	5,000.00	\$	5,000.00
\$	18,000.00	\$	20,500.00
\$	30,000.00	\$	30,000.00
\$	60,000.00	\$	60,000.00
\$	14,000.00	\$	16,000.00
\$	27,000.00	\$	30,000.00
\$	2,000.00	\$	2,500.00
\$	2,500.00	\$	3,000.00
\$	2,500.00	\$	3,000.00
\$	2,000.00	\$	2,500.00
\$	10,000.00	\$	10,000.00
\$	17,500.00	\$	20,000.00
\$	4,000.00	\$	4,500.00
\$	2,000.00	\$	2,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	3,000.00	\$	3,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	15,000.00	\$	15,000.00
\$	32,250.00	\$	36,750.00
\$	60,000.00	\$	60,000.00
\$	315,350.00	\$	332,750.00
\$	1,784,434.52	\$	1,956,028.11

Overall Budget

SUMMARY	Logic	Year 1	Year 2	Year 3	Year 4	Year 5
Total Personnel	J	\$ 1,470,993.50	\$ 1,931,678.00	\$ 2,374,722.85	\$ 2,848,413.44	\$ 3,185,618.57
Total Operations	M	\$ 1,534,843.40	\$ 1,234,647.08	\$ 1,595,770.76	\$ 1,784,434.52	\$ 1,956,028.11
Total Expenditures	N = J + M	\$ 3,005,836.90	\$ 3,166,325.08	\$ 3,970,493.60	\$ 4,632,847.96	\$ 5,141,646.68
Total Revenue	Z	\$ 3,159,356.02	\$ 3,345,060.94	\$ 4,008,359.26	\$ 4,653,519.00	\$ 5,312,239.65
Surplus / (Deficit)	= Z - N	\$ 153,519.12	\$ 178,735.86	\$ 37,865.66	\$ 20,671.04	\$ 170,592.97



April 27, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and Abundant Life Ministries International

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and Abundant Life Ministries International is intended to express interest between both parties in future partnerships to include but not limited to health and wellness programming for students, student internships, student volunteer opportunities, and other activities designed to enrich both organizations community outreach and educational impact.

This MOU is an expression of interest between H.Y.P.E. Leadership Academy and Abundant Life Ministries International to partner in the areas described above, but it does not serve as a formal agreement between the two parties.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, H.Y.P.E. Leadership Academy

Date:

Sign: _____

Name: Chris Parker

Title: Presiding Bishop, Abundant Life Ministries International

Date:

NC Department of Public Instruction/School Nutrition Services
**Request for Proposal (RFP) and Contract for Catering Services in the
 National School Lunch and/or Breakfast Program(s)**

Date Issued: XX/XX/XXXX

Description: **H.Y.P.E. Leadership Academy** is seeking Caterers to provide lunch and /or breakfast meals for the 20__-20__ school year. We are currently soliciting competitive proposals and wish to invite your company to submit a proposal. The attached Request for Proposal will also serve as the official Contract once the Contract is successfully executed. The RFP/Contract provides a detailed description of our lunch and/or breakfast program and services that we require, along with Contract terms and conditions, nutrition requirements and a sample four-week cycle menu.

It is important to note the Caterer/Contractor is responsible for any reclaims that may result from a Federal and/or State review resulting from inadequate portion sizes, missing meal components, missing or incomplete production records, standardized recipes, or the absence of any other supporting documentation required under program regulations. Therefore, it is critical that all meals provided include all meal components in the exact portion size. In the event of a reclaim, the SFA will present an invoice to the Caterer/Contractor requiring payment for disallowed meals. Please note that if the Caterer/Contractor adheres to the specific terms and conditions of the Contract, there is minimum risk of a reclaim. It is the responsibility of the SFA to monitor the contract to ensure the terms and conditions are adhered to by all parties (SFA and Caterer/Contractor).

Date Proposal Opens: XX/XX/XXXX

Time Proposal Opens: 7:30am

Proposal Procedure

Submit each Proposal with original signatures and the complete RFP along with the accompanying proposal documents. The Caterer shall complete the attached Proposal/Contract document, indicating the proposed portion sizes and component contribution for each menu item, meeting the USDA meal pattern requirements and indicating the price per meal.

Submit TWO (2) original copies in a SEALED envelope. The sealed package shall be labeled as follows:

<p>H.Y.P.E. Leadership Academy SCHOOL NUTRITION PROGRAM Request for Proposal/Contract 0 Fayetteville Rd Raeford, NC 28376</p>	
Name of Company	

Person authorized to sign the Proposal/Contract	
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The Proposals/Contracts received will be reviewed for responsiveness by members of **H.Y.P.E. Leadership Academy** Proposal/Contract Evaluation Team. Please review the Proposal/Contract terms and conditions carefully. When the document is signed by the school administration it becomes the official Contract. Please feel free to call **Joe Salisbury** at (734) 624-2897 if you have any questions.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED.

Special Conditions/Required procedures:

- Monthly menus will be submitted to **H.Y.P.E. Leadership Academy** no later than the **15th** of each month, for menus proposed for the following month.
- Monthly/Daily orders will be provided to the Caterer by **H.Y.P.E. Leadership Academy** no later than **8:00am** prior to the first day of service.
- All food is to be delivered in a **hot holding** or **cold holding** unit that will maintain food temperature in the safe zones until served at these times:
Breakfast: 07:30 a.m. – 08:15 a.m. Lunch 11:00 a.m. – 1:00 p.m.
- Caterer/Contractor completes and delivers to **H.Y.P.E. Leadership Academy** each day, the Daily Meal Production Plan or Delivery Ticket (a form required by the NCDPI). **H.Y.P.E. Leadership Academy** will provide for Caterer the form to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer/Contractor also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer/Contractor certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them, and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is a Caterer whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. If the caterer receives a discount, rebate, allowance, or incentive from any supplier, the caterer must disclose and return to the SFA the full

amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA.

H.Y.P.E. Leadership Academy reserves the right to reject any, and all, Proposals and to cancel this solicitation if it is in the best interest of the SFA. H.Y.P.E. Leadership Academy shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Caterer’s response to this solicitation.

No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions

If any or all parts of the Caterer’s Proposal are accepted by H.Y.P.E. Leadership Academy, an authorized representative of H.Y.P.E. Leadership Academy shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between H.Y.P.E. Leadership Academy and the Caterer.

H.Y.P.E. Leadership Academy (SFA)
School Nutrition Services
Request for Proposal/Contract

I. PURPOSE AND AUTHORITY

This Contract, dated _____, between H.Y.P.E. Leadership Academy, hereinafter referred to as the SFA, and the {INERT NAME of the SERVICE PROVIDER}, hereinafter referred to as the Caterer, authorizes that the Caterer shall provide meals to the school, in accordance with applicable regulations for the Federally-assisted USDA School Nutrition Program(s) referred to below, for the period, not to exceed one year, from July 1st, 20__ through June 30th, 20__. The Contract may be renewed on an annual basis for a four-year period from the date the first Contract was signed. ***If renewed for additional years, a contract amendment will be mutually agreed upon by both parties and approved, prior to signature of both parties, by the Zone Operations and Management Consultant assigned to the Zone.***

The Caterer will provide meals to the following school location(s):

H.Y.P.E. Leadership Academy, 0 Fayetteville Rd, Raeford, NC 28376

Federal Regulations for USDA School Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

II. MEALS

A. The Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Breakfast and Lunch

B. The Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

All Condiments
Eating Utensils
Paper Products - including 5 compartment trays
Milk

C. The Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract, for the following Federally-assisted School Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals – National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Special Milk Program). If more than one site, indicate any differences between sites.) The Caterer agrees to use the USDA Food Buying Guide, CN Labels, manufacturer's specifications, or Product Formulation Statements to determine that adequate amounts of foods are provided to meet the serving sizes required by the meal pattern:

National School Lunch Program
School Breakfast Program

The SFA has provided at least four weeks of menus for the Caterer *that indicates specific foods/portions* that are to be included in each meal or snack. The Caterer has agreed to provide the foods shown on the menus, in the required portion size. The menu is attached as *Attachment B (lunch)* and *Attachment D (breakfast)* to this Contract and will become part of the Contract. **Any change in the menu, including any substitution of one food for another similar food, must be approved, in writing, in advance, by the SFA.**

The meal pattern for the National School Lunch Program is attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

D. The Caterer will prepare meals for the school in the following manner:

(Describe whether Caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

The Caterer will provide meals produced in a USDA inspected facility. The meals will be delivered, along with the written instructions regarding cooking. CN Labels also preferred.

E. If applicable, the Caterer will utilize any USDA Foods made available by the SFA to the maximum extent possible and solely for providing benefits for the school's School Nutrition Program.

III. ORDERING AND DELIVERY

A. The SFA will notify the Caterer weekly in advance of the number of meals needed, as described:

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Orders will be submitted weekly or monthly and adjustments can be made to the orders up to 48 hours in advance of delivery

B. The Caterer will deliver meals as described:

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that the School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

Meal components can be delivered in a combination of frozen, fresh, or dry.

C. Responsibility for transport containers will be as described:

(Indicate whether the Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

The caterer is responsible to clean the transport container/truck.

IV. MEAL PRICES AND BILLING

A. The SFA will pay the following prices for meals:

TO BE COMPLETED BY CATERER: *Caterer must indicate price for each meal type (breakfast, lunch, snack, adult) provided by the Caterer. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.) (Note: if adult meals will be provided by the Caterer, these meals must be invoiced separately from those meals/snacks prepared for children/students.)*

B. The Caterer will invoice the SFA as described:

TO BE COMPLETED BY CATERER: *Caterer must indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)*

V. ADDITIONAL PROVISIONS MUTUALLY AGREED UPON BY THE SCHOOL FOOD AUTHORITY AND THE CATERER

The SFA is responsible for producing a nutrient analysis of meals offered to students, using USDA-approved nutrient analysis software, annually and during reviews conducted by the State Agency. The SFA may wish to negotiate with the Caterer to provide the nutrient analyses, including the Meal Component and Quantity Worksheets. Planned menus for breakfast and lunch must include all required components and meet specified calorie ranges, targets for sodium and saturated fat, and must exclude all Trans-fat.

Please select one:

Caterer will provide the nutrient analysis and Meal Component and Quantity Worksheets.

Caterer will not provide the nutrient analysis and Meal Component and Quantity Worksheets.

Other special provisions:

Caterer is willing to be present for USDA and state technical reviews, when asked, as well as aiding in maintaining compliance with USDA School Nutrition program guidelines. Also must complete routine maintenance on Walk-In Freezer

VI. SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will:

- A. Retain control of the quality, extent, and general nature of the School Nutrition Program, including counting and claiming meals, and ordering and accounting for USDA Foods.
- B. Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.
- C. Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.
- D. Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.

- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.
- G. Review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering Contract documents.
- I. Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.
- J. Monitor catered meals to ensure the preparation and service of food is in conformance with program regulations.
- K. Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.
- L. Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

VII. HEALTH AND SANITATION

Non-permitted food establishments cannot prepare food on site. A Food Establishment Permit is required when open or unpackaged food is prepared on site or served by anyone other than food employees of the contracted food establishment providing the catering services.

- A. The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an “A” Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an “A” Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an “A”. If the “A” Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter into an emergency Contract with another Caterer.

- C. All food must arrive at the school site at the temperatures safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher and all cold foods at temperatures of 41 degrees F (41F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.
- D. The SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer’s preparation and storage facilities and transporting vehicles, without notice any time.
- E. The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students.

VIII. RECORDKEEPING

- A. The Caterer agrees to maintain full and accurate records, which the SFA must keep in order to meet its accountability records for claiming Federal meal reimbursement funds. Required records include: 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer’s specification sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.
- B. The Caterer shall submit at the end of each month, copies of the month’s menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.
- C. The Caterer agrees that a SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.

- D. The Caterer agrees that all records (including but not limited to those records listed in Item A above) pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.
- E. The Caterer agrees **to provide a copy of a current license to do business** in North Carolina. This copy shall be attached to the Contract.
- F. The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NCDPI upon request. The SFA reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

IX. ADDITIONAL CATERER RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally-Assisted School Nutrition Programs. The Caterer will:

- A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program
- B. Not offer A la Carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- C. Abide with the Buy American provision which requires SFAs to purchase, to the maximum extent practicable, domestic commodities or products for use in their School Nutrition Programs. Domestic products are those that are produced in the United States and a food product that is processed in the United States substantially (51 percent or more) from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA. Any non-domestic food product used in the SFA's School Nutrition Program must be documented to the satisfaction of the School Nutrition Director and the use of all non-domestic foods must receive prior written approval from the School Nutrition Director.

- D. Comply with the following as applicable, incorporated into the Contract by reference:
1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
 3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
 4. The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
 5. Abide with Iran Divestment Act as established by the NC General Assembly.

X. CANCELLATION

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer delivering any product(s) that fail to meet the specifications included in this Contract;
- (3) the Caterer delivering any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and
- (6) the Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, the SFA reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the SFA, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

XI. CATERER CERTIFICATION STATEMENTS

- A. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.
- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

Please insert the approximate number of meals you are requesting the Caterer provide each day:

Approximate enrollment:	315 (ADM)
Approximate volume for lunch:	85 to 105 students daily
Approximate volume for breakfast:	75 to 95 students daily

(These numbers are estimates only and do not guarantee that number will be ordered.)

Lunch Meal Pattern

Amount of Food per Week (Minimum per Day) for Lunch

Meal Pattern	Grades K-5	Grades 6-8 or K-8	Grades 9 – 12
Fruit (cups)	2 ½ cups (1/2 cup minimum per day)	2 ½ cups (1/2 cup minimum per day)	5 cups (1 cup minimum per day)
Vegetables (cups)	3 ¾ cups (3/4 cup minimum per day)	3 ¾ cups (3/4 cup minimum per day)	5 cups (1 cup minimum per day)
Dark Green	½ cup	½ cup	½ cup
Red/Orange	¾ cup	¾ cup	1 ¼ cups
Legumes	½ cup	½ cup	½ cup
Starchy Vegetables	½ cup	½ cup	½ cup
Other Vegetables	½ cup	½ cup	¾ cup
Additional Vegetables to Reach Total	1 cup	1 cup	1 ½ cups
Grains (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	8 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Meats/Meat Alternates (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	9 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

- All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
- A daily serving of fruit is required. Fruits may be fresh, frozen, canned in water/ juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit. No more than half of the fruit offerings may be in the form of fruit juice. All juice must be 100% full strength juice. One-eighth cup of fruit is the minimum creditable amount. Fresh fruits should be offered at least 2-3 times per week.
- Vegetable sub-groups must be offered weekly in the amount specified in the chart above. One cup of leafy greens counts as ½ cup of vegetables. No more than half of the vegetable offerings may be in the form of vegetable juice. All juice must be 100% full strength juice. One eighth cup of vegetables is the minimum creditable amount. “Additional Vegetables” may be added from any of the subgroups to meet the total weekly required servings.

4. All grains offered must be whole grain rich, unless the SFA has an approved WG-rich waiver from the SA. Grains include, but are not limited to, breads, rolls, buns, rice, pasta, crackers, tortillas, and breadings on entrees.
5. Fluid milk must be low-fat (unflavored 1% milk fat or less) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
6. Lunch must be priced as a unit in order to be claimed for reimbursement.
7. The Offer vs Serve (OVS) provision at Lunch is required for high schools, but is optional for elementary and middle schools. Under OVS at lunch, students may decline up to 2 of the 5 components offered, but are required to select a minimum of ½ cup serving of fruit or vegetable to be a reimbursable meal. The Caterer must offer the full component amounts to meet the meal pattern for each grade group. Without OVS, students must select full planned servings of all 5 components.
8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks nutrition standards.
9. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional lunch meal pattern for grades K-8 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.
10. Nutrition analyses, using USDA approved software, will document that all program meals are planned and served to meet the meal pattern requirements and dietary specifications for the duration of the Contract. The Contract will specify either the Caterer or the SFA will be responsible for completing the nutrient analysis and the Meal Component and Quantity Worksheets.
11. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside of each item AND indicate the component contribution beside each item, using the following key:

M/MA – meat/meat alternative; **V** – vegetable; **F** – fruit; **G** – bread/grain; **M** – milk.

*Refer to the Lunch meal pattern chart above for components and serving sizes required for each specific grade group. An additional daily fruit choice may be added for grades 9-12

This lunch menu **MUST** be served as written until the SFA approves any changes in writing and must include the specific component contribution and portion size.

<p>1 Chicken Filet Sandwich on a Whole Wheat Bun</p> <p>Mixed Vegetables Seasoned Broccoli Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>	<p>2 Cheeseburger on a Whole Wheat Bun</p> <p>Baked French Fries Baby Carrots/Dressing Pineapple Tidbits</p> <p>Low fat or skim milk</p>	<p>3 Baked Beefaroni with Cheese & Whole Wheat Dinner Roll</p> <p>Romaine Garden Salad with Diced Tomatoes Normandy Blend Veg Apple Quick Crisp</p> <p>Low fat or skim milk</p>	<p>4 Taco Supreme w/ Lettuce, Tomato, Shredded Cheese</p> <p>Glazed Carrots Mexican Pinto Beans Fresh Apple</p> <p>Low fat or skim milk</p>	<p>5 Tuna Salad on Lettuce & Crackers</p> <p>Seasoned Collard Greens Peas & Carrots Fresh Orange Wedges</p> <p>Low fat or skim milk</p>
<p>8 Meatball Sub Sandwich</p> <p>Golden Corn California Mix Veg Chilled Tropical Fruit</p> <p>Low fat or skim milk</p>	<p>9 Baked Chicken with Wheat Roll</p> <p>Turnip Greens Sweet Potato Souffle Cinnamon Apples</p> <p>Low fat or skim milk</p>	<p>10 Turkey and Cheese Sandwich</p> <p>Seasoned Green Beans Cauliflower/Cheese Sauce Chilled Peaches</p> <p>Low fat or skim milk</p>	<p>11 Hot Dog on a Whole Wheat Bun</p> <p>Bkd Sweet Potato Fries Baked Beans Fresh Banana</p> <p>Low fat or skim milk</p>	<p>12 Baked Chicken Tenders & WW roll</p> <p>Garden Salad w Grape Tomatoes & Dressing Blackeyed Peas/Snaps Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>
<p>15 Cheeseburger on a Whole Wheat Bun</p> <p>Oven Potato Wedges Cucumber/Tomato Salad Applesauce</p> <p>Low fat or skim milk</p>	<p>16 Ham and Cheese Hoagie</p> <p>Seasoned Spinach Golden Corn Chilled Pears</p> <p>Low fat or skim milk</p>	<p>17 Cheese Quesadillas</p> <p>Brown Rice Glazed Carrots Pinto Beans Chilled Pineapple</p> <p>Low fat or skim milk</p>	<p>18 Baked Spaghetti</p> <p>Seasoned Broccoli Lima Beans Peach Quick Crisp</p> <p>Low fat or skim milk</p>	<p>19 Sloppy Joe on a Whole Wheat Bun</p> <p>Garden Salad w/Dressing Seasoned Green Beans Fresh Orange Wedges</p> <p>Low fat or skim milk</p>

<p>22 Chicken Sandwich on a Whole Wheat Bun</p> <p>Baby Carrots/Dressing Mixed Vegetables Chilled Pears</p> <p>Low fat or skim milk</p>	<p>23 Hot Dog on a Whole Wheat Bun</p> <p>Baked French Fries Baked Beans Cherry Crisp</p> <p>Low fat or skim milk</p>	<p>24 Macaroni & Cheese & Whole Wheat Roll</p> <p>Seasoned Peas & Carrots Seasoned Turnip Greens Fresh Apple</p> <p>Low fat or skim milk</p>	<p>25 Baked Corn Dog (WG)</p> <p>Fiesta Brown Rice Black Beans/Corn Crispy Coleslaw Chilled Applesauce</p> <p>Low fat or skim milk</p>	<p>26 Baked Chicken Nuggets with Whole Grain Roll</p> <p>Baked Sweet Potato Fries Garden Salad/Dressing Fresh Banana</p> <p>Low fat or skim milk</p>
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Delete this section if the SFA will not be serving breakfast and is therefore not asking for breakfast pricing in the RFP

Breakfast Meal Pattern

Amount of food per week (Minimum per day) for Breakfast

Food Group	Grades K – 5	Grades 6 – 8	Grades 9 – 12	Grades K – 12
Fruits (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)
Grains (oz. equivalent) and Meat/Meat Alternate*	7 ounces minimum for week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	8 ounces minimum for week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

1. The minimum creditable serving of fruit and vegetables is 1/8 cup. One quarter-cup of dried fruit credits as 1/2 cup of fruit; 1 cup of leafy greens credits as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full strength juice.
2. For breakfast meal service, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “other vegetables” subgroups.
3. All grains offered must be whole grain-rich, unless the SFA has been approved for a WG-rich waiver. These include, but are not limited to, breads, biscuits, rolls, crackers, and cereals.
4. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
5. At breakfast, the full component amounts that meet the breakfast meal pattern(s) being used must be offered. Offer v Serve (OVS) is optional at Breakfast for all grade levels. Without OVS, students must select full planned servings of all 4 items (from the 3 component groups and 1 full cup of fruit/vegetable is to be served). With OVS, students may decline 1 of the 4 items offered; however, students are required to take full planned servings of 3 items, including a minimum of 1/2 cup fruit or vegetable for a reimbursable meal.
6. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of menu items offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by

the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks standards.

7. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional breakfast meal pattern for grades K-12 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student preferences and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.

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The SFA must add a breakfast menu here if they want the Caterer to submit proposal on breakfast service. The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee.

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside each item AND indicate the component contribution beside of each item using the following key:

F – fruit; G – bread/grain; M – milk.

**Refer to the Breakfast meal pattern chart above for components and serving sizes required for each specific grade group.*

This breakfast menu MUST be served as written until the SFA approves any changes in writing.

<p>1 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal (WG) w/ String Cheese Raisins 100% Orange Juice Low fat or skim milk</p>	<p>2 Whole Grain Breakfast Pita with Tomato Salsa OR Assorted Cereal (WG) w/ Whole Wheat toast 100% Apple Juice Peach Cup Low fat or skim milk</p>	<p>3 Cinnamon Crunchmania OR Yogurt w/ Graham Crackers (WG) 100% Apple Juice Fresh Orange wedges Low fat or skim milk</p>	<p>4 Whole Grain Breakfast Pizza OR Assorted Cereal w/ WG Bagel/Cream Cheese Banana 100% Orange Juice Low fat or skim milk</p>	<p>5 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ Cheese Cubes 100% Orange Juice Canned Mixed Fruit Low fat or skim milk</p>
<p>8 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal (WG) w/ Whole Wheat Bagel 100% Apple Juice Grapes Low fat or skim milk</p>	<p>9 Whole Grain Breakfast Pizza OR Oatmeal w/ Raisin Whole Wheat Toast 100% Apple Juice Diced Canned Pears Low fat or skim milk</p>	<p>10 Whole Grain Waffles w/ syrup OR Cereal Bar (WG) w/ String Cheese 100% Orange Juice Banana Low fat or skim milk</p>	<p>11 Whole Grain Breakfast Bagel w/ Cream Cheese OR Assorted Cereal (WG) w/ WW Toast Peach Cup 100% Orange Juice Low fat or skim milk</p>	<p>12 Whole Grain Mini Pancakes OR Assorted Cereal (WG) w/ String Cheese 100% Apple Juice Fresh orange wedges Low fat or skim milk</p>
<p>15 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal w/ Graham Crackers Banana 100% Orange Juice Low fat or skim milk</p>	<p>16 Whole Grain Breakfast Pizza OR Grits w/ WG Blueberry muffin 100 % Apple Juice Pineapple Chunks Low fat or skim milk</p>	<p>17 Cinnamon Crunchmania (WG) OR Assorted Cereal (WG) w/ Whole Grain Pop tart 100% Orange Juice Rosy Applesauce Low fat or skim milk</p>	<p>18 Ham Biscuit (WG) OR Assorted Cereal(WG) w/ Whole Wheat Bagel 100% Apple Juice Fresh Orange Low fat or skim milk</p>	<p>19 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ String Cheese 100% Orange Juice Raisins Low fat or skim milk</p>

<p>22 Whole Grain Pancake on a stick w/ Syrup OR Yogurt w/ Animal Crackers 100% Apple Juice Diced Pears Low fat or skim milk</p>	<p>23 Whole Grain Breakfast Pizza OR Cereal Bar w/ String Cheese Canned Mixed Fruit 100% Orange Juice Low fat or skim milk</p>	<p>24 Whole Grain Waffles w/ syrup OR Oatmeal w/ Whole Wheat bagel 100% Apple Juice Banana Low fat or skim milk</p>	<p>25 Whole Grain Breakfast Bagel w/Peanut butter OR Assorted Cereal w/ String Cheese 100% Orange Juice Apple Slices Low fat or skim milk</p>	<p>26 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal w/ Whole Grain Muffin 100% Apple Juice Canned Tropical Fruit Low fat or skim milk</p>
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Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority *(Name of School)*

SFA Number

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

On Behalf of the Catering Company Submitting the Proposal:

Catering Company *(Insert legal name of company)*

Catering Company Address

Responsible Authority Printed Name
(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Breakfast/Lunch school meals for the students of H.Y.P.E. Leadership Academy Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the proposal opening. The SFA

reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the proposal, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this RFP, please note it as part of your proposal response.

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the offeror's response.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above.

Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Proposal Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the proposal response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a proposal, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

E. Certification

1. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2. Contracts Exceeding Simplified Acquisition Threshold

For contracts for more than the simplified acquisition threshold currently set at \$150,000, (or less depending upon local policy – replace the \$150,000 with the actual amount approved locally), in the event of the selected caterer's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected caterer and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200 Appendix II(A)]

3. Davis-Bacon Act

The selected caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

4. Rights to Inventions

The caterer shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a time-frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

F. Proposal Evaluation and Award

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, "all or nothing" proposals are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

G. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

H. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

I. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Proposal Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

J. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

K. Records Retention Requirements

By signing this proposal, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; School Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

L. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA, the vendor's failure to meet the required delivery schedules as identified in
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

M. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or

flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

N. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Cumberland County, North Carolina.

O. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

P. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Q. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

R. Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

S. Assurance of Non-Collusion

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

T. Assurances regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any

- insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

U. Proposal Acceptance

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

V. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

W. Questions Regarding Request for Proposal

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376
(734) 624-2897

DRAFT

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Historically Underutilized Business (HUB) Certification

Companies submitting proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Proposal.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

Date

DRAFT

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS
Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

(PLACE THIS FORM ON SFA Letterhead)

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

H.Y.P.E. Leadership Academy

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name of Caterer/Contractor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

Certification of Compliance with the Iran Divestment Act

Name of Caterer/Contractor: _____

Assures compliance with the IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59 (see https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran_Final_Divestment_List.pdf)

As of the date listed below, the Caterer/Contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. (Note: The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer’s website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.)

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date: _____

Printed Name Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

The Iran Divestment Act of 2015 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6_E.pdf **The Act’s requirements use the term “State agency.” G.S. 147-86.57(7) provides that

in the Act, the term “State agency” includes not only State departments, boards, commissions, executive departments, officers and institutions, but also “any political subdivision of the State” such as a Local Government Unit.

CRITERIA FOR SELECTION OF CATERER FOR PROVIDING MEALS SERVICE

The criteria for evaluation of proposals shall be as follows:

- A. The price per meal - Lowest price per meal that meets provisions in the Request for Proposal AND that meets the meal pattern requirements and USDA regulatory provisions for meals served as part of the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or After-School Snack Program (ASSP). Maximum fifty (50) points.
- B. Meal pattern and all menus submitted meet the applicable meal pattern per USDA regulations, including designation of the component contribution and portion size. Caterer demonstrates the ability to comply with USDA regulations in meeting meal pattern and menu compliance. Maximum of thirty (30) points.
- C. Proposal Responsiveness and compliance with submitting all requested documentation, including menus, product specifications, recipes, health inspection, business license and other required documents. Maximum ten (10) points.
- D. Additional Services - Caterer will supply all eating utensils, paper products, condiments; Caterer will provide adult meals, extra milk and additional food items for students and staff. Caterer will complete and submit nutrient analysis (as applicable). Maximum of ten (10) points.

EVALUATION SCORE SHEET*

Name of Catering Company: _____

Evaluation Criteria	Maximum Score	Catering Company Score
A. Price Per Meal	50	
B. Must be a company with a valid license and comply with all applicable laws and regulations. Must be a company with a valid license and comply with all applicable laws and regulations.	30	
C. Must be a company with a valid license and comply with all applicable laws and regulations. Must be a company with a valid license and comply with all applicable laws and regulations.	10	
*D Additional Services	10	
Total	100	

I certify that I have read the guidance, reviewed the potential Contractor's proposal and completed a checklist for each proposal.

Evaluator: _____
Signature

Date

****Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist with contract requirements must be completed by each member to use when reviewing each Catering Company's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.***

NC Department of Public Instruction/School Nutrition Services
**Request for Proposal (RFP) and Contract for Catering Services in the
 National School Lunch and/or Breakfast Program(s)**

Date Issued: XX/XX/XXXX

Description: **H.Y.P.E. Leadership Academy** is seeking Caterers to provide lunch and /or breakfast meals for the 20__-20__ school year. We are currently soliciting competitive proposals and wish to invite your company to submit a proposal. The attached Request for Proposal will also serve as the official Contract once the Contract is successfully executed. The RFP/Contract provides a detailed description of our lunch and/or breakfast program and services that we require, along with Contract terms and conditions, nutrition requirements and a sample four-week cycle menu.

It is important to note the Caterer/Contractor is responsible for any reclaims that may result from a Federal and/or State review resulting from inadequate portion sizes, missing meal components, missing or incomplete production records, standardized recipes, or the absence of any other supporting documentation required under program regulations. Therefore, it is critical that all meals provided include all meal components in the exact portion size. In the event of a reclaim, the SFA will present an invoice to the Caterer/Contractor requiring payment for disallowed meals. Please note that if the Caterer/Contractor adheres to the specific terms and conditions of the Contract, there is minimum risk of a reclaim. It is the responsibility of the SFA to monitor the contract to ensure the terms and conditions are adhered to by all parties (SFA and Caterer/Contractor).

Date Proposal Opens: XX/XX/XXXX

Time Proposal Opens: 7:30am

Proposal Procedure

Submit each Proposal with original signatures and the complete RFP along with the accompanying proposal documents. The Caterer shall complete the attached Proposal/Contract document, indicating the proposed portion sizes and component contribution for each menu item, meeting the USDA meal pattern requirements and indicating the price per meal.

Submit TWO (2) original copies in a SEALED envelope. The sealed package shall be labeled as follows:

<p>H.Y.P.E. Leadership Academy SCHOOL NUTRITION PROGRAM Request for Proposal/Contract 0 Fayetteville Rd Raeford, NC 28376</p>	
Name of Company	
Person authorized to sign the Proposal/Contract	

The Proposals/Contracts received will be reviewed for responsiveness by members of **H.Y.P.E. Leadership Academy** Proposal/Contract Evaluation Team. Please review the Proposal/Contract terms and conditions carefully. When the document is signed by the school administration it becomes the official Contract. Please feel free to call **Joe Salisbury at (734) 624-2897** if you have any questions.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED.

Special Conditions/Required procedures:

- Monthly menus will be submitted to **H.Y.P.E. Leadership Academy** no later than the **15th** of each month, for menus proposed for the following month.
- Monthly/Daily orders will be provided to the Caterer by **H.Y.P.E. Leadership Academy** no later than **8:00am** prior to the first day of service.
- All food is to be delivered in a **hot holding** or **cold holding** unit that will maintain food temperature in the safe zones until served at these times:
Breakfast: 07:30 a.m. – 08:15 a.m. Lunch 11:00 a.m. – 1:00 p.m.
- Caterer/Contractor completes and delivers to **H.Y.P.E. Leadership Academy** each day, the Daily Meal Production Plan or Delivery Ticket (a form required by the NCDPI). **H.Y.P.E. Leadership Academy** will provide for Caterer the form to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer/Contractor also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer/Contractor certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them, and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is a Caterer whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. If the caterer receives a discount, rebate, allowance, or incentive from any supplier, the caterer must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA.

H.Y.P.E. Leadership Academy reserves the right to reject any, and all, Proposals and to cancel this solicitation if it is in the best interest of the SFA. H.Y.P.E. Leadership Academy shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Caterer's response to this solicitation.

No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions

If any or all parts of the Caterer's Proposal are accepted by H.Y.P.E. Leadership Academy, an authorized representative of H.Y.P.E. Leadership Academy shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between H.Y.P.E. Leadership Academy and the Caterer.

H.Y.P.E. Leadership Academy (SFA) School Nutrition Services Request for Proposal/Contract

I. PURPOSE AND AUTHORITY

This Contract, dated _____, between H.Y.P.E. Leadership Academy, hereinafter referred to as the SFA, and the {INERT NAME of the SERVICE PROVIDER}, hereinafter referred to as the Caterer, authorizes that the Caterer shall provide meals to the school, in accordance with applicable regulations for the Federally-assisted USDA School Nutrition Program(s) referred to below, for the period, not to exceed one year, from July 1st, 20__ through June 30th, 20__. The Contract may be renewed on an annual basis for a four-year period from the date the first Contract was signed. ***If renewed for additional years, a contract amendment will be mutually agreed upon by both parties and approved, prior to signature of both parties, by the Zone Operations and Management Consultant assigned to the Zone.***

The Caterer will provide meals to the following school location(s):

H.Y.P.E. Leadership Academy, 0 Fayetteville Rd, Raeford, NC 28376

Federal Regulations for USDA School Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

II. MEALS

A. The Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Breakfast and Lunch

B. The Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

All Condiments
Eating Utensils
Paper Products - including 5 compartment trays
Milk

C. The Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached as Attachment A (lunch) and Attachment C (breakfast) to this Contract, for the following Federally-assisted School Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals – National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Special Milk Program). If more than one site, indicate any differences between sites.) The Caterer agrees to use the USDA Food Buying Guide, CN Labels, manufacturer's specifications, or Product Formulation Statements to determine that adequate amounts of foods are provided to meet the serving sizes required by the meal pattern:

National School Lunch Program
School Breakfast Program

The SFA has provided at least four weeks of menus for the Caterer *that indicates specific foods/portions* that are to be included in each meal or snack. The Caterer has agreed to provide the foods shown on the menus, in the required portion size. The menu is attached as *Attachment B (lunch)* and *Attachment D (breakfast)* to this Contract and will become part of the Contract. **Any change in the menu, including any substitution of one food for another similar food, must be approved, in writing, in advance, by the SFA.**

The meal pattern for the National School Lunch Program is attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

D. The Caterer will prepare meals for the school in the following manner:

(Describe whether Caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

The Caterer will provide meals produced in a USDA inspected facility. The meals will be delivered, along with the written instructions regarding cooking. CN Labels also preferred.

E. If applicable, the Caterer will utilize any USDA Foods made available by the SFA to the maximum extent possible and solely for providing benefits for the school's School Nutrition Program.

III. ORDERING AND DELIVERY

A. The SFA will notify the Caterer weekly in advance of the number of meals needed, as described:

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Orders will be submitted weekly or monthly and adjustments can be made to the orders up to 48 hours in advance of delivery

B. The Caterer will deliver meals as described:

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that the School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

Meal components can be delivered in a combination of frozen, fresh, or dry.

C. Responsibility for transport containers will be as described:

(Indicate whether the Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

The caterer is responsible to clean the transport container/truck.

IV. MEAL PRICES AND BILLING

A. The SFA will pay the following prices for meals:

TO BE COMPLETED BY CATERER: *Caterer must indicate price for each meal type (breakfast, lunch, snack, adult) provided by the Caterer. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.) (Note: if adult meals will be provided by the Caterer, these meals must be invoiced separately from those meals/snacks prepared for children/students.)*

B. The Caterer will invoice the SFA as described:

TO BE COMPLETED BY CATERER: *Caterer must indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)*

V. ADDITIONAL PROVISIONS MUTUALLY AGREED UPON BY THE SCHOOL FOOD AUTHORITY AND THE CATERER

The SFA is responsible for producing a nutrient analysis of meals offered to students, using USDA-approved nutrient analysis software, annually and during reviews conducted by the State Agency. The SFA may wish to negotiate with the Caterer to provide the nutrient analyses, including the Meal Component and Quantity Worksheets. Planned menus for breakfast and lunch must include all required components and meet specified calorie ranges, targets for sodium and saturated fat, and must exclude all Trans-fat.

Please select one:

Caterer will provide the nutrient analysis and Meal Component and Quantity Worksheets.

Caterer will not provide the nutrient analysis and Meal Component and Quantity Worksheets.

Other special provisions:

Caterer is willing to be present for USDA and state technical reviews, when asked, as well as aiding in maintaining compliance with USDA School Nutrition program guidelines. Also must complete routine maintenance on Walk-In Freezer

VI. SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will:

- A. Retain control of the quality, extent, and general nature of the School Nutrition Program, including counting and claiming meals, and ordering and accounting for USDA Foods.
- B. Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.
- C. Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.

- D. Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.
- G. Review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering Contract documents.
- I. Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.
- J. Monitor catered meals to ensure the preparation and service of food is in conformance with program regulations.
- K. Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.
- L. Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

VII. HEALTH AND SANITATION

Non-permitted food establishments cannot prepare food on site. A Food Establishment Permit is required when open or unpackaged food is prepared on site or served by anyone other than food employees of the contracted food establishment providing the catering services.

- A. The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any

amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an “A” Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an “A” Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an “A”. If the “A” Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter into an emergency Contract with another Caterer.

- C. All food must arrive at the school site at the temperatures safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher and all cold foods at temperatures of 41 degrees F (41F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.
- D. The SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer’s preparation and storage facilities and transporting vehicles, without notice any time.
- E. The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students.

VIII. RECORDKEEPING

- A. The Caterer agrees to maintain full and accurate records, which the SFA must keep in order to meet its accountability records for claiming Federal meal reimbursement funds. Required records include: 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer’s specification sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.
- B. The Caterer shall submit at the end of each month, copies of the month’s menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.
- C. The Caterer agrees that a SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will

enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.

- D. The Caterer agrees that all records (including but not limited to those records listed in Item A above) pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.
- E. The Caterer agrees **to provide a copy of a current license to do business** in North Carolina. This copy shall be attached to the Contract.
- F. The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NCDPI upon request. The SFA reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

IX. ADDITIONAL CATERER RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally-Assisted School Nutrition Programs. The Caterer will:

- A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program
- B. Not offer A la Carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- C. Abide with the Buy American provision which requires SFAs to purchase, to the maximum extent practicable, domestic commodities or products for use in their School Nutrition Programs. Domestic products are those that are produced in the United States and a food product that is processed in the United States substantially (51 percent or more) from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA. Any non-domestic food product used in the SFA's School Nutrition Program must be documented to the satisfaction of the

School Nutrition Director and the use of all non-domestic foods must receive prior written approval from the School Nutrition Director.

- D. Comply with the following as applicable, incorporated into the Contract by reference:
1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
 3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
 4. The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
 5. Abide with Iran Divestment Act as established by the NC General Assembly.

X. CANCELLATION

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable

opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer delivering any product(s) that fail to meet the specifications included in this Contract;
- (3) the Caterer delivering any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and
- (6) the Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, the SFA reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the SFA, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

XI. CATERER CERTIFICATION STATEMENTS

- A. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.
- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

Please insert the approximate number of meals you are requesting the Caterer provide each day:

Approximate enrollment:	315 (ADM)
Approximate volume for lunch:	85 to 105 students daily
Approximate volume for breakfast:	75 to 95 students daily

(These numbers are estimates only and do not guarantee that number will be ordered.)

Lunch Meal Pattern

Amount of Food per Week (Minimum per Day) for Lunch

Meal Pattern	Grades K-5	Grades 6-8 or K-8	Grades 9 – 12
Fruit (cups)	2 ½ cups (1/2 cup minimum per day)	2 ½ cups (1/2 cup minimum per day)	5 cups (1 cup minimum per day)
Vegetables (cups)	3 ¾ cups (3/4 cup minimum per day)	3 ¾ cups (3/4 cup minimum per day)	5 cups (1 cup minimum per day)
Dark Green	½ cup	½ cup	½ cup
Red/Orange	¾ cup	¾ cup	1 ¼ cups
Legumes	½ cup	½ cup	½ cup
Starchy Vegetables	½ cup	½ cup	½ cup
Other Vegetables	½ cup	½ cup	¾ cup
Additional Vegetables to Reach Total	1 cup	1 cup	1 ½ cups
Grains (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	8 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Meats/Meat Alternates (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	9 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

- All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
- A daily serving of fruit is required. Fruits may be fresh, frozen, canned in water/ juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit. No more than half of the fruit offerings may be in the form of fruit juice. All juice must be 100% full strength juice. One-eighth cup of fruit is the minimum creditable amount. Fresh fruits should be offered at least 2-3 times per week.
- Vegetable sub-groups must be offered weekly in the amount specified in the chart above. One cup of leafy greens counts as ½ cup of vegetables. No more than half of the vegetable offerings may be in the form of vegetable juice. All juice must be 100% full strength juice. One eighth cup of vegetables is the minimum creditable amount. "Additional Vegetables" may be added from any of the subgroups to meet the total weekly required servings.

4. All grains offered must be whole grain rich, unless the SFA has an approved WG-rich waiver from the SA. Grains include, but are not limited to, breads, rolls, buns, rice, pasta, crackers, tortillas, and breadings on entrees.
5. Fluid milk must be low-fat (unflavored 1% milk fat or less) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
6. Lunch must be priced as a unit in order to be claimed for reimbursement.
7. The Offer vs Serve (OVS) provision at Lunch is required for high schools, but is optional for elementary and middle schools. Under OVS at lunch, students may decline up to 2 of the 5 components offered, but are required to select a minimum of ½ cup serving of fruit or vegetable to be a reimbursable meal. The Caterer must offer the full component amounts to meet the meal pattern for each grade group. Without OVS, students must select full planned servings of all 5 components.
8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks nutrition standards.
9. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional lunch meal pattern for grades K-8 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.
10. Nutrition analyses, using USDA approved software, will document that all program meals are planned and served to meet the meal pattern requirements and dietary specifications for the duration of the Contract. The Contract will specify either the Caterer or the SFA will be responsible for completing the nutrient analysis and the Meal Component and Quantity Worksheets.
11. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside of each item AND indicate the component contribution beside each item, using the following key:

M/MA – meat/meat alternative; **V** – vegetable; **F** – fruit; **G** – bread/grain; **M** – milk.

*Refer to the Lunch meal pattern chart above for components and serving sizes required for each specific grade group. An additional daily fruit choice may be added for grades 9-12

This lunch menu **MUST** be served as written until the SFA approves any changes in writing and must include the specific component contribution and portion size.

<p>1 Chicken Filet Sandwich on a Whole Wheat Bun</p> <p>Mixed Vegetables Seasoned Broccoli Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>	<p>2 Cheeseburger on a Whole Wheat Bun</p> <p>Baked French Fries Baby Carrots/Dressing Pineapple Tidbits</p> <p>Low fat or skim milk</p>	<p>3 Baked Beefaroni with Cheese & Whole Wheat Dinner Roll</p> <p>Romaine Garden Salad with Diced Tomatoes Normandy Blend Veg Apple Quick Crisp</p> <p>Low fat or skim milk</p>	<p>4 Taco Supreme w/ Lettuce, Tomato, Shredded Cheese</p> <p>Glazed Carrots Mexican Pinto Beans Fresh Apple</p> <p>Low fat or skim milk</p>	<p>5 Tuna Salad on Lettuce & Crackers</p> <p>Seasoned Collard Greens Peas & Carrots Fresh Orange Wedges</p> <p>Low fat or skim milk</p>
<p>8 Meatball Sub Sandwich</p> <p>Golden Corn California Mix Veg Chilled Tropical Fruit</p> <p>Low fat or skim milk</p>	<p>9 Baked Chicken with Wheat Roll</p> <p>Turnip Greens Sweet Potato Souffle Cinnamon Apples</p> <p>Low fat or skim milk</p>	<p>10 Turkey and Cheese Sandwich</p> <p>Seasoned Green Beans Cauliflower/Cheese Sauce Chilled Peaches</p> <p>Low fat or skim milk</p>	<p>11 Hot Dog on a Whole Wheat Bun</p> <p>Bkd Sweet Potato Fries Baked Beans Fresh Banana</p> <p>Low fat or skim milk</p>	<p>12 Baked Chicken Tenders & WW roll</p> <p>Garden Salad w Grape Tomatoes & Dressing Blackeyed Peas/Snaps Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>
<p>15 Cheeseburger on a Whole Wheat Bun</p> <p>Oven Potato Wedges Cucumber/Tomato Salad Applesauce</p> <p>Low fat or skim milk</p>	<p>16 Ham and Cheese Hoagie</p> <p>Seasoned Spinach Golden Corn Chilled Pears</p> <p>Low fat or skim milk</p>	<p>17 Cheese Quesadillas</p> <p>Brown Rice Glazed Carrots Pinto Beans Chilled Pineapple</p> <p>Low fat or skim milk</p>	<p>18 Baked Spaghetti</p> <p>Seasoned Broccoli Lima Beans Peach Quick Crisp</p> <p>Low fat or skim milk</p>	<p>19 Sloppy Joe on a Whole Wheat Bun</p> <p>Garden Salad w/Dressing Seasoned Green Beans Fresh Orange Wedges</p> <p>Low fat or skim milk</p>

<p>22 Chicken Sandwich on a Whole Wheat Bun</p> <p>Baby Carrots/Dressing Mixed Vegetables Chilled Pears</p> <p>Low fat or skim milk</p>	<p>23 Hot Dog on a Whole Wheat Bun</p> <p>Baked French Fries Baked Beans Cherry Crisp</p> <p>Low fat or skim milk</p>	<p>24 Macaroni & Cheese & Whole Wheat Roll</p> <p>Seasoned Peas & Carrots Seasoned Turnip Greens Fresh Apple</p> <p>Low fat or skim milk</p>	<p>25 Baked Corn Dog (WG)</p> <p>Fiesta Brown Rice Black Beans/Corn Crispy Coleslaw Chilled Applesauce</p> <p>Low fat or skim milk</p>	<p>26 Baked Chicken Nuggets with Whole Grain Roll</p> <p>Baked Sweet Potato Fries Garden Salad/Dressing Fresh Banana</p> <p>Low fat or skim milk</p>
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Delete this section if the SFA will not be serving breakfast and is therefore not asking for breakfast pricing in the RFP

Breakfast Meal Pattern

Amount of food per week (Minimum per day) for Breakfast

Food Group	Grades K – 5	Grades 6 – 8	Grades 9 – 12	Grades K – 12
Fruits (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)
Grains (oz. equivalent) and Meat/Meat Alternate*	7 ounces minimum for week (1 oz minimum per day) *M/MA may be substituted for grains after the minimum daily grains requirement is met.	8 ounces minimum for week (1 oz minimum per day) *M/MA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MA may be substituted for grains after the minimum daily grains requirement is met.
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

1. The minimum creditable serving of fruit and vegetables is 1/8 cup. One quarter-cup of dried fruit credits as 1/2 cup of fruit; 1 cup of leafy greens credits as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full strength juice.
2. For breakfast meal service, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "other vegetables" subgroups.
3. All grains offered must be whole grain-rich, unless the SFA has been approved for a WG-rich waiver. These include, but are not limited to, breads, biscuits, rolls, crackers, and cereals.
4. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
5. At breakfast, the full component amounts that meet the breakfast meal pattern(s) being used must be offered. Offer v Serve (OVS) is optional at Breakfast for all grade levels. Without OVS, students must select full planned servings of all 4 items (from the 3 component groups and 1 full cup of fruit/vegetable is to be served). With OVS, students may decline 1 of the 4 items offered; however, students are required to take full planned servings of 3 items, including a minimum of 1/2 cup fruit or vegetable for a reimbursable meal.
6. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of menu items offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by

the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks standards.

7. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional breakfast meal pattern for grades K-12 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student preferences and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.

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The SFA must add a breakfast menu here if they want the Caterer to submit proposal on breakfast service. The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee.

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside each item AND indicate the component contribution beside of each item using the following key:

F – fruit; G – bread/grain; M – milk.

**Refer to the Breakfast meal pattern chart above for components and serving sizes required for each specific grade group.*

This breakfast menu MUST be served as written until the SFA approves any changes in writing.

<p>1 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal (WG) w/ String Cheese Raisins 100% Orange Juice Low fat or skim milk</p>	<p>2 Whole Grain Breakfast Pita with Tomato Salsa OR Assorted Cereal (WG) w/ Whole Wheat toast 100% Apple Juice Peach Cup Low fat or skim milk</p>	<p>3 Cinnamon Crunchmania Yogurt w/ Graham Crackers (WG) 100% Apple Juice Fresh Orange wedges Low fat or skim milk</p>	<p>4 Whole Grain Breakfast Pizza OR Assorted Cereal w/ WG Bagel/Cream Cheese Banana 100% Orange Juice Low fat or skim milk</p>	<p>5 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ Cheese Cubes 100% Orange Juice Canned Mixed Fruit Low fat or skim milk</p>
<p>8 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal (WG) w/ Whole Wheat Bagel 100% Apple Juice Grapes Low fat or skim milk</p>	<p>9 Whole Grain Breakfast Pizza OR Oatmeal w/ Raisin Whole Wheat Toast 100% Apple Juice Diced Canned Pears Low fat or skim milk</p>	<p>10 Whole Grain Waffles w/ syrup OR Cereal Bar (WG) w/ String Cheese 100% Orange Juice Banana Low fat or skim milk</p>	<p>11 Whole Grain Breakfast Bagel w/ Cream Cheese OR Assorted Cereal (WG) w/ WW Toast Peach Cup 100% Orange Juice Low fat or skim milk</p>	<p>12 Whole Grain Mini Pancakes OR Assorted Cereal (WG) w/ String Cheese 100% Apple Juice Fresh orange wedges Low fat or skim milk</p>
<p>15 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal w/ Graham Crackers Banana 100% Orange Juice Low fat or skim milk</p>	<p>16 Whole Grain Breakfast Pizza OR Grits w/ WG Blueberry muffin 100 % Apple Juice Pineapple Chunks Low fat or skim milk</p>	<p>17 Cinnamon Crunchmania (WG) OR Assorted Cereal (WG) w/ Whole Grain Pop tart 100% Orange Juice Rosy Applesauce Low fat or skim milk</p>	<p>18 Ham Biscuit (WG) OR Assorted Cereal(WG) w/ Whole Wheat Bagel 100% Apple Juice Fresh Orange Low fat or skim milk</p>	<p>19 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ String Cheese 100% Orange Juice Raisins Low fat or skim milk</p>

<p>22 Whole Grain Pancake on a stick w/ Syrup OR Yogurt w/ Animal Crackers 100% Apple Juice Diced Pears Low fat or skim milk</p>	<p>23 Whole Grain Breakfast Pizza OR Cereal Bar w/ String Cheese Canned Mixed Fruit 100% Orange Juice Low fat or skim milk</p>	<p>24 Whole Grain Waffles w/ syrup OR Oatmeal w/ Whole Wheat bagel 100% Apple Juice Banana Low fat or skim milk</p>	<p>25 Whole Grain Breakfast Bagel w/Peanut butter OR Assorted Cereal w/ String Cheese 100% Orange Juice Apple Slices Low fat or skim milk</p>	<p>26 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal w/ Whole Grain Muffin 100% Apple Juice Canned Tropical Fruit Low fat or skim milk</p>
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Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority *(Name of School)*

SFA Number

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

On Behalf of the Catering Company Submitting the Proposal:

Catering Company *(Insert legal name of company)*

Catering Company Address

Responsible Authority Printed Name
(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

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USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Breakfast/Lunch school meals for the students of H.Y.P.E. Leadership Academy Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the proposal opening. The SFA

reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the proposal, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this RFP, please note it as part of your proposal response.

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the offeror's response.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Proposal Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the proposal response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a proposal, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

E. Certification

1. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2. Contracts Exceeding Simplified Acquisition Threshold

For contracts for more than the simplified acquisition threshold currently set at \$150,000, (or less depending upon local policy – replace the \$150,000 with the actual amount approved locally), in the event of the selected caterer's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected caterer and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200 Appendix II(A)]

3. Davis-Bacon Act

The selected caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

4. Rights to Inventions

The caterer shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a time-frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

F. Proposal Evaluation and Award

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, "all or nothing" proposals are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

G. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

H. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

I. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Proposal Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

J. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

K. Records Retention Requirements

By signing this proposal, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; School Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

L. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA, the vendor's failure to meet the required delivery schedules as identified in
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

M. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or

flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

N. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Cumberland County, North Carolina.

O. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

P. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Q. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

R. Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

S. Assurance of Non-Collusion

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

T. Assurances regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any

- insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

U. Proposal Acceptance

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

V. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

W. Questions Regarding Request for Proposal

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376
(734) 624-2897

DRAFT

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Historically Underutilized Business (HUB) Certification

Companies submitting proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Proposal.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

Date

DRAFT

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS
Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

(PLACE THIS FORM ON SFA Letterhead)

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

H.Y.P.E. Leadership Academy

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at (Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name of Caterer/Contractor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

Certification of Compliance with the Iran Divestment Act

Name of Caterer/Contractor: _____

Assures compliance with the IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59 (see https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran_Final_Divestment_List.pdf)

As of the date listed below, the Caterer/Contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. (Note: The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.)

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date: _____

Printed Name Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

The Iran Divestment Act of 2015 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6_E.pdf **The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that

in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.

CRITERIA FOR SELECTION OF CATERER FOR PROVIDING MEALS SERVICE

The criteria for evaluation of proposals shall be as follows:

- A. The price per meal - Lowest price per meal that meets provisions in the Request for Proposal AND that meets the meal pattern requirements and USDA regulatory provisions for meals served as part of the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or After-School Snack Program (ASSP). Maximum fifty (50) points.
- B. Meal pattern and all menus submitted meet the applicable meal pattern per USDA regulations, including designation of the component contribution and portion size. Caterer demonstrates the ability to comply with USDA regulations in meeting meal pattern and menu compliance. Maximum of thirty (30) points.
- C. Proposal Responsiveness and compliance with submitting all requested documentation, including menus, product specifications, recipes, health inspection, business license and other required documents. Maximum ten (10) points.
- D. Additional Services - Caterer will supply all eating utensils, paper products, condiments; Caterer will provide adult meals, extra milk and additional food items for students and staff. Caterer will complete and submit nutrient analysis (as applicable). Maximum of ten (10) points.

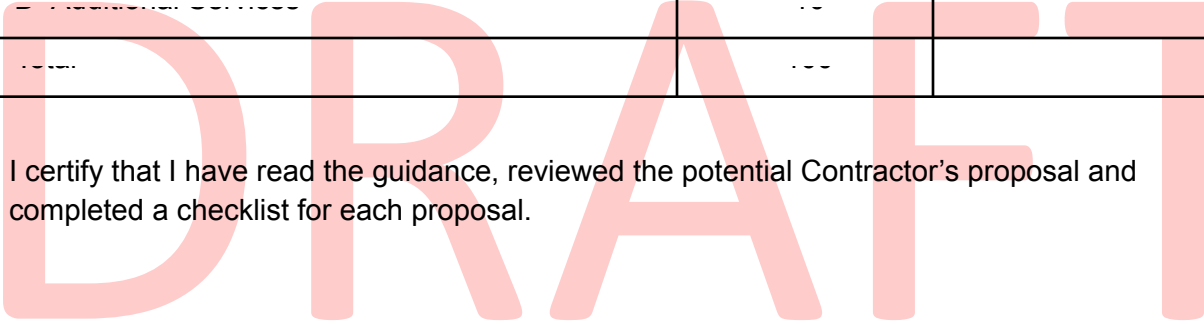
DRAFT

EVALUATION SCORE SHEET*

Name of Catering Company: _____

Criteria	Score	Comments

I certify that I have read the guidance, reviewed the potential Contractor's proposal and completed a checklist for each proposal.



Evaluator: _____
Signature

Date

****Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist with contract requirements must be completed by each member to use when reviewing each Catering Company's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.***

I. Introduction and Overview

H.Y.P.E. Leadership Academy is accepting bids for a cleaning contract and day-porter service. These should be submitted as two separate bids but may be included in the same bid packet. The point of contact for all bids will be Joe Salisbury of H.Y.P.E. Leadership Academy. All inquiries should be made through e-mail to: joe@hype-leadership.org.

Sealed bids will be accepted for H.Y.P.E.'s Cleaning Contract until 10:00 a.m., _____, 20__ (the Due Date). Bids will be opened on the Due Date at 3:30 p.m. Bid proposals may only be delivered via U.S. Mail, courier service, or hand delivery. H.Y.P.E. reserves the right to reject bids that do not meet the bidding requirements, and to choose the bid that is deemed most advantageous to H.Y.P.E. Leadership Academy. Bids can be mailed, or dropped off at:

H.Y.P.E. Leadership Academy
Attn: Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376

II. Specifications for Bid

Bidders must provide a proposed contract that includes references, proof of insurance, costs encompassing all required work, and a work to be completed page that covers all the details in section III. The duration of the proposed contract should be that of 12 months, beginning on July 1, 20__ and ending on June 30, 20__. The contract must include the variance that H.Y.P.E. Leadership Academy reserves the right to end the contract, prior to term, with or without cause, after 14 days of written notice.

III. Scope of Work

Work to be performed on a nightly basis from July 1st – June 30th

ENTRANCES

- Clean all glass on entrance doors and adjoining glass
- Vacuum entrance carpets.
- Dust mop and wet mop all tile.

COORIDORS

- Vacuum all carpet
- Spot clean marks on walls and glass as needed.

OFFICE AREAS

- Vacuum carpets, spot clean as needed.
- Clean/Sanitize door handles, light switches, and door jams.
- Empty all wastebaskets; replace liners.

- Clean all windowsills, ledges, desks, and other surfaces as needed. Desks covered with papers, documents, etc. should not be cleared as to prevent misplacement, loss, or damage.
- Spot clean marks on walls as needed.

CAFETERIA

- Vacuum carpeted
- Tables wiped down and sanitized
- Kitchen surfaces and floors must be cleaned and sanitized

RESTROOMS

- Wet mop and sanitize all floors.
- Spot clean walls and partitions as needed.
- Clean and polish all mirrors.
- Clean and sanitize toilet bowls, urinals, sinks, countertops, and polish chrome fixtures.
- Empty all waste and sanitary containers; replace liners.
- Replenish hand towels, toilet paper, and soap as needed.

CLASSROOMS

- Empty all wastebaskets; replace liners.
- Clean and sanitize sinks and countertops.
- Dust mop/wet mop tile floors.
- Vacuum carpeted areas. Spot clean carpet as needed.
- Spot clean doors and walls as needed.
- Dust all windowsills, whiteboard ledges, file cabinets, and other surfaces as needed. Desks covered with paper, books, documents, etc. should not be cleared as to prevent misplacement, loss, or damage.

During Christmas break the scope of work should include a complete carpet cleaning, tile scrubbing, and all windows both interior and exterior should be cleaned. The cleaning responsibilities will consist of a one-time application of all duties described in the nightly scope of work.

During Spring Break the scope of work should include a complete carpet cleaning, tile scrubbing, and all windows both interior and exterior should be cleaned. Other cleaning responsibilities will consist of a one-time application of all duties described in the nightly scope of work.

IV. Supplies, Wax, Cleaners, and Equipment

The school will provide all trash can receptacles and liners, paper products, and hand soap products. All other needed supplies, wax, wax stripper, cleaners, etc., and equipment will be provided by the cleaning company. The cleaning company will be

provided a space to store supplies and equipment by the school facility staff. The school does not warranty, protect, or take responsibility for any lost, damaged, or stolen items. The cleaning company must provide the school facility staff with MSDS worksheets on all chemicals to be used on the school property and all containers must be appropriately labeled.

V. Flooring Composition and Size

There will be roughly 34,300 square feet of flooring that needs to be cleaned. The composition breakdown is as follows:(ALL square footage given are approximates)

Carpet – 17,000 sf

LVT – 15,000 sf

Concrete – 800 sf

Tile – 1,500 sf

VI. Site Walk-through

A walk-through of H.Y.P.E. Leadership Academy can be provided to interested bidders. To schedule a walk-through of the facilities please contact Joe Salisbury at joe@hype-leadership.org

H.Y.P.E. Leadership Academy's address is:
0 Fayetteville Rd
Raeford, NC 28376

VII. Day-Porter Service

The day-porter will be at the school every school day from 7am-4:00pm. The day-porter's scope of work would be a variety of tasks, mostly at the school's discretion. Daily tasks include opening of the buildings, clearing of all walkways and entrances, cleaning of the lunchrooms, and monitoring the cleanliness of all bathrooms, offices, and corridors. Other tasks could include, but are not limited to, minor maintenance and repair, spot cleaning floors when spills, vomit, etc. occur, spot cleaning walls, moving classroom furniture, and other tasks requested by the school.

Pricing for the day-porter service needs to be broken out, or priced separately, from the cleaning service quote. The school holds the right to contract either or both cleaning and/or day-porter services.

VIII. Method of Award and Selection Criteria

In addition of contract cost, which is the number one selecting factor, other factors that may be considered for evaluating bids are the ability and skill, reputation and appearance, and past work history of the bidder. The school will enter into contract with the bidder that they feel most confident will satisfy all of their requirements. It is the intention of H.Y.P.E. to notify the winning bidder no later than _____, 20____. The winning bidder will be contacted by phone, followed in writing.

**Language Instruction Educational Program (LIEP) Services
2022-2023**

LEA/Charter Name: H.Y.P.E. Leadership Academy LEA/ Charter Number: N/A Submission Date: N/A

Contact Name: Gerard Falls Email: gfalls@capitolcoreacademy.org Phone: 910-849-0888

CONTEXT
Our EL Student needs are provided by a certified MTSS Teacher or EL Coordinator.

CRITERIA		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
K: W-APT score of 14 or below. 1-12: WIDA SCREENER/ACCESS scores Overall Composite 1.0 - 2.0 Reading and/or Writing 1.0 - 2.0 Listening and/or Speaking 1.0 - 3.0 <2 years in US Schools Not proficient in EOGs/EOCs Needs language support to participate in content classes. Students with Interrupted Formal Education (SIFE)	K: W - APT score 15 - 21. 1 - 12: WIDA SCREENER ACCESS scores Overall Composite 2.0 - 4.0 Reading and/or Writing 2.0 - 4.0 Listening and/or Speaking 2.0 - 4.0 >2 years in US Schools Not proficient in EOGs/EOCs Struggles to manage academics	K: W-APT score 22-26. 1-12: WIDA SCREENER/ACCESS scores Overall Composite 4.0 - 4.8 Reading and/or Writing 4.0 - 5.6 Listening and/or Speaking 4.0 - 6.0 Years in US schools varies. Maybe proficient on EOGs/EOCs Manages class content.
<i>Service for dually identified students (EC/EL OR AIG/EL) will be determined on a case-by-case basis.</i>		

SERVICES: Elementary School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Pullout a minimum of 2 days a week with MTSS teacher for a minimum of 30 minutes. • Differentiated ELA program with computer support (i-Ready, i-Station AtoZ, etc.). 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Mostly co-teaching with some pullouts as needed based on teacher recommendations and assessment data. • Differentiated ELA program with computer support (i-Ready, i-Station, AtoZ, etc.). 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.

SERVICES: Middle School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services

<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in services in core instruction as needed based on teacher recommendation and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in with MTSS teacher as needed based on teacher recommendations and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.
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SERVICES: High School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in services in core instruction as needed based on teacher recommendation and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in with MTSS teacher as needed based on teacher recommendations and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.

Educational Evidence of Need and Targeted Population (Appendix A)

Who and Why?

H.Y.P.E. Leadership Academy will fulfill three primary needs identified in Hoke County:

- 1) Give families an option outside of Hoke County public schools
- 2) Create smaller class sizes in a growing county with limited schools
- 3) Provide a high level, innovative opportunity for students which will support the growing population

Hoke County is in a very unique position at this time. According to the US Census Bureau, over the past 10 years Hoke County has increased in population by 10.93%. They are also predicting around 1.5% growth each year over the next 10 years, leading to another 15% growth in population. After talking with the city planner of Hoke County, he provided detailed information on upcoming residential developments that are taking place over the next few years.

Subdivision Name	Lots	Homes/Apts	Year Approved
Blackhawk Landing	139	139	2020
Stout Landing	193	193	2020
Winchester	33	549	2020
Maxwell Ridge	16	16	2020
Beharry Acres	18	18	2020
Timberland	69	69	2020
Wood Lake II	12	12	2020
Ryan's Run	56	56	2020
Woodsrun	13	13	2020
Hackett Multi-Family	192	384	2021
Brookstone Village	166	166	2021
B&B Loop	33	33	2021
Carter Farms	49	816	2021
Townsend Estates	61	192	2021
Graceland	81	81	2021
Johnson Estates	18	18	2021
Carolina Crossing	64	64	2021
Walters Meadow	67	67	2021
Bedford Phase 5	117	117	2021
Turnberry Minor	2	2	2021
Cameron Village	124	124	2021
Lumbee Quality Builders Minor	1	1	2021

Cheraw Acres	19	19	2021
James Farm Phase 2	8	8	2021
Maebuilt Minor	3	3	2021
B&B Loop Minor	3	3	2021
Westgate Pt 2 - HH Homes	497	497	2022
TOTAL	2054	3660	

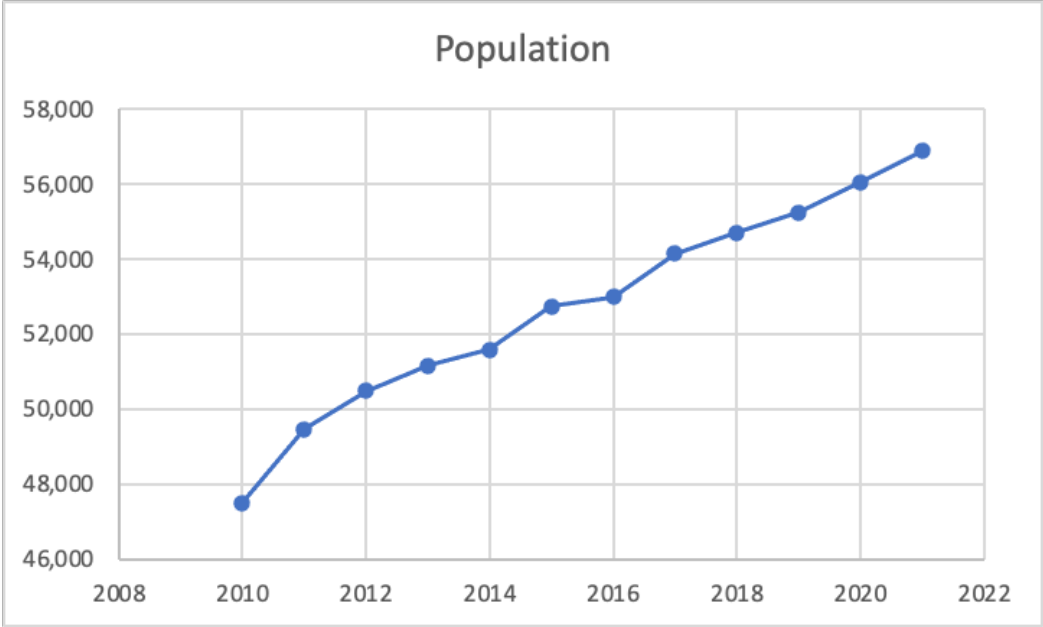
As you can see, there are 2,054 lots already slated for development since the beginning of 2020, creating 3,660 new dwellings for families to live in. Being linked to Fort Bragg and neighboring Cumberland County has created a growing need for educational choices for families. Currently there are 8 elementary schools, 3 middle schools, and 1 high school.

iBragg (Improving Bragg Roads and Access for Greater Growth) has stated that as of 2019 there are 52,280 active duty soldiers, 12,624 reserve soldiers, 8,757 civilian employees, 3,51 contractors, and 62,962 family members living on or around Fort Bragg. NC is expanding Outer Loop I-295, slated to be completed in 2024, to the edge of Cumberland County, allowing more families to reside in Hoke, and surrounding counties and get to Fort Bragg quicker.

Percentage of Students by Demographics:

Location	Male	Female	White	Black	Hispanic	American Indian	Asian	Pacific Islander	Two/More
District (HOKE)	53%	47%	24.40%	32.80%	23.20%	7.70%	0.80%	0.30%	10.80%
State	51.30%	48.70%	44.62%	24.70%	20.48%	1.08%	3.82%	0.14%	5.13%

According to The US Census data from 2020, the following represent the population of Hoke County: Median Household Income (\$): \$48,072; Population: 52,082; Households: 17,799; Persons per household 2.95.



Education:

Below is a profile of Hoke County Schools including demographics, school general statistics, and educational performance.

<table border="0"> <tr><td>Native American</td><td>8%</td><td><div style="width: 8%;"></div></td></tr> <tr><td>Asian or Pacific Islander</td><td><1%</td><td><div style="width: 1%;"></div></td></tr> <tr><td>Hispanic</td><td>22%</td><td><div style="width: 22%;"></div></td></tr> <tr><td>Black</td><td>33%</td><td><div style="width: 33%;"></div></td></tr> <tr><td>White</td><td>25%</td><td><div style="width: 25%;"></div></td></tr> <tr><td>Native Hawaiian or Other Pacific Islander</td><td><1%</td><td><div style="width: 1%;"></div></td></tr> <tr><td>Two or more races</td><td>8%</td><td><div style="width: 8%;"></div></td></tr> </table> <table border="0"> <tr><td><div style="width: 7%;"></div></td><td>7%</td><td>Students learning English ?</td></tr> <tr><td><div style="width: 75%;"></div></td><td>75%</td><td>Students from low-income families ?</td></tr> </table> <table border="0"> <tr><td><div style="width: 48%;"></div></td><td>48%</td><td rowspan="2">Gender</td></tr> <tr><td><div style="width: 52%;"></div></td><td>52%</td></tr> <tr><td></td><td></td><td>Female</td></tr> <tr><td></td><td></td><td>Male</td></tr> </table>	Native American	8%	<div style="width: 8%;"></div>	Asian or Pacific Islander	<1%	<div style="width: 1%;"></div>	Hispanic	22%	<div style="width: 22%;"></div>	Black	33%	<div style="width: 33%;"></div>	White	25%	<div style="width: 25%;"></div>	Native Hawaiian or Other Pacific Islander	<1%	<div style="width: 1%;"></div>	Two or more races	8%	<div style="width: 8%;"></div>	<div style="width: 7%;"></div>	7%	Students learning English ?	<div style="width: 75%;"></div>	75%	Students from low-income families ?	<div style="width: 48%;"></div>	48%	Gender	<div style="width: 52%;"></div>	52%			Female			Male	<ul style="list-style-type: none"> > District size: 14 schools > Grades: PK-13 > Enrollment: 8,577 students > Student:Teacher Ratio: 14:1 > Minority Enrollment: 75% > Graduation Rate: 88% (Top 50% in NC) > Overall District Rank: Bottom 50% > Math Proficiency: 35% (Btm 50%) > Reading Proficiency: 40% (Btm 50%) > Source: National Center for Education Statistics (NCES), NC Dept. of Education
Native American	8%	<div style="width: 8%;"></div>																																					
Asian or Pacific Islander	<1%	<div style="width: 1%;"></div>																																					
Hispanic	22%	<div style="width: 22%;"></div>																																					
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<div style="width: 52%;"></div>	52%																																						
		Female																																					
		Male																																					

Without analyzing disaggregated data and seeing it by subgroup, it is difficult to determine exactly what needs or challenges may be present. What can be ascertained is that many of the Hoke County students may benefit from a smaller school environment with a focus on building leadership habits to improve academic performance. See the math and reading data below.



Hoke County Schools School District, which is ranked within the bottom 50% of all 321 school districts in North Carolina (based off of combined math and reading proficiency testing data) for the 2020-2021 school year.



The school district's graduation rate of 88% has increased from 75% over five school years.

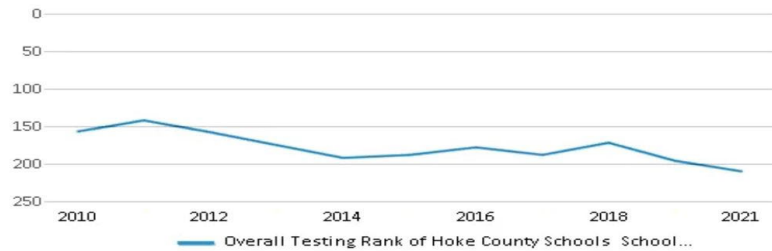
Definition of Terms 2020-2021 School Year Data

This School District

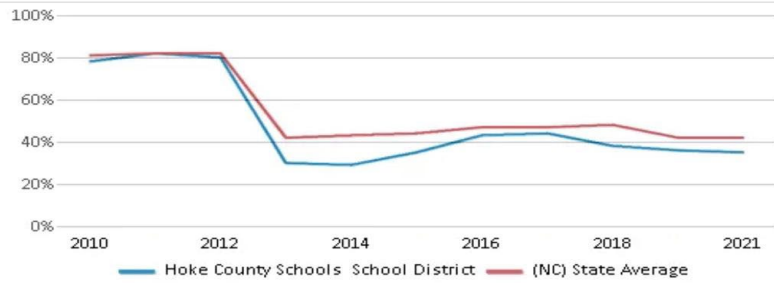
State Average (NC)

Overall District Rank

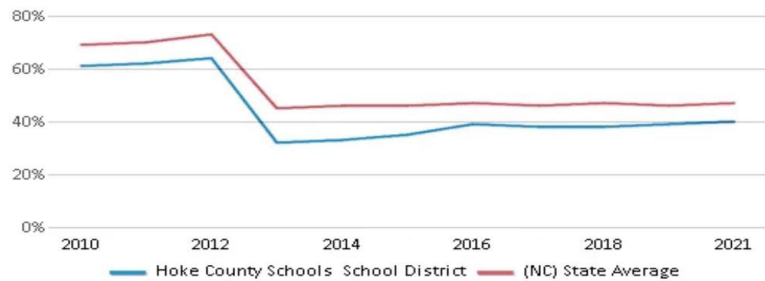
#210 out of 321 school districts
(Bottom 50%)



Math Test Scores (% Proficient)



Reading/Language Arts Test Scores (% Proficient)



Graduation Rate



Academic Year Grades Served		Projected Enrollment
First	K0, 01, 02, 03, 04, 05	310
Second	K0, 01, 02, 03, 04, 05, 06	385
Third	K0, 01, 02, 03, 04, 05, 06, 07	460
Fourth	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Fifth	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Sixth	K0, 01, 02, 03, 04, 05, 06, 07, 08	610
Seventh	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09	685
Eighth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10	760
Ninth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11	835
Tenth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11,	835



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

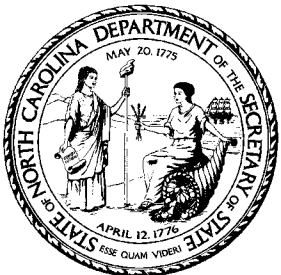
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

H.Y.P.E. LEADERSHIP ACADEMY, INC.

the original of which was filed in this office on the 20th day of February, 2023.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of February, 2023.

Elaine F. Marshall

Secretary of State

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

Principal Office Telephone Number: (910) 849-0888

Number and Street: 126 Hay Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Number and Street or PO Box: 200 Mason Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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 13 day of February, 2023.

H.Y.P.E. Leadership Academy, Inc.

Incorporator Business Entity Name


Signature of Incorporator

Gerard Falls

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.

BUSINESS REGISTRATION DIVISION
(Revised August, 2017)

P. O. BOX 29622

RALEIGH, NC 27626-0622
Form N-01

**ADDENDUM TO ARTICLES OF INCORPORATION
OF
HYPE LEADERSHIP ACADEMY, INC.**

Item 7

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.

Item 8

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.

Subdivision Name	Lots	Homes/Apts	Year Approved
Blackhawk Landing	139	139	2020
Stout Landing	193	193	2020
Winchester	33	549	2020
Maxwell Ridge	16	16	2020
Beharry Acres	18	18	2020
Timberland	69	69	2020
Wood Lake II	12	12	2020
Ryan's Run	56	56	2020
Woodsrun	13	13	2020
Hackett Multi-Family	192	384	2021
Brookstone Village	166	166	2021
B&B Loop	33	334	2021
Carter Farms	49	816	2021
Townsend Estates	61	192	2021
Graceland	81	81	2021
Johnson Estates	18	18	2021
Carolina Crossing	64	64	2021
Walters Meadow	67	67	2021
Bedford Phase 5	117	117	2021
Turnberry Minor	2	2	2021
Cameron Village	124	124	2021
Lumbee Quality Builders Minor	1	1	2021
Cheraw Acres	19	19	2021
James Farm Phase 2	8	8	2021
Maebuilt Minor	3	3	2021
B&B Loop Minor	3	3	2021
Westgate Pt 2	497	497	2022
Scott Hill	21	21	2022
Winchester Phase 2	26	26	2022
Graceland Phase 2	35	35	2022
Jamestown	15	15	2022
McPhail Meadows	26	26	2022
Stout Landing Phase 2	38	38	2022
Wood Lake II (Phase 2)	14	14	2022
Blackhawk Landing Phase 2	73	73	2022
Philippi Church Road	4	4	2023
Roberts Grove	10	10	2023
Windsor Trace	4	4	2023
Woodhaven	33	33	2023
Carolina Crossing Phase 2	45	45	2023

Walters Meadow Phase 2

63

63

2023

TOTAL BUILDS

2461

4368

Beth.cross@dpi.nc.gov or diane at dfey@ncmcs.org (910) 947-2342 office or (217) 417-5644 cell for any AIG coordinator/AIG plan questions.

2022-2025 Local AIG Plan Development – Planning Document

NC AIG Program Standard 1: Identification

The LEA’s student identification procedures for AIG are clear, equitable, and comprehensive and lead towards appropriate educational services.

<p>NC AIG Program Practices</p> <p>Standard 1</p>	<p>LEA Response</p>
<p>a) Develops both screening and referral processes that lead to AIG identification at all grade levels. Provides opportunities for every student to show their strengths and talents.</p>	<p>H.Y.P.E. Leadership Academy (HYPE)'s AIG plan identification criteria will serve to identify gifted students in all populations at HYPE to ensure that the process is fair, transparent, and consistent.</p> <p>For those students who enroll in HYPE with an AIG label from a school with a state approved AIG Plan, they will be placed in the AIG program aligned with their grade level.</p> <p>For incoming students who have been targeted as potential AIG students but their previous schools do not have a state approved AIG program, HYPE will place these students into the AIG program until the identification process is completed.</p> <p>H.Y.P.E. Leadership Academy (HYPE) will use the following criteria to identify students for AIG Services:</p> <ul style="list-style-type: none"> ● Determine Power School identified students enrolled at HYPE as well as include a line on the records request for AIG records if applicable. ● For those students identified, the steps are as follows: <ol style="list-style-type: none"> a) Communicate in written form with parents – letter or email b) Team pulls AIG student information from previous school c) Team prepares Individualized25 of Plan for each identified student (DEP/IDEP form) d) Hold initial conference to sign forms and discuss placement and service e) Parental signature required on student DEP/IDEP before official placement ● For unidentified student referrals (students that exhibit AIG behaviors or enroll from schools without a state approved AIG Plan), HYPE will follow these steps: <ol style="list-style-type: none"> a) Referral to AIG Program (by previous school; guardian; teacher) b) Notice and Consent form for AIG evaluation c) Parents, students, and teachers complete the Student Rating Assessment d) Placement Rubric that determines eligibility e) Hold conference with parents after determining eligibility for implementation of services

- f) Team prepares Individual Student Plan for each identified student (ISP form)
- g) Submit PowerSchool Reporting form to Data Manager

H.Y.P.E. Leadership Academy Screening will be completed as follows:

Single Subject Acceleration (Grades K-2)

- A nurturing program is in place to serve K-2 students that demonstrate academic potential. Students are selected using multiple criteria to participate in this challenging and nurturing program. In instances where a K-2 student shows signs of highly gifted characteristics, a body of evidence will be collected over time using multiple criteria. Once sufficient data is collected, the AIG teacher/Team will review the body of evidence. If testing is needed, the student will be referred for individual aptitude testing.
 - iReady data will be used to identify students in math and/or reading that are excelling
 - teacher-given assessments will be used to identify students that have mastered standards before their peers on 3 or more instances
 - teachers, parents/guardians, community members will nominate students for the AIG program
 - AIG certified teacher will push in to the classrooms for 10 - 15 structured
- Students identified in grades kindergarten through second grade will have a single subject for acceleration chosen by the AIG Coordinator based on available data. These students may be identified through iReady assessment data, and teacher or parent nomination. Kindergarten through grade two screening will be completed by the second trimester of each school year to ensure that identified students have received ample accelerated instruction to meet their individual learning needs.

Talent Development (3rd Grade - 5th Grade)

Pathway 1:

- After considering pathway 2, we look to the student’s aptitude indicators to determine if Pathway 1 is an option for identification. In this pathway, a student needs to meet **four** different criteria between listed options in the same subject area to form a combination of 2 aptitude indicators AND 1 achievement indicator AND 1 performance indicator.
- This pathway allows us to identify particular needs of students; especially those who have a strength in one area and challenge in the other.

Pathway 1A:

- Aptitude Indicator: **Nationally-normed aptitude or IQ test** = Full scale score of 98th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 92nd percentile of lower (B) OR 84th percentile on an above grade level (B), nationally normed achievement test

- Performance Indicator: **Grade or Gifted Rating Scale** = Course grade of 89% or lower (B) OR gifted rating scale scores of 89th percentile or lower from 2 different options

Pathway 1B:

- Aptitude Indicator: **Nationally-Normed aptitude or IQ test** = full scale score of 89th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 98th percentile or higher OR 93rd percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = course grade of 90% or higher OR gifted rating scale score of 90th percentile or higher from 2 different options

Pathway 1A identification indicates that a child’s intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 1B identification indicates that a child’s intellectual abilities and academic abilities are highly advanced when compared to peers of the same age in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 2:

- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators AND/OR 1 achievement indicator AND/OR 1 performance indicator.
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale

Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale**= Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
- Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic.
- Although Pathway 2 is considered first when identifying students, student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.

Pathway 3:

- Pathway 3 is for a student who has educational or situational circumstances for which traditional testing alone may not be sufficient to identify giftedness. The school's AIG Team completes the application process for a student who has a formal Pathway 3 nomination. Typically, these students are culturally or linguistically diverse, economically disadvantaged, have a physical and/or sensory disability, and/or have a documented learning and/or processing disability.
- The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non- traditional measures include the use of the Gifted Rating Scale (GRS), Scales for Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP).
- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar) Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team
- Students who qualify for services via Pathway 3 are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic. Gifted services offered by Union County Public Schools are under the care and responsibility of the AIG Department.
- The purpose of the AIG program is to address the needs of students with demonstrated high ability and aptitude for learning. The program provides differentiated instruction and curriculum approaches beyond that of the general education classroom that are evidence-based best practices for serving gifted students.
- Gifted services provide an array of learning environment service options, content modifications to the general education curriculum including a value-added replacement curriculum, and enrichment opportunities.

Gifted Education (6th Grade- 8th Grade)

Pathway 1:

- After considering pathway 2, we look to the student's aptitude indicators to determine if Pathway 1 is an option for identification. In this pathway, a student needs to meet **four** different criteria between listed options in the same subject area to form a combination of 2 aptitude indicators AND 1 achievement indicator AND 1 performance indicator.
- This pathway allows us to identify particular needs of students; especially those who have a strength in one area and challenge in the other.

Pathway 1A:

- Aptitude Indicator: **Nationally-normed aptitude or IQ test** = Full scale score of 98th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 92nd percentile of lower OR 84th percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = Course grade of

90% or lower OR gifted rating scale scores of 89th percentile or lower from 2 different options

Pathway 1B:

- Aptitude Indicator: **Nationally-Normed aptitude or IQ test** = full scale score of 89th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 98th percentile or higher OR 93rd percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = course grade of 90% or higher OR gifted rating scale score of 90th percentile or higher from 2 different options

Pathway 1A identification indicates that a child’s intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP).

Placement into services is not automatic.

Pathway 1B identification indicates that a child’s intellectual abilities and academic abilities are highly advanced when compared to same age peers in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 2:

- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators AND/OR 1 achievement indicator AND/OR 1 performance indicator.
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of

90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale**= Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
- Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic.
- Although Pathway 2 is considered first when identifying students, student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.

Pathway 3:

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- The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non-traditional measures include the use of the Gifted Rating Scale (GRS), Scales for Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP).
- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed**

Achievement Test = NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test

- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar) Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team
- Students who qualify for services via Pathway 3 are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic. Gifted services offered by Union County Public Schools are under the care and responsibility of the AIG Department.
- The purpose of the AIG program is to address the needs of students with demonstrated high ability and aptitude for learning. The program provides differentiated instruction and curriculum approaches beyond that of the general education classroom that are evidence-based best practices for serving gifted students.
- Gifted services provide an array of learning environment service options, content modifications to the general education curriculum including a value-added replacement curriculum, and enrichment opportunities.

Secondary Gifted Education (9th grade - 12th Grade)

Pathway:

- In this pathway, a student needs to meet **four** different criteria between the listed options in the same subject area to form a combination of 2 achievement indicators, AND 2 performance indicators
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test = (1)** NC EOC score of 96nd percentile or higher AND/OR 92nd percentile on an Honors or PLTW course nationally normed achievement test AND/OR Has scored a combined 180+ index or a 12+ Reading and/or Math index on the PSAT, 122+ on the SAT or 27 on the ACT AND/OR Identified as capable of scoring a "3" on AP or PLTW exam
- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher in an Honors/AP/PLTW course AND/OR 3 year A average in English and/or Math and willingness to take Honors, AP, or PLTW classes in subject AND/OR Achievement at a substantially high level of performance in Honors or AP or PLTW classes in ways other than through the classroom or standardized testing (demonstrated through

products, contests, competitions, etc.) AND/OR identified with high performance in the Honors, AP, PLTW classroom, yet has language patterns, experiences, or cultural differences that might make it difficult to demonstrate potential through standardized testing AND/OR Top 5% GPA/class rank

- Some students consistently demonstrate achievement in reading and/or math that exceeds grade level expectations prior to classroom instruction. These gifted students are primarily served by classroom teachers in flexible cluster groups. They receive specialized services in the area of need as described in the ISP. These screenings are completed each Fall for students through 4th- 8th grade and will include the following test data to determine eligibility:

Screening:

The screening process is an ongoing process, addressed several times throughout the year, that allows the AIG Needs determination team to create a list of students who may be in need of differentiated services beyond those provided by the regular classroom. A screening pool should be established and maintained throughout each current school year. At the end of each school year, the screening pool log is filed with the AIG records and can be referred to as needed. At the beginning of each school year, the AIG team and AIG teacher reviews the identification process with the school staff and discusses the definition of giftedness, the characteristics of gifted students, the performance indicators available for teachers to use in recommending students for identification, and the services available for gifted students. Following the training, the team asks the teachers to recommend students to be screened for possible identification. Screening referrals may be submitted by school personnel, parents/guardians, students (self-nominations) and/or community members with academic knowledge of students.

Military Transfer Policy

Per Senate Bill 1541 Article V (Interstate Compact on Education Opportunities for Military Children) students from military families who move into H.Y.P.E. Leadership Academy system and who were identified in a previous system are eligible for AIG services. Official records and paperwork showing prior identification must be provided to the AIG team before services can begin.

Reassessment

H.Y.P.E. Leadership Academy does not routinely reassess students previously identified for AIG services. Students who present compelling data changes may qualify for a change in identification and/or services. Parents or teachers who notice data changes that may indicate a need for a change in placement and/or services should contact their child's AIG teacher to arrange for a meeting to review all data.

<p>b) Establishes a process and criteria for AIG student identification at all grade levels that provides multiple opportunities to reveal a student’s aptitude, achievement, or potential to achieve. The criteria may include both qualitative and quantitative data in order to develop a comprehensive learner profile.</p>	<p>HYPE adopts the North Carolina definition of giftedness to use in the identification of students and the provision of services. This definition describes giftedness as “having the ability or potential” for substantially high levels of accomplishment, as compared to other students of similar age and circumstance. Key to this definition is the acknowledgement that gifted students are present in all cultural groups, across economic strata and in all human endeavors. In this definition, being identified as gifted is tied directly to the provision of differentiated services. By adopting this definition, HYPE commits to these conditions for identification and services.</p> <ul style="list-style-type: none"> ● Gifted behavioral characteristics documented on acceptable checklists and scales, completed by reliable sources ● Classroom performance recorded on progress report, grade cards, and other official school documents ● Classroom observations completed by trained school personnel ● Documented recommendations from appropriate sources verifying exemplary academic achievement within and/or outside of school ● Demonstrated performance through academic products, contests/competitions, and other opportunities for exemplary achievement ● Standardized test scores: aptitude, achievement, intelligence and other tests ● Anecdotal information appropriately documented and verified ● Using the following criteria for referral, the AIG team reviews those students who are included on the AIG screening pool log and selects those who are high performers and those who have potential for high performance to continue in the identification process. <p>Pathways to identification and placement:</p> <p><u>Grades K-2:</u></p> <ul style="list-style-type: none"> ● Small group pull-out lessons will be provided for those students in grades K - 2 who display high potential, but have not yet been identified. ● After participation in the Program's small group sessions for one grading period, selected K-2 students will continue to participate in the pull out Program. ● Report cards, math assessments, NC Check-In assessments, iReady, and other relevant data may be used to determine student selection and participation. ● If testing is needed, the student will be referred for individual testing. Standardized achievement test score of 99th percentile in reading and/or math and an aptitude score of 99th percentile, will be required for placement. <p><u>Grades 3 - 8:</u></p> <ul style="list-style-type: none"> ● There are 3 pathways for identification. Students may be identified for services in either pathway after meeting the screening criteria
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- Pathway 1: This pathway is intended to identify students who are IG. A student needs to meet four different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators, AND 1 achievement indicator, AND 1 performance indicator. This pathway allows us to identify particular needs of students—especially those who have a strength in one area and challenge in the other.
- Pathway 1A:
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score Of 98th Percentile or higher, AND/OR Subtest Composite Score Of 98th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 92nd percentile or lower, OR 84th percentile on an above grade level, nationally normed achievement test
 - c) Performance Indicator: Grade OR Gifted Rating Scale; Course grade of 89% or lower(B), OR Gifted Rating Scale Scores of 89th percentile or lower from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - identification indicates that a child’s intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.
- Pathway 1B
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score Of 98th Percentile or higher, AND/OR Subtest Composite Score Of 98th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 98th percentile or higher, OR 93rd percentile on an above grade level, nationally normed achievement test
 - c) Performance Indicator: Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)

- identification indicates that a child’s intellectual abilities and academic abilities are highly advanced when compared to peers in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.
- Pathway 2: Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Pathway 2 is considered first when identifying students, but student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
 - c) Performance Indicator: Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - Parents/Guardians must consent to or decline services by signing the student’s Differentiated Education Plan (DEP). Placement into services is not automatic. In this pathway, a student needs to meet three different criteria between the listed options in the same subject area to form a combination of 1-2 aptitude indicators, AND/OR 1 achievement indicator, AND/OR 1 performance indicator.
- Pathway 3: Pathway 3 is for a student who has educational or situational circumstances for which traditional testing alone may not be sufficient to identify giftedness. The school’s AIG Team completes the application process for a student who has a formal Pathway 3 nomination. Typically, these students are culturally or linguistically diverse, economically disadvantaged,

have a physical and/or sensory disability, and/or have a documented learning and/or processing disability. The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non-traditional measures include the use of the Gifted Rating Scale (GRS), Scales or Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP) In this pathway, a student needs to meet three different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators.

- a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
- b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test
- c) Performance Indicator: Grade OR Gifted Rating Scale; Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team

Grades 3 - 8 Anecdotal considerations:

- has scored within one to three points needed for identification on the standardized testing required in pathway 2
- Has the highest test scores and/or grades in his/her class and has a history of outstanding academic performance when compared to others of his/her age, experience, or environment.
- Has the highest test scores and/or grades of his/her ethnic group in his/her classroom ad has a history of outstanding performance when compared to others of his/her age, experience, or environment
- Has manifested many gifted behavioral characteristics as measured on gifted behavior checklists and performance scales.

Grades 9 - 12:

- In this pathway, a student needs to meet **four** different criteria between the listed options in the same subject area to form a combination of 2 achievement indicators, AND 2 performance indicators
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed**

	<p>Achievement Test = (1) NC EOC score of 96nd percentile or higher AND/OR 92nd percentile on an Honors or PLTW course nationally normed achievement test AND/OR Has scored a combined 180+ index or a 12+ Reading and/or Math index on the PSAT, 122+ on the SAT or 27 on the ACT AND/OR Identified as capable of scoring a “3” on AP or PLTW exam</p> <ul style="list-style-type: none"> ● Performance Indicator: Grade OR Gifted Rating Scale = Course grade of 90% or higher in an Honors/AP/PLTW course AND/OR 3 year A average in English and/or Math and willingness to take Honors, AP, or PLTW classes in subject AND/OR Achievement at a substantially high level of performance in Honors or AP or PLTW classes in ways other than through the classroom or standardized testing (demonstrated through products, contests, competitions, etc.) AND/OR identified with high performance in the Honors, AP, PLTW classroom, yet has language patterns, experiences, or cultural differences that might make it difficult to demonstrate potential through standardized testing AND/OR Top 5% GPA/class rank <p>Grades 9 - 12 Anecdotal considerations:</p> <ul style="list-style-type: none"> ● Has maintained an “A” or “B” average for three or more years in Reading/Math and is willing to take Honors/AP/PLTW courses in that area ● Has scored within 1 - 3 points of identification on ACT/SAT ● Has a record of outstanding achievement through exceptional performances in academic contests competitions and extracurricular activities ● Has manifested many gifted behavioral characteristics as measured on gifted behavior checklists and performance scales ● Has demonstrated at least a 90% probability to score a “3” on an AP/PLTW exam
<p>c) Ensures AIG screening, referral, and identification procedures respond to under-represented populations of the gifted and are responsive to LEA demographics. These populations include students who are culturally/ethnically diverse, economically disadvantaged, English learners, highly gifted, and twice-exceptional.</p>	<ul style="list-style-type: none"> ● There will be grades in which mass achievement testing will occur to ensure that no student is missed for receiving AIG services who is qualified for them. H.Y.P.E. Leadership Academy will screen all students in 3rd grade, 5th grade, as well as 7th grade unless parents request that their student is not tested. ● HYPE will screen and follow up with all students who have participated in the Talented Development Program during the first semester of their 4th grade year. ● HYPE Instructional Leadership Team will provide professional development to expand understanding of giftedness and address misconceptions about various sub-groups. ● The HYPE Leadership Team will monitor and analyze sub-group data to understand our school's demographics. Currently HYPE has the following demographics: <ul style="list-style-type: none"> a) Caucasian: 36% b) African American: 37% c) Hispanic: 12% -Other: 14% -Asian: 1% SES

- d) 41.43% Free
- e) 6.79% Reduced Lunch
- While looking at the data, the team will determine in which subgroups under-representation is present and use this information to develop or enhance screening, referral, and identification procedures.
- Multiple screening information on referred students, grades 3 - 12, is to be collected from all appropriate sources. If the screening process from above does not provide a pool that reflects the minority population of the school. Care is given to collect the names of the highest achieving minority students in the school for screening. The screening process and periodic audits by the committee ensure that equity and reliability exist systemwide.
- HYPE will use some or all of the following indicators in various combinations to determine those students who are gifted and in need of differentiated educational services:
 - a) Gifted behavioral characteristics documented on acceptable checklists and scales, completed by reliable sources
 - b) Classroom performance recorded in progress reports, grade cards, and other official school documents
 - c) Classroom observations completed by trained school personnel
 - d) Documented recommendations from appropriate sources verifying exemplary achievement within and/or outside of school
 - e) Demonstrated performance through academic products, contests/competitions, and other opportunities for exemplary achievement
 - f) Standardized test scores: aptitude, achievement, intelligence, and other tests
 - g) Anecdotal information appropriately documented and verified
- Collection of Information:
- Multiple screening criteria on referred students is collected from all appropriate sources. If the screening pool does not reflect the minority population of the school. Care is given to collect the names of the highest achieving minority students in the school for screening. The screening process and periodic audits. The English as a second Language program will assist with communicating the procedures in other language.

The AIG Testing Program:

- The North Carolina End of Grade (grades 3-8) testing results are used in the screening portion of the identification process and are considered a part of the student's total profile. In grades 9 - 12, End of Course testing may be used in the identification of students. Once students have been screened and determined to need further assessment, standardized testing, a part of the state testing, is used in the formal identification of students. AIG personnel (diagnosticians trained in the administration of various tests, complete this portion of the identification process for students referred to them.

	<ul style="list-style-type: none"> ● In grades 3, 5, and 7 every student is administered the CoGAT universal screener for identification purposes. ● Assessment instruments reflect sensitivity to economic conditions, learning differences, and diversity of students so that equal opportunity is provided to all students. When testing is complete, results are returned to the school for consideration by the AIG team. There are times when testing is required beyond that completed by the AIG team. For second language for ESL students, testing in their native language may be necessary, and ESL staff may assist with this testing. Students with disabilities may require testing to be completed with assistance. Still other students may be referred for testing because of inconsistencies in student test scores. If testing by professionals other than an AIG team member is necessary, the AIG team should invite the other members into a team meeting to discuss the special testing needs of the student. ● AIG Team members will identify the indicators acquired for each student and compare these results with the 3 pathway options for AIG identification (see 1b) ● In addition to the pathway options students can be identified through anecdotal documentation as well (see 1b) such as: <ul style="list-style-type: none"> a) highest test scores/grades in class or ethnic group and has a history of outstanding academic performance b) Outstanding academic achievement in academic contests, competitions, or other activities c) Gifted characteristics and behaviors as indicated on an approved checklist d) top 5% of class
<p>d) Monitors the screening, referral, and identification processes for consistent implementation across the LEA.</p>	<ul style="list-style-type: none"> ● HYPE AIG Implementation Team will provide forms, checklists, and flowcharts to aid in the identification of students following the plan developed. ● Provide ongoing and targeted professional development for all grade level as well as the arts teams on screening, referral, and identification procedures to ensure consistent implementation across the school. ● The AIG Coordinator and school administration will attend state meetings to enhance the HYPE program. ● HYPE's Student Services Team will audit and monitor the AIG Process every three years to ensure screening, referral, and identification processes are implemented consistently across the district.
<p>e) Disseminates information regarding the screening, referral, and identification processes to school personnel, parents/guardians, students, and the community-at-large.</p>	<p>H.Y.P.E. Leadership Academy will use the following methods to disseminate information regarding our AIG Process:</p> <ul style="list-style-type: none"> ● AIG Web Page Under Information for Parents on the HYPE Website ● Link the local plan to the HYPE website under AIG page ● AIG Program Brochures ● Informational Sessions for Guardians Each September

	<ul style="list-style-type: none"> ● Produce parent handbook that includes identification process ● Include the process in the HYPE Family Handbook ● Post procedures on HYPE AIG Web Page ● Include identification process in new teacher orientation and opening work days for returning teachers ● Communicate with teachers administrators, guardians, and students through various means, ie., newsletters, Dojo, program update e-mails, etc. ● Share video on HYPE website under AIG to explain referral- , screening, and identification processes to stakeholders, guardians, schl personnel, and the community at large ● Direct guardians to the family handbook in additional interactions and communication between families and HYPE throughout the year
<p>f) Documents the evidence gathered and analyzed to support an AIG identification decision. This documentation is reviewed with parents/guardians and maintained in student records.</p>	<p>H.Y.P.E. Leadership Academy will use the following methods to disseminate information regarding our AIG Process:</p> <ul style="list-style-type: none"> ● AIG Web Page Under Information for Parents on the HYPE Website ● AIG Program Brochures ● Informational Sessions for Guardians Each September ● Produce parent handbook that includes identification process ● Include the process in the HYPE Family Handbook ● Post procedures on HYPE AIG Web Page ● Include identification process in new teacher orientation and opening work days for returning teachers ● Direct guardians to the family handbook in additional interactions and communication between families and HYPE throughout the year ● Expectations for AIG Students ● Expectations of the HYPE Staff in meeting the needs of students ● The Individual Student Plan (ISP) ● Qualification Details ● Parental understanding of how to support their AIG child towards self-efficacy. ● Students will be identified in PowerSchool to document that they qualify for services. <p>HYPE AIG program implements and maintains documentation that fully explains the identification process and service options. The AIG staff reviews annually the following documentation with parents, guardians, school staff, and the community</p> <ul style="list-style-type: none"> ● differentiated education plans ● AIG student portfolios ● progress reports ● quarterly performance reviews <p>Differentiated Education Plans:</p>

The differentiated education plan (DEP) is developed to describe the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the student's learning. The DEP is updated and reviewed with the parent annually or when Program changes are needed for the student. Curriculum developed according to the guidelines is used in the services provided. An individual Differentiate Education Plan (IDEP) may be designed if the DEP does not adequately reflect a student's program. A DEP or IDEP is developed for every student who is identified as needing differentiated services. The initial DEP/IDEP is reviewed with the parent/guardian at the time the student is identified as gifted and in need of differentiated instructional services. Thereafter, the parent is invited annually to review the DEP/IDEP. At the Annual Review, a list of curriculum activities for the year is explained and given to the parents. Parents may also review portfolio collections of the students' work, hear presentations for the students about their learning, receive information from regular classroom teachers and counselors, and learn about their extracurricular opportunities, the testing program, and post-secondary expectations.

AIG Student Portfolio:

All identified AIG students must submit exemplary work samples in their area(s) of identification. These work samples are maintained in student portfolios as documentation of performance and participation in AIG curriculum services.

Ideas for Strengthening the Standard:

- Written explanations of expectations for AIG Students
- Written explanations of expectations of the HYPE Staff in meeting the needs of students
- Qualification Details
- Parental understanding of how to support their AIG child towards self-efficacy.
- Students will be identified in PowerSchool to document that they qualify for services.

Sources of Evidence:

- Website
- Newsletter
- Notes from monthly meetings
- Documentation Paperwork and Procedural Flow Charts
- Transfer form and process for identifying out of county students
- Pathway identification Matrix
- Needs determination team and roster
- Multimedia presentation to explain screening, referral, and identification process for all staff
- Differentiated Education Plan/Individualized Differentiated Education Plan
- AIG progress report

STANDARD 2: Comprehensive Programming within Total School Community

*The LEA provides a K-12 AIG program **with an array of** services by the total school community to meet the diverse academic, intellectual, social, and emotional needs of gifted learners. **These services will develop students' strengths through intentional learning experiences in various domains that are not dependent on the students' demographic background or economic means.***

NC AIG Program Practices Standard 2	LEA Response
<p>a) Delivers an AIG program with comprehensive services that address the academic and intellectual needs of gifted learners, across all grade levels and learning environments through collaboration with a variety of personnel. Services are aligned to students' advanced learning needs and AIG identification.</p>	<p>At H.Y.P.E. Leadership Academy, the NC Standard Course of Study is the central document used when planning units of study and lessons. The arts are integrated into those units and lessons whenever possible, and three times per year in an interdisciplinary Arts Integrated Project. Services provided to AIG students will be based on the NC Standard Course of Study. Teachers will utilize the common grade level pacing guides created by lead teachers and the instructional coaches to extend and expand on standards being taught. Teachers serving AIG students in K- 8th grades will plan opportunities for these students to engage and challenge their students while keeping in mind the 4 I's of HYPE: Inquire, Inspire, Imagine and Innovate. Staff will also encourage many opportunities for students to build on their current knowledge through the use of STEAM(Science, Technology, Engineering, Arts, and Math) activities. AIG students will receive enrichment opportunities that further extend the NC Standard Course of Study. Based on student identification and needs, AIG students may be served in the regular classroom, small group setting, or through independent study.</p> <p>AIG student's unique needs will be addressed by the AIG Team through a variety of modes:</p> <ul style="list-style-type: none">● SEL activities that address the unique social and emotional needs of the gifted student● Enrichment opportunities during pull-out and small group activities lead by the AIG specialist● Curriculum enrichment opportunities within the classroom small groups made with the AIG Team
<p>b) Delivers an AIG program with comprehensive services that address the social and emotional needs of gifted learners, across all grade levels and learning environments through collaboration with a variety of personnel based on student needs.</p>	<p>The AIG program offered at H.Y.P.E. Leadership Academy will offer comprehensive services that address the needs of those learners who are gifted across all grade levels. AIG services are aligned to each student's AIG identification by:</p> <ul style="list-style-type: none">● Providing information relating to the academic, intellectual, social, and emotional needs of students in grades K - 12.● Identify and provide the academic, intellectual, social, and emotional needs of AIG students in grades K - 12.● Collaborate with guidance counselors to incorporate topics that address the social and emotional needs of students in lesson plans.

	<ul style="list-style-type: none"> ● K - 8 AIG students will have access to resource supports, content enrichment, advanced level computer based instruction, differentiated instruction, and independent study. ● High school students will have access to advanced level courses and online courses. <p>The AIG Implementation Team will invite staff from schools where our students are transitioning from (pre K- middle schools) and transitioning to (high schools) to ensure a smooth continuation of services. We will also ensure that a copy of a student's ISP is sent with students when transferring from our school.</p>
<p>c) Integrates and connects the AIG program and services with the district's priorities and resources through policy and practice.</p>	<p>H.Y.P.E. Leadership Academy will work with core and arts staff to integrate the arts into the instructional programming offered at the school. The activities and programming for students will involve the integration of the arts to connect the AIG Services to our instructional programming. The A+ Essential Standards aid in the programming for all students at HYPE:</p> <ul style="list-style-type: none"> ● Arts ● Curriculum ● Multiple Learning Pathways ● Experiential Learning ● Enriched Assessments ● Collaboration ● Infrastructure ● Climate <p>The instructional practices that staff will implement with our AIG students will include: Project Based Learning, Portfolios of Learning, Enrichment and Extension Activities, and Acceleration. Teachers will be tasked with accelerating and enriching the curriculum to provide differentiation opportunities.</p> <p>The AIG Coordinator will take part in Curriculum and Instruction meetings. The AIG Coordinator will work closely with curriculum specialists to inform school administrators of student needs, best practices, and annual updates.</p>
<p>d) Develops procedures for intentional, flexible grouping practices to facilitate the achievement and growth of AIG and other students with advanced learning needs.</p>	<p>Students will be clustered in each grade level if they qualify for AIG services. In the elementary school, this clustering will be in groups of no less than 4 in each room. In middle school, students will be assigned to cohort grouping and clustered into classes that are taught by AIG licensed staff members. These groups will be determined by the school administration and lead teachers during the summer before each school year. These students will be highlighted on the class rosters teachers submitted to administration during check out procedures at the close of the school year to ensure students are intentionally assigned for learning success.</p>

<p>e) Informs all teachers, school administrators, and support staff about delivery of differentiated services and instruction for AIG students, regulations related to gifted education, and the local AIG program and plan.</p>	<p>Students that qualify for AIG services will have an ISP (Individual Student Plan) in their cumulative folder housed in an orange folder to ensure that the student receives the agreed upon services each year. These plans will also include a copy of the local AIG Plan and contact information for the AIG case manager. The AIG coordinator will meet with all teachers serving our AIG students during the teacher work days each August to discuss students' plans and ways they can meet their students' needs. Teachers will be provided with information about rules, regulations, and differentiated instruction ideas.</p> <p>The staff will also participate in an AIG workshop as part of their Back to School programming each August. We will also direct staff to visit the AIG Google Folder to find answers and videos of previous AIG presentations, current research based supplemental resources, and Professional Development.</p>
<p>f) Communicates among and between teachers and schools to ensure an effective continuation of K-12 services, especially at key transition points.</p>	<p>The AIG program coordinator will ensure that communication is maintained between teachers and other schools to ensure the effective continuation and provision of services for K- 12 students at key transition points. During transition points, records are reviewed as necessary to ensure that changes are made to best meet the needs of students. Each year, the AIG coordinator will meet with school administration to review the list of all AIG students and subsequently share this information with classroom teachers. The AIG Coordinator will work in conjunction with curriculum specialists to provide assistance with lesson planning and ensure the implementation of AIG projects and services.</p>
<p>g) Develops policies and procedures for a variety of acceleration opportunities, including compacted content, Credit by Demonstrated Mastery, dual enrollment, subject and/or grade acceleration.</p>	<p>Students in the AIG program will receive accelerated opportunities in the following manner:</p> <ul style="list-style-type: none"> ● Subject acceleration (the movement of the student to one grade level higher in an identified subject) can occur if a student meets the following criteria: <ul style="list-style-type: none"> a) A six-week evaluative process (with the current teacher) that includes the use of curriculum compacting, differentiation strategies, enrichment, and/or extension of the standard course of study. <ul style="list-style-type: none"> ■ These strategies are appropriate at any grade level. b) Completion of the CoGAT at a 95% or better in that subject c) Two years of standardized test scores (iReady for K-2, EOG for grades 3-8, EOC for grades 9 - 12) at a 98% or better in that subject d) Aptitude Indicator: Full Scale IQ = 125 + (may be referred to a licensed psychologist) or CoGAT scores e) Teacher/AIG Team Recommendation f) Parent, student, and community recommendations g) Principal Recommendation and Endorsed Placement ● Whole grade acceleration (the movement of the student to one grade level higher in all subjects) can occur if a student meets the following criteria: <ul style="list-style-type: none"> a) A six-week evaluative process (with the current teacher) that includes

	<p>the use of curriculum compacting, differentiation strategies, enrichment, and/or extension of the standard course of study.</p> <ul style="list-style-type: none"> ■ These strategies are appropriate at any grade level. <p>b) Completion of the CoGAT at a 95% or better in all tested subjects</p> <p>c) Two years of standardized test scores (iReady for K-2, EOG for grades 3-8, EOC for grades 9 - 12) at a 98% or better in all tested subjects</p> <p>d) Aptitude Indicator: Full Scale IQ = 130 + (may be referred to a licensed psychologist) or CoGAT scores</p> <p>e) Teacher/AIG Team Recommendation</p> <p>f) Parent or Community member recommendation</p> <p>g) Principal Recommendation and Endorsed Placement</p>
<p>h) Develops mindsets, policies, and practices to promote equity and excellence by broadening access to advanced learning opportunities through a variety of intentional efforts, including talent development, at all grade levels.</p>	<p>The AIG program at H.Y.P.E. Leadership Academy will promote equity and excellence for students at all grade levels by providing intentional programming for students in all grade levels from all cultural and socio-economic backgrounds. The AIG program develops and supports programming that is responsive to all students who are in need of advanced learning opportunities. Collaboration with the arts departments, community organizations, and curriculum specialists are used to broaden access to advanced learning opportunities. H.Y.P.E. Leadership Academy will utilize their talent development program to ensure that equitable opportunities are provided at all grade levels. A yearly analysis of policies and practices will be conducted to maintain student access to advanced learning opportunities.</p> <p>The AIG identification process at HYPE involves multiple indicators for giftedness. The AIG coordinator will work closely with K-2 teachers to identify those students who would benefit from the AIG Nurturing Program. The AIG program will provide equitable testing options for ELL students. Collaboration with the EC department will ensure the needs of twice-exceptional students and ELL students are met.</p> <p>HYPE provides multiple pathways for identification at all grade levels to ensure all students receive access to advanced learning opportunities. All third, fifth, and seventh grade students will receive testing through CoGAT to ensure students are monitored for aptitude testing. Students in grades 3 - 8 will have their EOG scores monitored for eligibility as well as course grades monitored yearly for eligibility in the AIG program. Students in grades 9 - 12 will have their EOC scores and course grades monitored yearly for eligibility in the AIG program. In addition, the AIG Team will use anecdotal, extracurricular, and the referral process from parents, community members, students, and teachers to increase the pool of eligible students enrolled in the AIG program.</p>
<p>i) Enhances and further develops the needs, talents, and interests of AIG students through extra-curricular programming.</p>	<p>H.Y.P.E. Leadership Academy will encourage our academically and intellectually gifted K - 6 students to participate in our after school EKC (Encore Kids College) and 7 - 12 students to participate in our POWER (Plan, Organize, Work, Eat, and Remediate/Relax) clubs to enhance their current skills and interests as well as develop new talents in areas that they might not have explored to ensure a well-rounded educational experience. These extracurricular activities will provide</p>

	further opportunities for the needs and interests of AIG students to be met through extra-curricular programs.
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Ideas for Strengthening the Standard:

- Implement the Battle of the Books Team
- Explore creating a Science Olympiad Team/ Robotics Team
- Home enrichment resources
- Student Council
- Academic Clubs and Organizations
- Community Service Projects

Sources of Evidence:

- Student Surveys to gather information on interest of club types
- Enrollment in different clubs and after school opportunities
- Notes from MTSS/Intervention PLCs
- Continuum matrix of AIG Services
- Parent Consent for Evaluation for AIG Consideration
- Parent Referral for AIG Consideration

DRAFT

NC AIG PROGRAM STANDARD 3: Differentiated Curriculum and Instruction

The LEA employs challenging, rigorous, and relevant curriculum and instruction to accommodate a range of academic, intellectual, social, and emotional needs of K-12 gifted learners.

<p>NC AIG Program Practices</p> <p>Standard 3</p>	<p>LEA Response</p>
<p>a) Adapts the NC Standard Course of Study (SCOS) K-12 to address a range of advanced ability levels in language arts, mathematics, and other content areas as appropriate through the use of differentiation strategies, including enrichment, extension, and acceleration.</p>	<p>H.Y.P.E. Leadership Academy is a 1:1 school. Teachers are afforded the opportunity to engage students in personalized instruction through the integration of technology. AIG program curriculum is aligned with the NC Standard Course of Study. Enrichment, extensions, and acceleration are an integral part of the HYPE curriculum. Studies confirm the greater effects of enrichment in tandem with grouping gifted learners, as a best practice in providing rigorous, meaningful, and interesting challenges to these unique learners. The HYPE AIG program provides challenging and interesting challenges to these unique learners through in-depth curriculum as well as 21st Century enrichment, extension, and acceleration to meet AIG student’s academic and social emotional needs in an ever-changing global society.</p> <p>The Instructional Coaches and Lead Teachers will also create a database of extension, enrichment, and acceleration activities that families can utilize at home and during instructional breaks to keep students engaged. H.Y.P.E. Leadership Academy will:</p> <ul style="list-style-type: none"> ● Provide differentiated/Tiered curriculum to better address gifted students’ varied academic needs ● Analyze data to determine student needs ● Require all members of the AIG team to complete the local AIG courses ● Provide cluster opportunities for students in grades 3-8, and honors/PLTW/AP courses in grades 9 - 12 ● Purchase resources to equip and support AIG teachers and students for 21st century enrichment, acceleration, and extension ● Provide professional development related to differentiated instruction ● Provide assistance with the planning and implementation of differentiated instruction that meets the needs of AIG students
<p>b) Employs diverse and effective instructional practices according to students’ identified abilities, readiness, interests, and learning</p>	<p>Teachers will employ centers, learning circles, stations, differentiate homework assignments, etc. to ensure that all students have access to curriculum at their current learning levels. The educators at HYPE will also use Google Classroom to</p>

profiles to address a range of learning needs at all grade levels.

hold a variety of virtual lessons and book clubs to engage these learners. The MTSS team will work with the staff along with instructional coaches to provide support to staff in meeting the needs of their students through focused and researched professional development. H.Y.P.E. Leadership Academy will also provide time during weekly department level planning to focus on best practices in the building for AIG students.

Grades K-2:

- Teachers will incorporate tier 2 interventions for all high performing students through cluster groups and small groups/stations. Teachers will receive guidance from the AIG licensed teacher for Tier 2 interventions for students identified through varied methods (see 1b) such as cluster groupings with other academically capable students and push in/pull out options with the AIG licensed teacher.
- Students identified as needing differentiated instruction will receive direct services up to 1 hour per each day up to 3 days a week. Direct services provide identified students with an opportunity to participate in extension units within the NC standard course of study.

Grades 3-5:

- Identified AIG students in reading and/or math are provided appropriate clustered time for instruction with other academically capable students. The AIG teacher may pull out or push in to work with the teacher for differentiation/planning of instructional units and by consulting with the teacher to prepare differentiated units. Classroom teachers will receive guidance from the AIG licensed teacher.
- AIG students will receive direct services with the AIG licensed teacher up to 1 hour per each day up to 3 days a week. Direct services provide AIG identified students with an opportunity to participate in AIG units of study, which extend the NC standard course of study.

Grades 6-8:

- Identified AIG students are provided opportunities for clustered instruction in math and reading with other academically capable students. The cluster classes are enhanced with more rigorous reading and math activities that extend beyond the NC Standard Course of Study. Cluster classes are taught by the classroom teacher, with guidance from the licensed AIG teacher. The AIG licensed teacher supports the regular classroom teacher by providing various AIG instructional materials, books, and activities. Math 1 and ELA 1 classes provide challenging instruction for those students motivated and academically prepared to take the classes in middle school. These classes follow the Standard Course of Study and the Math 1 and English 1 End-of-Course test is administered to students. Math 1 and English 1 students receive high school credit.

- AIG students will receive direct services with the AIG licensed teacher for up to one class period (60-minutes in a traditional setting, 90-minutes in a blocked setting) up to 3 days a week in the areas of reading, math, critical and creative thinking, and writing.

Grades 9 - 12:

- Identified students participate in enrichment sessions designed and conducted by the AIG licensed teacher to enhance their high school academic experience. These sessions include, but are not limited to: guest lecturers, college tours/admission talks, college planning programs, and presentations in the academic and arts areas. Student interaction is encouraged and feedback is expected following each session.
- Academic counseling and advisement of the AIG students is coordinated with the AIG licensed teacher to include course selection, registration, SAT/ACT, college and career advisement, and scholarship. Opportunities to tour colleges and universities and discussions with admissions officials are provided.
- Newsletters are available on the school website from the AIG Team detailing important test dates, college preparation advisement, student achievement/accolades, and other valuable information.
- Advanced curriculum opportunities - the AIG program expects identified AIG students to participate in the college pathway curriculum, taking as many challenging courses as possible. These include:
 - a) Honors classes
 - b) Advanced Placement Courses
 - c) AP Teleconferencing Courses
 - d) College Connections Courses
 - e) NCVPS/Online Courses
 - f) Project Lead the Way Courses

General AIG Instructional Practices and Advisement: Any curricula that is developed by H.Y.P.E. Leadership Academy AIG program builds upon and extends the North Carolina Standard Course of Study. The curriculum provides challenging learning experiences that match the service options and the students' learning needs. Any curriculum that is developed must:

- provide instruction reflective of the highest levels of selected educational taxonomies (I.E. revised blooms, marzano's, etc.)
- Incorporate critical thinking skills, problem-solving and flexible thinking activities into the instruction and products (i.e. STEM activities, interdisciplinary units, socratic seminars, etc.)
- Incorporate appropriate content modifications into the curriculum as described in the Differentiated Education Plans
- Integrate digital learning tools
- AIG curriculum is evaluated annually by AIG certified staff for necessary updates and changes to better meet the needs of gifted students and to

ensure that the curriculum reflects current best practices in gifted education

Instructional Practices and Strategies include:

- multiple intelligences
- curriculum compacting
- tiering
- shared inquiry
- socratic seminar
- real-world/problem-based learning
- creative problem solving
- critical and deductive thinking
- creative thinking
- higher-order questioning
- technology-based learning
- 21st century skills

Advisement Procedures: In order to ensure that AIG students are working to their fullest potential, it is important for the AIG team to carefully monitor student progress. All AIG teachers check students' academic performance at the completion of each grading period. Students who are not maintaining requirements receive academic advisement. It is necessary to evaluate how the student is performing within the AIG program, and if those services are meeting the needs of the student. The students' progress reports, report cards, standardized testing results, and portfolio of collected AIG products document the students' progress.

After completing the progress indicators, the AIG Team decides if the student has satisfactorily completed AIG and regular education assignments, has participated in class, and continues to demonstrate a need for challenging, differentiated studies. Students who are not showing adequate progress receive academic advisement for a minimum of 2 grading periods. The AIG licensed teacher serves as the advisor, working with the student and parents to formulate and implement that advisement plan.

Students not showing improvement will be referred to the AIG Team who then reviews this information and makes a determination for appropriate services. In addition to active status, the student may continue on advisement or be placed on monitored status. Placement on monitored status does not mean the student is no longer gifted. However, by definition, a gifted student is to perform or demonstrate the ability to perform at substantially higher levels of achievement and requires differentiated services. When the student does not achieve and/or does not participate in a challenging academic course of study, the student's needs can be met in the regular classroom and monitored status is indicated. An individualized differentiated education plan (IDEP) is developed for all students on monitored status.

<p>c) Incorporates a variety of evidence-based resources that enhance student learning.</p>	<p>Data on curriculum and instructional practices with gifted learners favors accelerative, research-based curriculum in the core subject areas. Research-based curricula should be organized around higher-order processes, conceptual reasoning that explores problems and issues, critical and creative thinking skills, analogous/metamorphic relationships, and inquiry/discovery.</p> <p>H.Y.P.E. Leadership Academy will continually add and revise curriculum to support the North Carolina Standard Course of Study, purchasing materials that extend and enrich the AIG curriculum within the Standard Course of Study.</p> <p>HYPE will house AIG Activities and Best Practice Activities in the Instructional Coaches/ PLC Room for staff members to view, copy, and check out. The staff will also have access to the PBL Project Website (http://pblproject.com) to help pull activities to use with students. HYPE would like to have a theme of Voice and Choice with our students that will allow them a chance to explore topics that interest them by tying their projects to the NCSCOS. We also plan to continue to build our instructional library by including books on how to better reach and teach gifted students.</p>
<p>d) Fosters the development of future-ready skills including critical thinking, communication, collaboration, creativity, curiosity, and leadership.</p>	<p>In order for AIG students to compete globally in the academic arena, they need access and the ability to comprehensively utilize 21st century curriculum content. The skills focused on with 21st century curriculum includes collaboration, problem-solving, innovation, leadership, and critical thinking.</p> <p>HYPE will do this through:</p> <ul style="list-style-type: none"> ● collaboration with district and instructional leaders for training and implementation of 21st century curriculum and skills ● Promoting advanced level content and real world experiences within the AIG curriculum ● Provide training for the AIG staff for training and implementation of 21st century standards ● Review and purchase materials that promote 21st century learning and skills ● Integrate technology into the AIG units <p>Some ways that HYPE will incorporate 21st learning include:</p> <ul style="list-style-type: none"> ● Book clubs/ lunch bunch groups that focus on collaboration and communication skills -Provide students with apprenticeships with approved community stakeholders ● Implement AIG Student led community service projects that allow them to help solve downtown Fayetteville problems and challenges. ● Implement a Student Ambassador Program that helps include these students in decisions made by the administration and the school leadership team

	<ul style="list-style-type: none"> ● Life Skills Day for middle school students that will focus on skills including: -Budgeting and Financing ● Interview and Resume Skills ● Cell Phone and Social Media Etiquette -Public Speaking ● Reflection activities at the end of taught units to encourage students to see how improvement is always needed and a persistent temperament is needed to succeed. Tools to aide in reflection might include the following tools: ● SeeSaw ● Flipgrid
<p>e) Uses on-going assessment, both formative and summative, to differentiate classroom curriculum and instruction and inform flexible grouping practices.</p>	<p>Ongoing assessment of student readiness, achievement and growth are essential components of a differentiated curriculum. AIG Teachers use a variety of assessments in order to address the various needs and interests that exist among gifted students.</p> <ul style="list-style-type: none"> ● Utilize formative and summative assessments and district-adopted tools such as iReady and teacher common assessments through SchoolNet to evaluate the effectiveness of implemented curricula and its impact on student achievement and growth ● Align differentiated curriculum units for the AIG classroom and address assessment results ● Work together with classroom teachers to analyze re-and on-going assessment techniques and results ● Collaborate on differentiated instruction that responds to gifted learners' varying background knowledge, needs, and interests ● Monthly PLC's for creating intervention/cluster enrichment activities with MTSS and Instructional Coaches ● Monthly Arts Integration meetings where staff members can collaborate to create lessons that engage and support learners at their current level <p>Cluster classrooms/honors/AP/PLTW teachers work collaboratively with AIG licensed teachers to ensure best practices are implemented for gifted learners.</p> <p>AIG students are placed in math and reading cluster learning groups with like-ability learners, with curriculum and learning needs closely monitored through teacher-AIG licensed teacher collaboration. Other subject areas may also be clustered.</p>
<p>f) Addresses the social and emotional needs of AIG students through affective curricular and instructional practices.</p>	<p>Gifted students have unique social and emotional needs that require support; otherwise the student's learning capacity, interest, motivation and growth are inhibited. This support is seen as critical to the academic growth of advanced students. Social and emotional needs of AIG students will be met through:</p> <ul style="list-style-type: none"> ● increased affective support for AIG students ● nurture potential of K-2 students ● provide enrichment opportunities for students not yet identified as gifted

	<ul style="list-style-type: none"> ● train and provide professional development in the affective domains for teachers, counselors and other professionals who work with AIG identified students ● Purchase and/or write curriculum that supports the affective domain (i.e. bibliotherapy) ● Cluster AIG students to provide like-ability support
<p>g) Cultivates and develops the potential of young (K-3) students with early intervention and talent development opportunities through purposeful and intentional differentiated curriculum and instruction.</p>	<p>HYPE will cultivate and develop our K-2 students’ potential with early intervention and talent development opportunities through formal and informal achievement assessments.</p> <p>Young children grow and develop at different rates cognitively, physically, and socially. This means students enter school at different readiness levels. The early years of school are often difficult to determine gifted students, but it is possible to identify those who consistently reach academic benchmarks sooner than their peers. HYPE’s K-2 program recognizes and nurtures young children who demonstrate the potential for exceptional academic performance in kindergarten, first, and second grade</p> <p><u>K-2 Goals:</u> recognize and nurture academic gifts of K-2 students from all cultural groups and across all academic strata for young students that have the potential to perform at substantial high levels of accomplishment when compared with others of their age, experience, or environment. To provide challenging instructional activities through higher order thinking skills for students who demonstrate gifted potential.</p> <p><u>Activities:</u></p> <ul style="list-style-type: none"> ● collaboration between the classroom teacher and AIG licensed teacher to provide extension and acceleration opportunities ● Creative problem-solving exercises ● Critical/creative thinking skill-building activities ● Deductive logic and analytical thinking activities ● Evaluative and reasoning challenges ● Visual-Spatial exercises <p><u>Methods:</u> The AIG licensed teacher works closely with K-2 classroom teachers with formal and informal achievement assessments and classroom instructional activities to become familiar with the students. In conjunction with the classroom teacher, the AIG licensed teacher selects consistently higher-performing students to work in small groups for enrichment activities for one grading period. Taking care to incorporate a variety of minority, ESL, economically disadvantaged, and culturally diverse activities in the small groupings, the classroom teacher and AIG licensed teacher collaboratively create differentiated learning materials for the cluster grouping of higher performing students.</p>

<p>h) Develops and implements differentiated curriculum and instruction that addresses the academic and intellectual needs of gifted learners, across all grade levels, through collaboration with a variety of personnel based on student needs.</p>	<p>H.Y.P.E. Leadership Academy encourages collaboration between classroom teachers, AIG team, AIG licensed teacher, and other professional staff to develop and implement differentiated curriculum and instruction to meet the academic and intellectual needs of gifted learners across all grade levels.</p> <p>The AIG team meets monthly with the MTSS, EC, and Instructional Leadership teams to discuss, plan, and share curriculum ideas and strategies to be implemented in the school environment for Tier 1, 2, and 3 interventions.</p> <p>K-12 AIG team meets together during Professional Development days to collaborate and discuss best practices in gifted education, focusing on differentiated curriculum and instruction.</p> <p>Teachers teaching the AIG cluster classes on elementary and middle school levels and high school honors/PLTW/AP courses in Math and English must complete the local professional development requirement.</p> <p>AIG licensed teachers and classroom teachers in elementary, middle, and high school collaborate with intergrade level teams to develop and implement rigorous and differentiated curriculum.</p>
<p>i) Develops and documents a student plan that articulates the differentiated curriculum and instruction services that match the identified needs of the K-12 AIG student, such as a Differentiated Education Plan (DEP). This document is reviewed annually with parents/ guardians to ensure effective programming, provide a continuum of services, and support school transitions.</p>	<p>The AIG programs at all k-12 levels have clearly articulated plans of differentiated instruction that match the needs of all identified students. The curriculum strategies and student services are reviewed annually to ensure effective programming, a continuum of services, and appropriate school transitions. The differentiated education plans and individualized differentiated education plans, when needed, serve as documentation of compliance in service delivery.</p> <p><u>Grades K-2:</u> employs researched-based curriculum, as well as teacher-made curriculum, that reflects best practices for nurturing young students with potential. A myriad of materials are used during instruction from both the classroom teacher and the AIG licensed teacher.</p> <p><u>Grades 3-5:</u> Research-based curriculum, as well as teacher-made curriculum, that reflects best practices for enhancing learning for gifted learners. Academic guidelines are established by the AIG Team on the DEP for the classroom and cluster teachers.</p> <p><u>Grades 6-8:</u> Research-based curriculum, as well as teacher-made curriculum, that reflects best practices for enhancing learning for gifted learners. Academic guidelines are established by the AIG Team on the DEP for the classroom and cluster teachers.</p> <p><u>Grades 9 - 12:</u> Consists of honors, AP, and PLTW courses, in addition to enrichment activities, college planning/campus tours and academic advisement conferences.</p>

Differentiated Curricula/Instructional Practices: Any curriculum provided by HYPE academic leadership team builds upon and extends the North Carolina Standard Course of Study. The curriculum provides challenging learning experiences that march the service options and the students' learning needs.

- Any curriculum that is developed must:
 - Be based upon a grade level objective taken from the Standard Course of Study
 - Provide instruction reflective of the highest levels of selected educational taxonomies (Revised Blooms, Maranos, etc.)
 - Incorporate critical thinking skills, problem solving and flexible thinking activities into the instruction
 - Utilize research-based educational models and strategies
 - Incorporate appropriate content modifications as described on the Differentiated Education Plans
 - Provide grading rubrics for assignments

AIG curriculum is evaluated annually by AIG certified staff for necessary updates and changes to better meet the needs of gifted students and to ensure that the curriculum reflects current best practices in gifted education.

Differentiated Education Plan: The DEP is developed to describe the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the students' learning. The DEP is updated and reviewed with the parent annually or when program changes are needed for the student. An individual differentiated education plan (IDEP) may be designed if the DEP does not adequately reflect the student's program. At the DEP Annual Review, a list of curriculum activities for the year is explained and given to the parents/guardians. Parents/guardians may also review portfolio collections of the students' work, hear presentations from the students about their learning, receive information from regular classroom teachers and counselors, and learn about extra-curricular opportunities, the testing program, and post-secondary expectations.

During the parent/teacher conferences held at the end of each trimester, educators will meet with parents to discuss the goals created for each AIG student in their DEP. AIG team members will be available to attend these meetings as requested by teachers and/or parents. In our Arts Program, students will have an opportunity to share what they have learned with the public during each public event held at the school.

- Elementary Students: These events will be at the end of each trimester displayed during parent/teacher conferences as well as The Spring Arts Night.
- Middle School: These events will be held at the end of each trimester during the Middle School Showcase Nights.

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| | <ul style="list-style-type: none">● High School: These events will be held at the end of each trimester during the High School Showcase Nights |
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Ideas for Strengthening the Standard:

- Provide cluster opportunities for students in grades 3 - 8 with like-ability students
- Scheduled events on the HYPE staff calendar to ensure they take place.
- We need to work out ways to ensure that voice and choice are at the center of activities we offer students.
- Require students to take local professional development courses
- share curriculum ideas and strategies with stakeholders

Sources of Evidence:

- differentiated education plan
- documentation of institutional materials/supplies purchased
- AIG staff development schedule
- AIG portfolios
- EOG/EOC data
- Document training and professional development sessions
- Document professional development in the affective domain
- Curriculum calendar
- Honors, AP, PLTW syllabi
- 9-12 enrichment schedule
- Continuum of AIG Enrichment Opportunities
- AIG Tiered Intervention Matrix
- 9 - 12 AIG Schedule Planning Document

NC AIG PROGRAM STANDARD 4: Personnel and Professional Development

*The LEA recruits and retains highly qualified professionals and provides relevant and effective professional development concerning the **diverse** needs of gifted learners that is ongoing and comprehensive.*

NC AIG Program Practices Standard 4	LEA Response
a) Employs an AIG-licensed educator as lead coordinator to guide, plan, develop, implement, revise, and monitor the local AIG program and plan.	<p>H.Y.P.E. Leadership Academy AIG coordinator is required to have the following:</p> <ul style="list-style-type: none">● North Carolina teacher’s license● Minimum of three years successful classroom teaching experience● Master’s degree in education or subject area● North carolina licensure in gifted education (or able to acquire) <p>The AIG coordinator at HYPE is responsible for the following:</p> <ul style="list-style-type: none">● Ensure system-wide implementation of the local plan and accountability of the AIG program● Chairs the AIG committees composed of principals, AIG Team, parents, and community members● Communicates with schools, outside agencies, and others regarding AIG program policies, procedures, and concerns● Serves as liaison between AIG program and the community/stakeholders● Represents the AIG program at local, regional, state and/or national meetings and LEA functions to include online meetings● Attends state/national gifted conferences to stay breast of best practices in gifted education● Initiates and oversees the development of the AIG curriculum● Maintains electronic and hard copy data on identified AIG students to include accurate Child Count data● Oversees the development of all AIG protocol, guidelines, and procedures● oversees all AIG personnel● Conducts or oversees professional development for AIG staff and other personnel involved in the education of gifted students (i.e. local coursework requirements, AIG professional development, professional development days,etc.)● Prepares AIG allotments for review and approval

	<ul style="list-style-type: none"> ● Oversees the purchasing of all AIG equipment curriculum materials, office supplies, etc. ● Ensures that the AIG populations receive differentiated and appropriate services K-12
<p>b) Engages AIG-licensed specialists in tasks that explicitly address the academic, intellectual, social and emotional needs of K-12 gifted learners.</p>	<p>The AIG Team is tasked with designing and selecting appropriate research-based materials and modifications for gifted students, working in collaboration with other support staff and classroom teachers to plan, develop, and implement programming and activity for students. These persons will also engage in professional growth opportunities by reading professional literature to stay abreast of the latest research-based strategies, collaborating with other AIG specialists, and attending professional development workshops. Members of the AIG team are also tasked with the responsibility of preparing lesson plans for each group of push-in/pull-out students and providing specialized instruction to identified students in addition to examining student data, and providing resources to classroom teachers.</p> <p>Expectations for AIG-licensed specialists are as follows:</p> <ul style="list-style-type: none"> ● To collaborate with the AIG Coordinator to ensure the implementation of the AIG Plan ● To serve as a resource for staff ● To plan and model research-based instructional strategies for teachers ● To actively participate in professional development opportunities, including statewide initiatives to support gifted programs and advanced learners ● To maintain accurate records of all students receiving AIG services ● To meet requirements for employment and continue training in gifted education to obtain AIG certification/licensure ● Provide push-in/pull-out instruction for AIG students
<p>c) Establishes specific and appropriate professional development requirements for all personnel involved in AIG programs and services, including classroom teachers, instructional specialists, student services personnel, and school administrators.</p>	<p>H.Y.P.E. Leadership Academy recognizes that effective specialized professional development is an area of need, and will create mandatory school-wide offerings centered around discipline and grade-specific best practices to meet the unique needs of gifted students. The HYPE AIG Team plan to implement the following professional development for HYPE classroom teachers, instructional specialists, student services personnel, and school administrators, in addition to AIG Best Practice and The AIG Child PD:</p> <ul style="list-style-type: none"> ● AIG Identification Training: Staff gain knowledge about the identification process of students. ● How To Add HOT (higher order thinking) Questions to Common Assessments: Teachers will be encouraged to add 1 or 2 HOT questions to common assessments (pre or post) to add to current data collection (not counted towards grades) ● The AIG Team will collaborate with school administration to connect the needs of AIG students with the goals of the school improvement plan and ensure professional development is in alignment with these goals.

	<p>These are a beginning list of training sessions each group of staff members will be challenged to participate in:</p> <ul style="list-style-type: none"> ● Regular Education: Tools for Enrichment and Simple Ways to incorporate and Data and SEL School Counselors: SEL ● Special Education Teachers: Identification Training/What to look for ● ELL Personnel: Identification Training/What to look for ● Administration: What to Look For During Observations ● Arts: Tools for Enrichment; What to Look For <p>H.Y.P.E. Leadership Academy curriculum and instruction team, in conjunction with the AIG team, will use online, in person, and hybrid professional development courses. The focus of these professional development courses will focus on understanding gifted learners, differentiating for gifted learners, and understanding the unique social and emotional needs of gifted learners.</p>
<p>d) Provides general education services by personnel who have earned an AIG add-on license or have met the LEA requirements for that position.</p>	<p>H.Y.P.E. Leadership Academy would like to maintain mixed ability classrooms by clustering the AIG students into small groups of 3-5. We would like to place students into classrooms of staff members with AIG Licensure or are currently working on AIG Licensure. It is recommended that cluster classes are assigned to teachers who have earned their AIG licensure whenever possible. If there are no AIG licensed teachers available, principals are encouraged to place cluster classes with teachers who demonstrate evidence that they grow their advanced learners as indicated by EVAAS or with teachers who have completed professional development related to teaching gifted learners.</p> <p>Personnel are encouraged to earn their add-on licensure either by completing a four course sequence from an institute of higher education or passing the Gifted Education Praxis. The AIG Team would like for the school to reimburse staff members that want to take AIG certification classes or the AIG Add On Licensure Test.</p> <p>H.Y.P.E. Leadership Academy works diligently to ensure that school administrators and teachers are provided training to enhance the education of gifted learners and meet their academic needs. Teachers who are interested in working with AIG students are strongly encouraged to seek certification.</p>
<p>e) Develops strategies for the recruitment and retention of AIG-licensed professionals, including those of diverse backgrounds.</p>	<p>H.Y.P.E. Leadership Academy (HYPE) recognizes the need to recruit and retain AIG-licensed professionals, including those of diverse backgrounds. In an attempt to both gain and retain these professionals, HYPE is interested in creating incentives through both monetary and professional opportunities.</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy will offer tuition assistance to cover the cost of tuition and books for teachers to attend a college of their choice to pursue a course of study that will lead to AIG Add-On licensure to extend their understanding of gifted learners. ● H.Y.P.E. Leadership Academy will offer reimbursement for teachers passing the PRAXIS for gifted education.

	<ul style="list-style-type: none"> ● HYPE will provide opportunities for members of the AIG Team to attend professional development to enhance and support best practices in gifted education. ● H.Y.P.E. Leadership Academy will pay registration, boarding, and transportation costs for AIG teachers and coordinators to attend professional development to extend their understanding of gifted learners. ● HYPE will use hiring devices, such as INDEED to find licensed teachers who are interested in obtaining, or already have, their AIG add-on licensure, focusing on teachers from diverse backgrounds.
<p>f) Provides focused professional learning opportunities to realize equity and excellence in gifted education including changing mindsets, policies, and practices.</p>	<p>Professional Development relating to focused discipline-based differentiation, equity, changing mindsets, AIG policies and AIG best-practices is provided by the AIG team throughout the school year.</p> <p>Surveys will be used to find specific beliefs and perceived needs of our teachers in relation to understanding equity and excellence and how those needs are being met by the AIG program. As the Curriculum and Instruction team plans professional development related to the instructional frameworks, AIG needs including equity and excellence, changing mindsets, policies, and practices is consciously addressed and included. The PD will focus on the idea of growth mindset in the MTSS program (to include the AIG students) and reinforces the reasons that equity and excellence in gifted education is needed to meet the needs of all students and underlines the importance of proactively planning appropriate lessons to meet the needs of all students. The AIG team will include Professional learning opportunities that analyzes the school’s demographics and subgroups and review the equitable representation of these subgroups in the AIG program.</p>
<p>g) Aligns professional development opportunities with local AIG program goals, other district initiatives, and best practices in gifted education with opportunities to refine applications of professional learning.</p>	<p>Curriculum specialists and the AIG Team work together to integrate and align professional development best practices to meet the needs of all HYPE students. Administrators, counselors, and support staff will participate in professional development that addresses gifted learners. Training will be provided based on their roles and responsibilities. Licensed AIG teachers will be offered ongoing professional development opportunities to ensure the teacher remains current in the practices of meeting the needs of AIG students. The AIG Team will participate in monthly PLC meetings to support their professional growth and the academic growth of AIG students.</p> <p>PD related to gifted programming is offered at system-wide professional development days. It is also offered on an as-requested basis to schools, principals and other stakeholders. All professional development is aligned to the goals of the local AIG program and is focused on ensuring stakeholders are aware of educational best practices in gifted education.</p> <p>Attendee surveys will be utilized to ensure opportunities to refine applications and appropriateness of the professional learning following each professional development. In addition, professional development is designed in digital, in-</p>

person, and hybrid options to provide opportunities for teachers with different planning or schedules to attend the training by the AIG team.

Ideas for Strengthening the Standard:

- AIG Coordinator will attend collaborative meetings with fellow AIG team members to plan and develop support materials that will be made available for teachers to use to help meet the needs of AIG students.
- Gain commitment from the superintendent to fund AIG licensure for teachers who express interest.
- STEAM activities will be incorporated into AIG curriculum.

Sources of Evidence:

- Teacher feedback and surveys

STANDARD 5: Partnerships

The LEA ensures ongoing and meaningful participation of stakeholders in the planning and implementation of the local AIG program to develop strong partnerships.

<p>NC AIG Program Practices</p> <p>Standard 5</p>	<p>LEA Response</p>
<p>a) Develops intentional, two-way partnerships with parents/guardians to support the following needs of AIG students:</p> <ul style="list-style-type: none"> ● academic and intellectual ● social and emotional 	<p>H.Y.P.E. Leadership Academy recognizes the importance of maintaining two-way partnerships with parents/guardians. H.Y.P.E. Leadership Academy develops intentional, two-way partnerships with parents and guardians to support the academic, intellectual, and social and emotional needs of AIG students by:</p> <ul style="list-style-type: none"> ● Communicating available opportunities in the community through use of the school website, social media, Class Dojo, and flyers. ● Preparing and providing documentation such as the AIG Plan on the website and through Class Dojo ● Host parent informational meetings where special topics will be shared and parent/guardian voices can be heard ● Host meetings for students and parents at transition ● Ensuring that AIG teachers and coordinators are available during parent conferences to answer questions and provide support ● Making routine phone calls to check in on AIG students and their families ● Inviting parents/guardians to serve on AIG focus groups such as the AIG Steering Committee and Parent Advisory Group

<p>b) Partners with community stakeholders, such as institutions of higher education, local business and industry partners, and others to enhance and support the local AIG programs and services.</p>	<p>H.Y.P.E. Leadership Academy’s AIG program develops partnerships with community stakeholders to enhance and support the local AIG programs and services in the following ways:</p> <p>Collaborate with local colleges and universities to establish and maintain programs for AIG students (Fayetteville State University education department; Methodist University STEM camp; Campbell University science department; Fayetteville Technical Community College course offerings; Work cooperatively with local organizations, local businesses and government agencies to extend the educational opportunities beyond the classroom; guest speakers (judges, civic leaders, artists in residence, news agencies); Fascinate U Museum Math and Science night; North Carolina Science Festival</p>
<p>c) Establishes and utilizes an advisory group to develop, implement, monitor, and revise the local AIG program and plan. This advisory group is representative of the diverse populations of the district and is at least comprised of community members, AIG parents/guardians, AIG teachers, and other instructional and support staff.</p>	<p>Focus groups are one way in which the community members, AIG parents/guardians, AIG teachers, and other instructional and support staff are involved in the development, implementation, monitoring and revision of the local AIG program and plan.</p> <ul style="list-style-type: none"> ● AIG Steering Committee: Comprised of parents, administrators, teachers, and community members. Guides the rewriting of the Local AIG Plan ● Parent Advisory Group - includes at least one parent/guardian from each grade group (K-2, 3-5, 6-8, 9-12). Parent reads the local AIG plan, respond to surveys, and provide feedback on local initiatives ● Oversight Review Committee - consists of AIG leads and specialists from each grade group (K-2, 3-5, 6-8, 9-12). Serves as a checks and balances mechanism, reviewing all cases submitted. ● Needs Determination Team - Made up of the AIG teacher for each grade group (K-2, 3-5, 6-8, 9-12), faculty, and staff. discusses and evaluates students’ placement needs. The team may also determine that an IDEP, and/or a grade or subject acceleration accommodation is required. In these cases, parents, administrators, and others may be involved. The Needs Determination Team is required to document and retain accurate minutes of each meeting.
<p>d) Informs all students, parents/guardians, and the community of the following:</p> <ul style="list-style-type: none"> ● Local AIG Plan ● Local AIG program services ● Policies relating to advanced learning and gifted education 	<p>Students, parents/guardians and the community are informed about H.Y.P.E. Leadership Academy’s AIG plan, local services, policies, and access information through the following methods:</p> <ul style="list-style-type: none"> ● The Differentiated Education Plan (DEP) Describes the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the student’s learning. The initial DEP is reviewed with the parent at the time the student is identified as gifted and in need of differentiated instructional services.

<ul style="list-style-type: none"> • Ways to access opportunities available to AIG students <p>Communication is ongoing and responds to the diverse language needs of the community.</p>	<ul style="list-style-type: none"> • Parents/guardians are invited to an annual review with the AIG team to review and update the DEP - one copy of the DEP is maintained in the AIG placement record and one copy is given to the parent. • An Individualized Differentiated Education Plan (IDEP) may be designed if the DEP does not adequately reflect the student's program. • If a student requires academic advisement due to low performance, the parent and student are again invited to attend an individual conference to discuss and develop a plan of action. Parents are continually notified of advisement procedures and program changes • Local AIG plan is on the school website under AIG tab • Yearly DEP meetings • Yearly portfolio review with parents and students • Monthly SIT meetings with open invitations to parents/guardians, students, and community members • Monthly Board meetings with open invitations to parents/guardians, students, and community members • H.Y.P.E. Leadership Academy School WebSite with AIG tab • Student/parent advisement procedures are shared with the parents in hardcopy at the yearly meetings, upon the need for advisement, and on the HYPE AIG website • AIG Monthly newsletters sent on Dojo for students and parents/guardians as well as on the HYPE AIG website • Brochures designed to inform parents and the community about the service options and summer enrichment programs in hard copy, through Class Dojo, and on the HYPE AIG Website • Information disseminated in multiple languages • Informational letters, emails, phone calls, through HYPE school Class Dojo message board, and on the HYPE AIG Website • Reciprocal relationship with Methodist University, Fayetteville State University, Fayetteville Technical Community College, and UNC-Pembroke to include student academic programs, use of resources, staff development, and use of facilities • HYPE school personnel are kept informed through monthly presentations during School Improvement Days, embedded professional development sessions, twice a month curriculum and instruction newsletters, AIG handbook, and the HYPE AIG website • Students, parents, community members, and all school personnel are provided access to AIG brochures, newsletters, and information sites through hardcopy, Class Dojo, and the HYPE AG website • Stakeholders are made aware of summer enrichment programs that are available at HYPE or other sites to AIG students
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Ideas for Strengthening the Standard:

Securing more local partnerships to support the AIG learners

Sources of Evidence:

- AIG Brochure
- HYPE AIG website
- Summer Enrichment Plan Brochures
- Documentation of Advisement
- DEP
- IDEP
- Information letters
- Program Newsletters
- Needs Determination Team Minute Form
- Steering Committee minutes and rosters
- Parent Feedback form
- Translator check box on AIG documentation
- Documentation of an established pool of partnership opportunities

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STANDARD 6: Program Accountability

*The LEA implements, monitors, and evaluates the local AIG program and plan to ensure that all programs and services are effective in meeting the **diverse** academic, intellectual, social, and emotional needs of gifted learners.*

NC AIG Program Practices Related to Standard 6	LEA Response
<p>a) Develops a written AIG plan to describe the local AIG program, in accordance with state legislation and SBE policy (N.C.G.S. 115C-150.5-.8 {Article 9B}), which has been approved by the local board of education and sent to SBE/DPI for review and comment.</p>	<p>H.Y.P.E. Leadership Academy maintains an AIG plan that is in compliance with North Carolina legislation and SBE policy. H.Y.P.E. Leadership Academy will utilize several teams and focus groups representative of a variety of stakeholders to lead the development of the local AIG plan. H.Y.P.E. Leadership Academy will continue to ensure compliance by:</p> <ul style="list-style-type: none"> ● Maintaining a process for gathering feedback, creating a timeline of completion, and communicating process updates in a timely manner. ● Gather feedback from all stakeholders to guide the process and plan development, and complete program self-assessment using this feedback. ● Developing local AIG program and policies based on program self-assessment and overall program goals. <p>The plan has been approved by the Superintendent and Board Chair at HYPE and is seen as a working document. Feedback on the current working plan has received solicitation of feedback from the team as well as the staff. The AIG plan will be made available on the school’s website.</p> <p>The AIG plan is reviewed annually and revised every three years to maintain compliance with state legislation and SBE policy, as well as make allowances for continued growth and improvement. The AIG plan includes all required components as mandated. All screening, placement, and identification processes are in compliance with NC legislation and standards.</p>
<p>b) Monitors the implementation of the local AIG program and plan in accordance with current legislation and state policies to ensure fidelity of implementation for all AIG program components.</p>	<p>The AIG Plan is monitored continuously through the use of yearly stakeholder surveys, the collection and analysis of formal and informal data, and meetings with staff, school administrators, and families. The AIG Coordinator and AIG teachers will meet monthly to assess program improvement, implementation, and build capacity. HYPE AIG Implementation Team plans to annually present at a HYPE Board Meeting updating the board on activities and numbers of students in the AIG program. We will also continue to monitor this plan to ensure that we have determined how and when to implement the AIG identification and instructional processes and procedures</p>
<p>c) Develops and monitors a budget using allotted state funds, and local funds if applicable, to</p>	<p>The LEA does not have a specific fund allocated for AIG. All monies come from the General Fund and necessary expenditures will be tracked when used for AIG students and AIG Plan implementation. Available funds will be</p>

<p>address the needs of the local AIG plan in accordance with state policy.</p>	<p>utilized for AIG professional development, building a professional resource library, student programs, projects, and supplies/materials that align with NCSCOS and the AIG plan. The AIG coordinator will look into other avenues for funding (such as grants and sponsorships) to add financial support for the local AIG Plan.</p>
<p>d) Maintains and analyzes multiple sources of student achievement and growth data, as well as annual drop-out data for AIG students. Data is disaggregated to recognize patterns and trends over time and inform mindsets, policies, and practices for equity and excellence.</p>	<p>The AIG team will pull data at the end of each benchmark to track the growth of students in our program and compare them to students not in our program. We also plan on having a summer institute to review EOY assessments to revise programming for the coming school year based on the data. Notes and data from these meetings will be shared with the HYPE staff in our AIG Data Google Folder. We will also use this data to plan with the MTSS staff on ways to increase student growth if we see students who have a decline in their performance.</p>
<p>e) Maintains and analyzes multiple data sources focused on the referral, identification, services, and retention of students within the local AIG program to ensure that students' racial, ethnic, economic, or other demographic factors, including other exceptionalities and language differences, do not reduce their likelihood of access to and participation in gifted education.</p>	<p>H.Y.P.E. Leadership Academy will maintain and analyze multiple data sources focused on the referral, identification and retention of AIG students by using the following methods:</p> <ul style="list-style-type: none"> ● survey responses ● parent forums ● student achievement data ● advisory committee input ● demographic data analysis ● course enrollment data ● input from AIG/cluster teachers <p>H.Y.P.E. Leadership Academy has identified multiple pathways of identification to better identify students and ensure student demographics do not reduce their access to AIG services. The AIG team will regularly collaborate with classroom teachers to analyze student data and ascertain the identification of students who would benefit from AIG services.</p>
<p>f) Maintains and utilizes current data regarding the credentials of personnel serving K-12 AIG students to align with the goals and strategies outlined in the local AIG plan.</p>	<p>H.Y.P.E. Leadership Academy will house AIG licensed staff licenses in the principal's office for quick identification in staff member's cumulative records. This information will be monitored by the AIG coordinator. AIG students are placed with AIG certified teachers whenever possible to ensure effective learning environments and academic growth are achieved.</p>
<p>g) Elicits regular feedback from students, parents/guardians, families, teachers, and other stakeholders regarding the implementation and effectiveness of the local AIG program.</p>	<p>H.Y.P.E. Leadership Academy elicits regular feedback from students, parents/guardians, families, teachers, and other stakeholders through various modes:</p> <ul style="list-style-type: none"> ● Input from the Focus Groups (AIG Steering Committee, Parent Advisory Group, Oversight Review Committee, and Needs Determination Team)

	<ul style="list-style-type: none"> ● Monthly professional development meetings ● Parent Surveys ● Stakeholder Surveys ● Student Interest Surveys
<p>h) Facilitates a comprehensive evaluation of the local AIG program utilizing multiple sources of data to revise the local AIG plan every three years.</p>	<p>H.Y.P.E. Leadership Academy AIG program employs comprehensive evaluative procedures of the local AIG program at various intervals in order to review and/or modify program identification, curriculum, service delivery models, and other program components using multiple sources. These sources are used throughout the year and every three years during the revision process of the AIG.</p> <p>The AIG department gathers and evaluates multiple sources of data for the purpose of decision-making and planning, including:</p> <ul style="list-style-type: none"> ● survey responses ● parent forums ● student achievement data ● advisory committee input ● demographic data analysis ● course enrollment data ● input from AIG/cluster teachers ● Input from the AIG steering committee
<p>i) Shares all data from local AIG program evaluation with school and district personnel, students, parents/guardians, families, and other community stakeholders.</p>	<p>H.Y.P.E. Leadership Academy (HYPE) recognizes that collecting and evaluating data is an important component of strengthening the AIG program. The AIG leadership team shares data from the AIG program evaluation with school and district personnel, students, parents/guardians, families, and other community stakeholders in the following ways:</p> <ul style="list-style-type: none"> ● Summary of survey responses and parent forums are displayed on the HYPE AIG Website and shared with school personnel through SIT and Board meetings ● AIG Information Fact Sheet containing demographic data analysis and course enrolled data is displayed on the HYPE AIG Website and through Class Dojo and shared with school personnel through SIT and Board meetings ● Student Achievement Data displayed on the HYPE AIG Website and shared with school personnel through SIT and Board meetings ● Summaries of advisory committee and AIG/cluster teacher input shared on HYPE AIG website and shared with school personnel through SIT and Board meetings
<p>j) Safeguards the rights of all AIG students and their parents/guardians through established written policies, procedures, and practices. The LEA plan includes: informed</p>	<p>The Capitol Encore’s AIG program mirrors the state policies and procedures governing the administration of gifted programs and services. The HYPE local plan, approved by the local Board and reviewed by the North Carolina Department of Instruction, remains in compliance in all program</p>

consent regarding identification and placement, reassessment procedures, transfers from other LEAs, and procedures for resolving disagreements.

components. Screening, testing, and identification procedures are reviewed annually to ensure equity, consistency, and best practices.

Committees serve as a mechanism to protect the rights of all children who might qualify for screening, testing, and/or placement in the AIG program. School-based AIG case decisions are decided and monitored by a Needs Determination Team. Team minutes are required for each Team meeting as a means of documenting discussions and decisions. An oversight Review Committee meets weekly to review all casework for final decisions including transfers. Students identified as gifted from another LEA must meet local criteria for placement. Identification documentation is requested from the previous LEA and reviewed by the Oversight Committee to determine if placement or testing is warranted.

A consent for evaluation is signed by parents/guardians prior to testing. After a placement decision is made, the parent/guardian signs an agreement for services and the Differentiated Education Plan (DEP). The DEP, reviewed annually and signed by parents, safeguards the implementation of services, at each grade level. Program and service provisions are outlined in the HYPE AIG Plan and approved by the school board. Appropriate and sufficient service delivery to both identified and K-2 students which is monitored, adjusted accordingly, and reviewed for modifications on an annual basis, or as needed. Students requiring an individualized DEP or grade/subject acceleration received modified or adjusted services accordingly. Special needs gifted students, including those who are highly gifted, twice exceptional, disabled, or socio/economically disadvantaged, receive services based on their appropriate needs. Other important AIG practices such as contact time for services, clustering guidelines, direct and consultative services, diagnostic assessment tools, curriculum extensions, enrichment opportunities, and social/emotional support are articulated in the HYPE Local AIG plan and/or AIG handbook to provide oversight to the program and service delivery.

H.Y.P.E. Leadership Academy (HYPE) recognizes that disagreements between parents/guardians and the local school administrative unit might arise when a child is not identified as academically or intellectually gifted or concerning the appropriateness of services offered to the academically or intellectually gifted student. HYPE procedures for settling such agreements will follow these steps:

- Due Process Procedures Regarding AIG Eligibility Determination and Services Decision
- The rights of parents/guardians are informed consent, right to refusal, and due process procedures concerning
- Failure to identify a student as eligible for services when they have met the identification criteria, AND/OR
- Failure to provide the services specified within the DEP/IDEP

Step 1: Appeal to the School AIG Team

- The parent/guardian may request a conference with the academically or intellectually gifted (AIG) Team at the child's school. This request must be made in writing and should include reasons for appeal. If this request concerns test results, then this request must be received by the AIG Team within thirty business days of notification of test results or within thirty business days of the beginning of the school year. The AIG Team should be given ample opportunity (10 business days) to convene all members together for a conference.
- At this conference, the individual student profile will be examined and discussed. Information used to determine eligibility for service delivery options shall be reviewed with the parent/guardian. If needed, the child's teacher may be asked to provide further documentation concerning student characteristics and achievement by the AIG Team.
- At this conference, all information will be shared with parent/guardian, minutes will be recorded, and signatures obtained from those present.
- Following the conference, the AIG team will respond to the concerns in writing within 10 business days of the conference.
- If the disagreement is not resolved at this level, proceed to Step 2.

Step 2: Appeal to the Principal

- The parent/guardian may appeal the decision of the School level AIG Team to the Principal of HYPE. The parent must in writing explain concerns and specific points of disagreement with the decision of the AIG Team and submit this written appeal within 10 business days of the decision from the school level.
- The conference shall be scheduled within 10 business days of receipt of this request.
- The Principal will review the concern and additional information may be requested from the child's teacher, the AIG Team, the parent/guardian prior to the conference.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- The Principal shall respond to the concern in writing within 10 business days of the conference.
- If the disagreement is not resolved at this level, proceed to Step 3.

Step 3: Appeal to the Superintendent of HYPE

- The parent/guardian may appeal the decision of the Director of Academically or Intellectually Gifted Services to the Superintendent of HYPE in writing within 10 business days of the decision. The written request must include concerns and specific points of disagreement.

- The Superintendent will review the written appeal. He may request further information from the child's teacher, the AIG Team, the parents, the principal, and/or the Director of Academically or Intellectually Gifted Services.
- The Superintendent shall respond in writing within 10 business days of receiving the appeal.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- If the disagreement is not resolved at this level, proceed to Step 4.

Step 4: Appeal to the School Board

- The parent/guardian may appeal the decision of the Chief Academic Officer to the school board in writing within 10 business days of the decision. The written request must include concerns and specific points of disagreement.
- The School Board will review the written appeal. He/she may request further information from the child's teacher, the AIG Team, the parents, the principal, and/or the Chief Academic Officer.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- The School Board shall respond in writing within 10 business days of receiving the appeal.
- If the disagreement is not resolved at this level, proceed to Step 5.

Step 5: State Level Grievance Procedure

- If the parent/guardian disagrees with the decision of the Superintendent, they may file a petition for a contested case hearing in accordance with Article 3 of Chapter 150B of the General Statutes, the Administrative Procedures Act, of North Carolina.
- The issues for review shall be limited to:
 - a) Whether the local system improperly failed to identify the student as eligible for services within its gifted education program.
 - b) Whether the local system implemented and provided those services specified within the differentiated gifted education plan.
- Following the hearing, the administrative law judge shall serve the final decision. The administrative law judge shall give a copy of written findings and the decision to the parties and to the State Superintendent of Public Instruction. Attorney's fees are not available to parents in the event they prevail in a due process hearing.

Ideas for Strengthening the Standard:

- Methods for disseminating data to the public

Sources of Evidence:

- Oversight Review Committee log
- Monthly meeting agendas
- Approved AIG budget
- Screening and identification demographic profile logs
- list of resources available
- Documentation of advisement plan of action
- Cluster class directions
- AIG Surveys
- AIG Informational Fact Sheet
- DEP
- Transfer Forms
- Consent for Evaluation
- Procedures to Resolve Disagreement

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H.Y.P.E. Leadership Academy
CMO Measurable Goals and Objectives for Success

The Board of Directors will be responsible for the oversight and governance of the school. Through its management agreement the Board will delegate the responsibility of day-to-day operations and planning to NC Educational Solutions, NCES. NC Educational Solutions will be charged with the responsibility of ensuring the school's academic success, financial viability and operational structure. The Board will evaluate NCES's effectiveness by monitoring progress toward objectives determined by the board, which is supported through the management agreement. It is expected that NCES will report at monthly meetings progress towards set objectives, challenges that have arisen and opportunities or methods to overcome these challenges. NC Educational Solutions's ability to make progress towards, and ultimately reach these goals, will determine the ongoing relationship between the Board and EMO. Legal counsel has confirmed that provisions exist within the contract with NCES that would allow for the school to terminate the contract at any point, with or without cause and without penalty. The established goals and objectives that will serve as a gauge of effectiveness for NCES are as follows:
(Ratings will be based on a 1-Exceeds Expectations, 2 – Meets Expectations, 3 – Working towards Expectations, 1 – Limited to No Progress towards Expectations)

Goal Area	Objective	Rating
Overall Progression	H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.	
Academic Excellence	Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.	
Career Pathways	H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.	

Financial Viability	H.Y.P.E. Leadership Academy will recruit and retain a community of committed students, families, and high-quality staff members who will engage in achieving our mission and vision to produce individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.	
Culture of Leadership	H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.	



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DEFINITION OF DISCIPLINARY ACTIONS:

Conference with student:

Conferences are held for all disciplinary problems. Usually it is also a first step for minor violations resulting in a warning being issued. All behaviors and resolutions will be documented.

Parent Conferences:

A parent conference can be personal or by phone. This can be used as a second disciplinary action or can be required for other violations. All conferences and resolutions will be documented.

Referrals: If a resolution is not created, the student will be referred to school administration by any staff member within the school. All students will be responsible for returning their referral with a parent/guardian signature by the next school day.

Detention: May be served during lunch, classroom celebrations, and before or after school for unacceptable behavior. Students must adhere to the following rules during detention or further administrative action will be taken:

Detention Rules

- Must arrive on time.
- Must remain in detention the entire time 3:05 PM to 4:05 PM.
- Must participate in self-reflection activities assigned by the supervising teacher.
- Electronic devices must be put away the entire time. Visible electronics will be confiscated.
- Must take care of all restroom and personal needs before entering detention.
- Must complete work the entire time. No sleeping, talking, eating or other distracting behavior is allowed.

In-School Suspension: For chronic irresolvable or major discipline problems, a student will remain in ISS. They will work on given class work and a writing assignment given to them by the administrator without talking. They are to ask permission to leave for any reason and will be required to eat their lunch in the ISS room.

Rules for In-School Suspension

- Students will sit in their assigned seats given to them by the office staff.
- While in the in-house room there will be no talking, note writing or any other type of communication.
- Students are responsible for keeping their area clean. Any waste can be kept on their desktop until their break time or end of the school day.
- Students are not allowed to leave their seat unless they have permission to do so.
- Restroom and drinking fountain breaks will be executed as a group at designated times
- There is no food allowed in the in-house room except for the designated lunch period.



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- If a student refuses to follow the in-house rules they will be given an out of school suspension.
- If a student is absent the scheduled day of ISS or misses any part of the day, they will make up any absent time the next day in attendance.

Out of School Suspension: For chronic, irresolvable or severe discipline problems. A student who is suspended out of school will be required to remain in the office or IHS until picked up by a parent or guardian. While in the office they will follow the same routine as an In-House Suspension. Once serving their out of school suspension they are not to be on school grounds during or after school or attend any after school activities. They are to make up all missed assignments and have the same number of days to complete it as they are absent. They will receive an unexcused absence for any time served.

1. Short-Term Suspension (G.S. 115C-390.5)

(a) The School Director shall have authority to impose short-term suspension on a student who willfully engages in conduct that violates a provision of the Code of Student Conduct authorizing short term suspension.

(b) If a student's short-term suspensions accumulate to more than 10 days in a semester, to the extent the School Director has not already done so, he or she shall invoke the mechanisms provided for in the applicable safe schools plan adopted pursuant to G.S. 115C-105.47(b)(5) and (b)(6).

(c) A student subject to short-term suspension shall be provided the following:

(1) The opportunity to take textbooks home for the duration of the suspension.

(2) Upon request, the right to receive all missed assignments and, to the extent practicable, the materials distributed to students in connection with the assignment.

(3) The opportunity to take any quarterly, semester, or grading period examinations missed during the suspension period. (2011-282, s. 2.)

2. Long-Term Suspension (G.S. 115C-390.7)

(a) A School Director may recommend to the superintendent the long-term suspension of any student who willfully engages in conduct that violates a provision of the Code of Student Conduct that authorizes long-term suspension. Only the superintendent has the authority to long-term suspend a student.

(b) Before the superintendent's imposition of a long-term suspension, the student must be provided an opportunity for a hearing consistent with G.S. 115C-390.8.

(c) If the student recommended for long-term suspension declines the opportunity for a hearing, the superintendent shall review the circumstances of the recommended long-term suspension. Following such review, the superintendent (i) may impose the suspension as if it is consistent with board policies and appropriate under the circumstances, (ii) may impose another appropriate penalty authorized by board policy, or (iii) may decline to impose any penalty.



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(d) If a teacher is assaulted or injured by a student and as a result the student is long-term suspended or reassigned to alternative education services, the student shall not be returned to that teacher's classroom unless the teacher consents.

(e) Disciplinary reassignment of a student to a full-time educational program that meets the academic requirements of the standard course of study established by the State Board of Education as provided in G.S. 115C-12 and provides the student with the opportunity to make timely progress towards graduation and grade promotion is not a long-term suspension requiring the due process procedures described in G.S. 115C-390.8. (2011-282, s. 2.)

Expulsion from H.Y.P.E.: In extreme cases expulsion, determined after a disciplinary hearing, from H.Y.P.E. may be necessary. A student who is expelled may not return to the school for a time period equivalent to one full academic school year (G.S. 115C-390.11) At the time a student is expelled under this section, the student shall be provided notice of the right to petition for readmission pursuant to G.S. 115C-390.12.

Due Process for Disciplinary Action

H.Y.P.E. assumes its responsibility to assure every student's right to an equal education opportunity. H.Y.P.E. further assumes its responsibility to assure an atmosphere conducive to learning and the expression of individual responsibility while protecting the individual rights of all students in accordance with standards of due process required by law and accepted standards of fairness. These procedures include a notification of discipline and an opportunity for students to explain their version of what happened. When discipline involves long-term suspension or expulsion, students may also request a formal hearing with an appropriate administrator. This procedure is not designed to deal with ordinary classroom discipline. The law requires that all teachers "maintain good order and discipline" and the H.Y.P.E. joins with parents and students in supporting every reasonable effort of teachers to meet this obligation.

DISCIPLINE & SPECIAL EDUCATION STUDENTS

School officials may suspend a disabled student (as identified by IDEA 2004) for up to ten (10) consecutive school days without implementing procedural safeguards. However, a suspension in excess of ten (10) consecutive school days, or removal from the student's typical educational environment for ten (10) cumulative school days due to a series of behaviors that constitute a pattern, is considered by NC state law to be a "change in placement" (NC 1504-2.7) for which procedural safeguards must be implemented. (Any serious behavior violation meeting criteria for "Special Circumstances" as outlined in NC 1504-2.1(g) is subject to immediate removal of up to forty-five (45) days to an interim alternative educational setting).

Before implementing a suspension for a disabled student for more than ten (10) consecutive school days, the school district must provide due process protection given non-disabled students, and must take the following steps:



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1. Notify the student’s parent or guardian in writing of proposed change in placement; and
2. Convene a Manifestation Determination Meeting and IEP Team Meeting to review available data and decide:
 - a. Did the disability cause, or have a direct and substantial relationship to the act of the Misconduct?
 - b. Did the District’s failure to implement the IEP cause the misconduct?
3. If the answer to either of these questions is YES, H.Y.P.E. must take immediate steps to remedy any deficiencies (as outlined in NC 1504-2.1). If the answer to both questions is NO, a suspension of more than ten (10) consecutive days or exceeding ten (10) cumulative days must be imposed. However, the school district is still responsible for providing special education services during the course of the long-term suspension and an IEPT must be convened to determine what the special education services will be.

At any stage, the parent always has the right to appeal a decision made as part of the IEPT process. In the event of an appeal, the school district must operate under the “stay put” policy allowing the student to remain in the present program. *H.Y.P.E. will follow IDEA 2004 mandates.*

DISCIPLINARY ACTIONS AND MINIMUM PENALTIES:

Every student has the innate right to an education free from being threatened in any fashion. In addition, every teacher has the right to teach, just as every student has the right to learn. Any disruption to this process will not be tolerated. The following is a list of some unacceptable student behaviors and the suggested *minimum* starting penalties. Should a violation not be listed, administrative discretion will be exercised and a proper penalty imposed for the violation.

Violations may have different circumstances and therefore administrative discretion may be imposed to apply appropriate consequences and penalties to each individual situation to ensure fairness.

If a student misses class due to an in school or out of school suspension, they are responsible for speaking with their teacher and making up the work from the class period(s) they missed.

Offense	Definition	K-3 Minimum Penalty	4-8 Minimum Penalty
Dress Code Violation	Out of compliance	Refer to Dress	Refer to Dress



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Minor Infraction (1-5 pts.)	with proper Encore uniform, defined in handbook (untucked shirt will be treated as insubordination)	Code section of handbook	Code section of handbook
Rough housing/verbal confrontation Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior, including acting carelessly and putting others in danger; instigating or engaging in verbal confrontations where abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language used	-Removal from class for designated period of time -Parent contact -Parent conference if necessary	-Removal from class for designated period of time -Parent contact -Up to 5 day out of school suspension
Fighting Major Infraction (10 pts.)	An extreme act of physical aggression that is designed to seriously harm or injure another person	-1 day suspension -Referral to counselor/social worker -Days may increase with the number of violations	-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion; depending on severity of the situation -Days will increase with multiple violations -After 10 days automatic referral for a disciplinary hearing which could result in expulsion.
Insubordination Minor Infraction	Deliberate refusal to obey a reasonable request or order by	-Removal from class for a designated period	-Removal from class -Appropriate form



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<p>(1-5 pts.)</p>	<p>Academy personnel, documented by the Academy personnel and submitted to the office</p>	<p>of time -Parent contact -Parent conference if necessary</p>	<p>of suspension -Continued violation will result in a disciplinary hearing which could result in expulsion from the Academy</p>
<p>Disrespect to Authority Minor Infraction (1-5 pts)</p>	<p>To use inappropriate voice tone, voice level, language, insinuations, mockery, gestures, threats, intimidation, etc.</p>	<p>-In house suspension to out of school suspension -Referral to counselor/social worker -Days may increase with number of violations</p>	<p>-Referral to counselor/social worker -1 day out of school suspension up to dismissal from Academy -Additional day for each additional occurrence up to 10 and/or a disciplinary hearing which could result in expulsion.</p>
<p>Harassment Intermediate Infraction (5-10 pts)</p>	<p>To disturb persistently; torment as with troubles or cares; bother continually; pester; persecute (Please refer to section on bullying for additional information)</p>	<p>-Removal from class for a designated period of time - Parent conference -Referral to counselor/social worker</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Serious Threats Intermediate Infraction (5-10 pts)</p>	<p>Written or verbal threats towards self, another person's life or wellbeing, or the school</p>	<p>-Removal from class for a designated period of time -Investigation by</p>	<p>-Immediate removal from class -Investigation by Administrative staff -Minimum 3 day</p>



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		Administrative staff and when necessary contact to local authorities and child protective services -Parent contact -Recommendation for counseling evaluation if appropriate	suspension- not to return to school until psychological evaluation determined not a threat to self or others. Required to make up all missed assignments if eligible to return to school -Notification to authorities and child protective services if appropriate
Sexual Harassment Intermediate Infraction (5-10 pts)	The making of offensive sexual advances, touching of personal areas, or of sexually offensive remarks, gestures, or acts that make another person feel uncomfortable	-Parent Notification -Removal from class -Referral to counselor/social worker -Recommendation for counseling evaluation	-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker
Forgery Intermediate Infraction (5-10 pts)	Falsely making or altering a writing by which the legal rights or obligations of another person are apparently affected; simulated signing of another person's name to any such writing whether or not it is also the forger's name	-Parent notification -Dependent upon what and how forgery occurred, loss of some form of school privilege to suspension	-Administration determined appropriate form of suspension for situation -Parent notification -Notification of authorities if appropriate



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<p>Profanity or Obscenities</p> <p>Minor Infraction (1-5 pts.)</p>	<p>The use of abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language</p>	<p>-Parent notification -Time out of class to in-school suspension</p>	<p>-1 day of out of school suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Cell Phone</p> <p>Minor Infraction (1-5 pts.)</p>	<p>Possessing or using a cell phone for any purpose during school hours</p>	<p>-1st offense the item will be taken and released only to a parent or legal guardian -2nd offense the item will be kept until the last day of school and released only to a parent or legal guardian -Refusing to surrender a cell phone will result in further disciplinary action</p>	
<p>Bullying</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Harassment or Bullying is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts-i.e. internet, cell phone, personal digital assistant (pda), or wireless handheld device) that is reasonable perceived as being motivated either by any actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or mental, physical, or</p>	<p>-Parent notification -Removal from class for a designated period of time to suspension. In extreme cases a disciplinary hearing will be held which could result in expulsion. -Referral to counselor/social worker</p>	<p>-3 days of out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>



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	<p>sensory disability or impairment or by any other distinguishing characteristic. This also includes ANY behavior that could be perceived as being aimed at intimidating, threatening, or coercing another person. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school sponsored function, or in a school vehicle. <u>Encore Academy adheres to a ZERO TOLERANCE BULLYING POLICY.</u></p>		
<p>Stealing</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To take (the property of another or others) without permission or right, esp. secretly or by force</p>	<ul style="list-style-type: none"> -Return of items or cost of missing items -Parent notification -Time out of class -Loss of some type of school privilege -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -Return of items or cost of missing items -In school suspension to out of school suspension -Days may increase with the number of violations -Recommendation for counseling evaluation if appropriate



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<p>Plagiarism and Academic Dishonesty</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To copy or present someone else's work as your own OR to not be able to distinguish your work from a group of students you are working with</p>	<p>-Consequence is determined by Encore Academy staff and may include withholding credit until the student retakes the class or reproduces the assignment</p>	
<p>Skipping Class/Loitering</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Being out of class during instructional time without a pass, arriving 5 or more minutes late to class without a pass, or not attending class without proper authorization; being present in unauthorized areas in the building or school grounds</p>	<p>-Parent notification to removal from class</p>	<p>-1- offense: Parent notification -2- offense: In school suspension to 2 days out of school suspension</p>
<p>Gambling/Gambling Paraphernalia</p> <p>Intermediate Infraction (5-10 pts)</p>	<p>Being found in possession of gaming paraphernalia such as dice, chips, etc.; exhorting and/or collecting money under betting or unwarranted circumstances</p>	<p>-Parent notification -Child Protective Services notification if appropriate</p>	<p>-Up to 5 days of out of school suspension and dismissal from Encore Academy</p>
<p>Vandalism</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Deliberate defacing or destruction of school or individual student, staff, or guest property</p>	<p>-Student to remove or parent to pay for removal or replacement of damaged property -Time out of class</p>	<p>-Student to remove or parent to pay for removal or replacement of damaged property -1 day suspension and/or a disciplinary hearing which could result</p>



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			in expulsion. - Notification to authorities
Trespassing/Loitering Intermediate Infractions (5-10 pts.)	Students and parents being on school grounds 15 minutes after dismissal or after a school related function, even in a vehicle. Students and/or parents being on school grounds when banned from the school building/property	-Verbal warning; reported to local authorities -After 3 incidents, Child Protective Services will be notified -Dismissal from Encore	
Leaving school without proper authorization Intermediate Infraction (5-10 pts.)	Leaving the premises of the school without following check-out procedures and protocols	-In school suspension to 3 days of out of school suspension	
False Fire Alarm Major Infraction (10-20 pts.)	Deliberately pulling or setting off the fire alarms	-Parents will be fined by the local fire department -1 day suspension	-Parents will be fined by the local fire department -3 day suspension and/or a disciplinary hearing which could result in expulsion.
Possession/Usage of Weapon Major Infraction (10-20 pts.)	Any instrument of attack used to cause serious harm to another	-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion.	-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to



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		<ul style="list-style-type: none"> -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> authorities and Child Protective Services -Recommendation for counseling evaluation if appropriate
<p>Alcohol</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of an intoxicating liquid containing some form of alcohol</p>	<ul style="list-style-type: none"> -Contact Child Protective Services -Appropriate disciplinary action which includes out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -5 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services
<p>Drugs/paraphernalia</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of chemical substances, illegal or otherwise, that affects the central nervous system causing changes in behavior and often addiction. Possession of any equipment used in making, using, or concealing such a substance.</p>	<ul style="list-style-type: none"> -Notification to authorities and Child Protective Services -Appropriate disciplinary action and/or out of school suspension -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -Notification to authorities to 10 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate
<p>Tobacco</p> <p>Intermediate</p>	<p>Possession and/or use of tobacco containing product</p>	<ul style="list-style-type: none"> -Notification to Child Protective Services 	<ul style="list-style-type: none"> -1- offense: 3 day suspension -2- offense: 5 day



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<p>Infraction (5-10 pts.)</p>	<p>including cigarettes, chewing tobacco or other</p>	<p>-Appropriate disciplinary action and/or out of school suspension or disciplinary hearing which could result in expulsion.</p>	<p>suspension and notification to authorities -3- offense: 10 day suspension and notification to authorities and dismissal from the Academy</p>
<p>Fire Type Materials Intermediate Infraction (5-10 pts.)</p>	<p>Possession of fireworks, stink bombs, lighters, matches, smoke bombs, etc.</p>	<p>-Situation subjective -Parent notification -1 day suspension -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate</p>	<p>-3 day suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation to counseling evaluation if appropriate</p>
<p>Compromise of public safety (teachers, staff, and students) Intermediate Infraction (5-10 pts.)</p>	<p>Exhibiting physically aggressive or unsafe behavior including acting carelessly and putting others in danger; disregard for directives and/or authoritative figure</p>	<p>-Out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services if appropriate -Dismissal from Encore</p>	
<p>Weapons usage, arson, criminal sexual conduct Major Infraction (10-20 pts.)</p>	<p>If a student possesses a dangerous weapon in a weapon free school zone (on school property and/or a vehicle used by a school to transport students to or from school property), or commits arson or</p>	<p>-Any student who commits a physical assault against an Academy employee or against a person engaged as a volunteer or contractor for the Academy on Academy property, on an Academy related vehicle, or at an Academy sponsored activity or event will be suspended and may be permanently expelled for a period of not less than 180 days or one full academic school year.</p>	



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	criminal sexual conduct in a school building or on school grounds, the student must be expelled from school permanently, subject to possible reinstatement provided for in the law.	
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PARENT GRIEVANCES

H.Y.P.E. is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

- 1.) The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
- 2.) No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
- 3.) The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
- 4.) Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director’s decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director’s written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop



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the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.

How do I enroll my child at H.Y.P.E. Leadership Academy?

General Enrollment

Enrolling for the next school year:

To enroll for the upcoming school year please check the Open Enrollment process. Open Enrollment will generally take place during the winter or spring months each year. Once the Open Enrollment time period has concluded, all applications are dated and timed in when they are received. Any application that's received during this Enrollment period is considered the same weight. Applications are accepted on a first come first basis for open seats as well as placement on the waiting list, after the completion of Open Enrollment. Once you are notified of your child receiving an open seat, your enrollment is not complete. You must then complete the registration packet in the time period designated to secure your child's seat. If the registration is not completed on time your child may forfeit their placement.

Waiting List:

Names that are placed on the waiting will be contacted as soon as we know we have an open seat available. If we cannot reach you, we will contact the next name on the list. It is important to make sure the information on the application form is the most accurate information. Once you are notified of your child receiving an open seat, your enrollment is not complete. You must then pick up and complete the registration packet in the time period designated to secure your child's seat. If the registration is not completed on time your child may forfeit their placement.

Preference:

1. Limited to no more than fifteen percent (15%) of the school's total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3):
 - a. Children of the school's full-time employees
 - b. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 - a. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1).
3. A student that was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level.
4. A student who was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.

5. A student who was enrolled in another charter school in the state in the previous school year.

During the school year:

To enroll once school is in session, you will need to complete the application form online. The child will either be given an open seat or placed on a waiting list. Available spaces will be given on a first come first serve basis, with the exception of the preference process. Enrollment will remain open during the school year until the designated time the board chooses to close it.

What is Open Enrollment?

Open Enrollment is the process, which opens the acceptance of applications for the next coming school year. All applications received during this window receive the same priority level. What this means is that each application is treated like they were turned in at the exact same time. If we receive more applications than we have space available in a particular grade level then each of those application names is entered into a random selection lottery. During the lottery, with the exception of preferences listed above, each name will be provided a placement in the appropriate grade in the order it is pulled. Once open spaces are filled, the names will continue to be pulled and placed on the waiting list in the order they are pulled, again, with the exception of sibling preference. Sibling preference gives priority to the siblings of students that have already received placement. If your child is going to be entered into the lottery process, you will be notified and can request the Zoom link. If you cannot attend or choose not to attend, attendance is not required; you will be contacted and informed of the results.

If your child receives an open seat during open enrollment, their enrollment is not completed. You will be notified and given a designated time period to turn in the registration packet. If we do not have a working phone number or cannot contact you in a reasonable amount of time, then your child's seat may be forfeited and the next name on the list called.



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H.Y.P.E. Leadership Academy Graduation Requirements

NCDPI Future Ready Course of Study Requirements (22 credits)	H.Y.P.E. Leadership Academy Graduation Requirements (26 credits)
4 English Credits: English I, II, III, IV	4 English Credits: English I, II, III, IV
4 Math Credits: NC Math 1, NC Math 2, NC Math 3, a 4th Math	4 Math Credits: NC Math 1, NC Math 2, NC Math 3, a 4th Math
3 Science Credits: Earth Science, Biology, a Physical Science	3 Science Credits: Earth Science, Biology, a Physical Science
4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance	4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance
1 Health and P.E. Credit	1 Health and P.E. Credit
2 Electives Credits: Any combination of CTE, Arts, world language	2 Consecutive World Languages
4 Additional Electives: of CTE, Arts, Dual enrollment courses, PLTW, AP, etc.	4 Electives from their Selected Pathway: CTE, Dual Enrollment, AP, etc.
Volunteer Hours: 50 per year	Volunteer Hours: 50 per Year
	4 LiM Electives



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3 Science Credits: Earth Science, Biology, a Physical Science	3 Science Credits: Earth Science, Biology, a Physical Science
4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance	4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance
1 Health and P.E. Credit	1 Health and P.E. Credit
2 Electives Credits: Any combination of CTE, Arts, world language	2 Consecutive World Languages
4 Additional Electives: of CTE, Arts, Dual enrollment courses, PLTW, AP, etc.	4 Electives from their Selected Pathway: CTE, Dual Enrollment, AP, etc.
Volunteer Hours: 50 per year	Volunteer Hours: 50 per Year
	4 LiM Electives



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- Dual Enrollment opportunities and North Carolina Virtual Public Schools will enhance this list as necessary to support additional student needs at appropriate time in partnership development..

	Year 1	Year 2	Year 3	Year 4	Year 5
English	I,II	I, II, III	I, II, III, IV	I, II, III, IV - Honors classes available through NCVPS	I, II, III, IV - Honors classes available through NCVPS
Science	Earth and Environmental Science, Biology	Earth and Environmental, Biology, Chemistry	Earth and Environmental, Biology, chemistry, Physical Science	Earth and Environmental, Biology, Chemistry, Physics, Physical Science - Honors classes available through NCVPS	Earth and Environmental, Biology, Chemistry, Physics, Physical Science- Honors classes available through NCVPS
Social Studies	American History, World History	American History, world History, Founding principles of the US and NC	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance - Honors Classes available through NCVPS	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance - Honors Classes available through NCVPS
Math	NC Math 1, NC Math 2	NC Math 1, NC Math 2, NC Math 3	NC Math 1, NC Math 2, NC Math 3, NC Math 4 - Honors available through NCVPS	NC Math 1, NC Math 2, NC Math 3, NC Math 4 , PreCalculus Honors - Additional Honors available through NCVPS	NC Math 1, NC Math 2, NC Math 3, NC Math 4 , PreCalculus Honors, Discrete Math - Additional Honors available through NCVPS
World Language	Spanish I,II, American Sign Language I, Arabic I	Spanish I, II, III, American Sign Language I, II,Arabic	Spanish I, II, III, IV, American Sign Language I, II, III,	Spanish I, II, III, IV, American Sign Language I, II, III,IV,	Spanish I, II, III, IV, American Sign Language I, II, III,IV,



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	- All World Languages will be taken through NCVPS	I, II - All World Languages will be taken through NCVPS	Arabic I, II, III - All World Languages will be taken through NCVPS	Arabic I, II, III, IV - All World Languages will be taken through NCVPS	Arabic I, II, III, IV - All World Languages will be taken through NCVPS
Health and Physical Education	Health Education I, Physical Education I	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II
Entrepreneurship Electives	Business Law I, Speech I, and Debate I - Offerings through NCVPS: Entrepreneurship I, Accounting I, Leadership Development	Business Law I, Business Law II, Speech I, II, and Debate I, II, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development
Athletics Electives	Health Science I, Fundamentals of Athletic Training, Speech I, and Debate I - Offered through NCVPS : career management, Food & Nutrition I, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, Speech I, II and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development
College-Preparation Electives	Yearbook, General music, dance beginning, dance intermediate, and	Yearbook, General music, dance, beginning, dance intermediate, and	Yearbook, General music, dance beginning, intermediate, and	Yearbook, General music, dance beginning, intermediate, and	Yearbook, General music, dance beginning, intermediate, and Speech I, II, and



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	Speech I, and Debate I - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development	Speech I, II, and Debate I, II - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, Journalism, Music appreciation	Speech I, II, and Debate I, II, III, Band Beginning - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation	Speech I, II, and Debate I, II, III, IV, band beginning, intermediate - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation	Debate I, II, III, IV =, band beginning, intermediate - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation
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H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

<i>This is a draft of the preliminary startup plan for H.Y.P.E. Leadership Academy. It identifies major tasks, general timelines, and persons responsible for completing each task.</i>			
TASK	Start Date	Finish Date	Responsible Parties
Adopt bylaws	March, 2023	March, 2023	BOARD
Adopt Articles of Incorporation and file	March, 2023	March, 2023	BOARD
Elect officers	March, 2023	March, 2023	BOARD
Set terms of office	June, 2023	June, 2023	BOARD
Adopt Board Policies	March, 2023	March, 2023	BOARD
Secure Board Insurance Policies	January, 2024	January, 2024	NCES
Apply for Employer Identification Number	January, 2025	January, 2025	NCES
Board Meeting Calendars published	June, 2023	June, 2023	BOARD, NCES
Execute Lease Agreement	July, 2025	July, 2025	BOARD, NCES
Execute Service Agreement	July, 2025	July, 2025	BOARD, NCES
Establish Open Enrollment Dates	January, 2025	January, 2025	BOARD
Publish Parent-Student Handbook	January, 2025	January, 2025	NCES
Establish Student Reporting (method, timing system)			
February, 2024	February, 2024	NCES	
School setup in general ledger	February, 2024	February, 2024	NCES
Account number setup within general ledger	February, 2024	February, 2024	NCES
MICR set up - check setup with general ledger	February, 2024	February, 2024	NCES
Assign Business Analyst and Accounts Payable Accountant	February, 2024	February, 2024	NCES
Setup General/Board Bank Accounts	February, 2024	February, 2024	NCES
Financial reporting setup (method, timing, system, format)	March, 2024	March, 2024	NCES
Budget/cash flow/other financial reporting established	March, 2024	March, 2024	NCES
Determine special education funding procedures	March, 2024	March, 2024	NCES
Contact surrounding districts for billing purposes (if applicable)	March, 2024	March, 2024	NCES
Local payroll taxes % and tax number applied for	March, 2024	March, 2024	NCES
Obtain State School ID	March, 2024	March, 2024	NCES
Draft of Facilities Timeline			
Create a list of all subcontractors for the project	February, 2024	February, 2024	NCES
Issue Notice of Commencement	February, 2024	February, 2024	NCES
Construction of Facility (Date subject to change)	February, 2024	April, 2025	NCES
Identify options for temporary offices surrounding the school	February, 2024	March, 2024	NCES

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Establish temporary office	April, 2024	April, 2024	NCES
Review substantial completion documentation and submit to general contractor	February, 2024	April, 2024	NCES
Establish custodial services program	June, 2025	June, 2025	NCES
Establish food service program	January, 2025	January, 2025	NCES
Develop traffic plan	June, 2025	June, 2025	NCES
Ensure building is keyed	April, 2025	April, 2025	NCES
Hold on-site meeting to educate school Leadership on building mechanical systems	June, 2025	June, 2025	NCES
Lunch program equipment installed	June, 2025	June, 2025	NCES
Health department inspection and application for food service license	July, 2025	July, 2025	NCES
Conduct code, fire and safety inspections	April, 2025	April, 2025	NCES
Certificate of Occupancy obtained	April, 2025	May, 2025	NCES
School Staff Move In Starts	July, 2025	July, 2025	NCES
Draft of Admissions Timeline			
Establish Direct mail Program	February, 2024	March, 2024	NCES
Develop Media Plan	February, 2024	March, 2024	NCES
Create School Website	February, 2024	March, 2024	NCES
Determine dates and location for all Parent Information Meetings	February, 2024	March, 2024	NCES
Set date for Groundbreaking Ceremony	February, 2024	February, 2024	NCES
Hold groundbreaking ceremony	March, 2024	March, 2024	Board, NCES
Conduct Parent information Meetings - monthly at minimum	January, 2024	January, 2025	NCES
Execute media and direct mailing plans	January, 2024	January, 2025	NCES
Send legal notice for open enrollment to newspaper	October, 2024	November, 2024	NCES
Open enrollment	January, 2025	March, 2025	NCES
Enter applications into PowerSchool (School Information System)	April, 2025	August, 2025	NCES
Send school newsletters to all applicant families	March, 2025	August, 2025	NCES
Determine if lottery needs to be done	March, 2025	March, 2025	NCES
Send lottery letter to all who applied or acceptance package	March, 2025	March, 2025	NCES
Conduct lottery	March, 2025	March, 2025	NCES
Send out acceptance packages, waiting list letters if lottery is needed	March, 2025	March, 2025	NCES
Acceptance Letter follow-up sent to those who did not return Application Verification Form	June, 2025	August, 2025	NCES
Verify immunizations, birth certificates and proof of residency	June, 2025	August, 2025	NCES

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Create forms package for Open House including Home Language Questionnaire, and send emails	June, 2025	August, 2025	NCES
Send invitations and forms package to all accepted and registered families	May, 2025	August, 2025	NCES
Conduct Open House	August, 2025	August, 2025	NCES
Hold Ribbon Cutting Ceremony	June, 2025	July, 2025	NCES
Teachers welcome students	August, 2025	August, 2025	NCES
Draft of Recruitment/Staffing Timeline			
Director Hired	February, 2024	February, 2025	BOARD, NCES
School office manager hired, trained and on staff	February, 2025	February, 2025	NCES
Recruit teachers/Identify candidates	February, 2025	June, 2025	NCES
Staff Hired	February, 2025	June, 2025	BOARD, NCES
Draft of Human Resources Timeline			
Create new school positions in HR/Payroll	February, 2025	February, 2025	NCES
Establish an unemployment account	February, 2025	February, 2025	NCES
Obtain new hire paperwork and background checks	February, 2025	June, 2025	NCES
Obtain compliance documentation - licenses, certifications, etc.	February, 2025	June, 2025	NCES
Setup school for all benefit plans	February, 2025	February, 2025	NCES
Identify medical center	February, 2025	February, 2025	NCES
Notify workers comp	February, 2025	February, 2025	NCES
Send employment law posters by first day of school	June, 2025	June, 2025	NCES
Draft of School Quality Timeline			
Before or after school care identified and set up at school	July, 2025	July, 2025	NCES
Develop classroom assignments	July, 2025	July, 2025	NCES
Identify students with IEP's and/or potential need for 504's	April, 2025	August, 2025	NCES
Setup Classrooms	July, 2025	July, 2025	NCES
Finalize School Calendar	January, 2025	January, 2025	BOARD, NCES
Draft of Purchasing Timeline			
Establish Amazon, School Outfitters, and other vendor accounts for the school	February, 2025	February, 2025	NCES
Setup and train requestors and approvers for requisitions	February, 2025	February, 2025	NCES
Furniture/Curriculum/IT/Equipment ordered	February, 2025	February, 2025	NCES
Furniture/Curriculum/IT/Equipment delivered	April, 2025	May, 2025	NCES
Furniture/Curriculum/IT/Equipment installed	May, 2025	July, 2025	NCES
Draft of Information Technology Timeline			

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Network cabling	March, 2025	March, 2025	NCES
Installation of T1 for data and Router	April, 2025	April, 2025	NCES
Phone system and phone equipment ordered	March, 2025	March, 2025	NCES
School host server ordered	March, 2025	March, 2025	NCES
Computing technology equipment ordered	March, 2025	March, 2025	NCES
Router and switches equipement order	March, 2025	March, 2025	NCES
Installation of phone lines	April, 2025	April, 2025	NCES
Installation of phone system	April, 2025	April, 2025	NCES
Phone number for permanent site	April, 2025	April, 2025	NCES
Phones installed	April, 2025	April, 2025	NCES
Computers installed	May, 2025	May, 2025	NCES
UPS installed	May, 2025	May, 2025	NCES
Switches installed	May, 2025	May, 2025	NCES
School host server installed	May, 2025	May, 2025	NCES
PowerSchool online and set up for school staff	May, 2025	May, 2025	NCES
Multi-function printers and servers installed	May, 2025	May, 2025	NCES
Draft of Instructional Support Timeline			
New Director Training	February, 2024	February, 2025	NCES
New Office Manager Training	February, 2025	February, 2025	NCES
New Teacher Orientation and Professional Development	August, 2025	August, 2025	NCES
FIRST DAY OF SCHOOL	26-Aug-25	26-Aug-25	EVERYONE!!!!



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H.Y.P.E. Leadership Academy

Job Descriptions

Job Title:	Director/Principal
Contract:	12 Months
Reports To:	NC Educational Solutions, Inc. (“NC Educational Solutions”)
Employed By:	NC Educational Solutions/The Board of Directors

Job Summary:

The Administrator/Principal is responsible for providing instructional, operational and administrative leadership. He/she will organize, supervise and evaluate development of curriculum, School programs, staff, and student achievement, while overseeing the day-to-day operations of the School.

Performance Duties:

- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Develop a plan for achieving the School’s vision and establish annual objectives and strategies.
- ◆ Work with day-to-day operations of purchasing goods and services.
- ◆ Attend Board of Directors’ meetings and provide educational leadership updates as necessary.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or The Board of Directors/NC Educational Solutions.
- ◆ Provide feedback in the development of and monitor implementation of manuals, guidelines and reports on State educational policies and practices for distribution to the School.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create high performance teams of instructional and support staff, parents and community.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Recruit, participate in interview, and recommend hiring of school staff.
- ◆ Supervise and evaluate administrative, instructional and support staff.
- ◆ Maintain complete and accurate records of the entire school program.
- ◆ Consult with parents/guardians regarding school academic and behavioral progress.
- ◆ Disseminate information and promote a sense of community involvement between school and parents, civic and business community.
- ◆ Monitor student behavior and address major code of conduct violations.
- ◆ Admit and transfer students.
- ◆ Other duties as assigned.

Requirements:

- ◆ Master's degree in education field preferred.
- ◆ Must comply with all applicable laws related to the any required Administrator certificate.
- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Exemplary experience in teaching and learning environment.
- ◆ Two (2) years of administrative or comparable experience preferred.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Evidence of recent roles as conference workshop facilitator or presenter.
- ◆ Ability to communicate professionally in oral and written capacity displaying knowledge of current methodologies and research in education and instruction.
- ◆ Evidence to support community involvement and leadership.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Vice Principal
Contract: 12 Months
Reports To: Principal
Employed By: NC Educational Solutions

Job Summary:

The Vice Principal is responsible for providing assistance to the Principal for instructional, operational and administrative leadership. He/she will participate in organizing, supervising and evaluating development of daily instruction, staff, and student achievement, while overseeing the day-to-day student behavior within the School.

Performance Duties:

- ◆ Monitor and Enforce School Code of Conduct and administer discipline.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students receiving support from Vice Principal.
- ◆ Communicate with parents and teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Provide educational leadership.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Provide instructional leadership through observations and regular consistent daily walk-in's and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create high performance teams of instructional and support staff, parents and community.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Participate in recruiting and selecting and transitioning new hires.
- ◆ Supervise and evaluate direct educational teams.
- ◆ Maintain complete and accurate records of designated School programs.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ◆ Other duties as assigned by school principal.

Requirements:

- ◆ Master's Degree in Education preferred.
- ◆ Must comply with all applicable law related to the Administrator's certificate.

- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Exemplary teaching experience.
- ◆ Two (2) years of administrative or comparable experience preferred.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Evidence of recent roles as conference workshop facilitator or presenter.
- ◆ Verbal and written communication skills.
- ◆ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Evidence to support community involvement and leadership.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Teacher (Assigned Teaching Area)
Contract: School Year
Reports To: Administrator/Principal
Employed By: Board of Directors and NC Educational Solutions

Job Summary:

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ◆ Participate in school fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ North Carolina teacher certification.
- ◆ Teaching experience preferred.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Counselor
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under the direction of the Administrator/Principal, the Counselor will assist in the supervision of support staff and facilitate School programs. The Counselor will also provide personal, social and educational counseling to the students of H.Y.P.E. Leadership Academy.

Performance Duties:

- ◆ Supervise students.
- ◆ Counsel students.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants.
- ◆ Utilize technology.
- ◆ Assume other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet NC SBE requirements for certification as applicable.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Social Worker
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under the direction of the Administrator/Principal, the Social Worker will assist in the supervision of support staff and facilitate School programs. The Social Worker will also provide personal, social and educational therapy to the students and families of H.Y.P.E. Leadership Academy.

Performance Duties:

- ◆ Supervise students.
- ◆ Counsel students.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants.
- ◆ Utilize technology.
- ◆ Assume other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet NC SBE requirements for certification and licensing through state and Office of Special Education as applicable.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Program Coordinator (Title 1, RTI, Special Ed, Student Achievement, Integration)
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

The Program Coordinator is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ◆ Participate and provide guidance for the RTI team.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.

- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Participate in recruiting, selecting and hiring of Program staff.
- ◆ Supervise and evaluate Program staff.
- ◆ Maintain complete and accurate records of the entire designated program.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ Master's degree and/or Program Specific Endorsement preferred.
- ◆ North Carolina teacher certification.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Program Director (Preschool, other)
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

The Program Director is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of program specific students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.

- ◆ Participate in recruiting, selecting and hiring of Program staff.
- ◆ Supervise and evaluate Program staff.
- ◆ Maintain complete and accurate records of the entire designated program.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Handle the coordination and maintenance of all licensing documents for program.
- ◆ Other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ Master's degree and/or Program Specific Endorsement preferred.
- ◆ North Carolina teacher certification.
- ◆ Meet all State licensing requirements.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Office Manager/Director
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Compile data for state and federal reports.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Maintain School's calendar of events.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Handle collection and submission of financial documents to accounting firm.
- ◆ Collect and report payroll to ESP.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Implements enrollment procedures and processes.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Administrative Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Compile data for Board of Directors; state and federal reports.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Maintain Administrator/Principal's calendar.
- ◆ Maintain School's calendar of events.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Secretary
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Office Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Arranges School Fundraisers
- ◆ Assists Administrator/Principal in marketing needs.
- ◆ Assists with food service reporting and accounting.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Maintenance/Custodian
Contract: Extended Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under supervision of Administrator/Principal, maintain School and School grounds, performing a wide range of cleaning, maintenance and repair duties.

Performance Duties:

- ◆ Keep building clean of graffiti.
- ◆ Paint as needed.
- ◆ Perform routine maintenance – replace light bulbs, repair leaky faucets, move office and classroom furniture.
- ◆ Keep surrounding grounds free from litter and all inappropriate material.
- ◆ Repair equipment as needed.
- ◆ Make deliveries as needed.
- ◆ Receive and transport deliveries to designated locations.
- ◆ Clean and sanitize cafeteria daily.
- ◆ Clean and restore areas as needed in the event of student illness.
- ◆ Handle all electrical, plumbing, carpentry and other general maintenance repairs.

Requirements:

- ◆ High school diploma or equivalent.
- ◆ Ability to lift or push furniture and cleaning equipment; ability to do job with or without accommodations.
- ◆ Ability to utilize standard cleaning equipment and industrial equipment (polisher, buffer, etc.).
- ◆ Ability to safely utilize chemical cleaners and disinfectants.
- ◆ Self-motivated and high level of initiative.
- ◆ Previous experience necessary.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Be familiar with state and federal codes and regulations.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Para-Professional
Contract: School Year
Reports to: Administrator/Principal or Program Coordinator/Director
Employed By: NC Educational Solutions

Job Summary:

Working to assist the classroom Teacher with student learning to increase student achievement, and work with the educational team to develop and implement the School and/or classroom program.

Performance Duties:

Assist the classroom Teacher to do the following:

- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare projects.
- ◆ Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by the classroom Teacher.

Requirements:

- ◆ Associate Degree or equivalent 60 credit hours or pass competency test.
- ◆ Experience preferred.
- ◆ Ability to work with young people.
- ◆ Willingness to participate in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: RTC Director
Contract: School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Coordinate the Responsible Thinking Classroom (“RTC”) program.

Performance Duties:

- ◆ Assist Administrator/Principal with student discipline through the RTC Program.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students served through the RTC Program.
- ◆ Communicate with parents and Teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ Associate degree or two (2) years of college preferred.
- ◆ Previous experience with student discipline preferred.
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency.
- ◆ Ability to create database, forms, tables, charts, records, spread sheets, etc., utilizing appropriate computer software.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Alumni Success Coach/Special Populations Transition Coach
Reports To: Counselor
Employed By: NC Educational Solutions

Job Summary:

The Alumni Success Coach is responsible for supporting students in their transition to and successful completion of a two or four-year college or university degree, and their subsequent move to post-educational options such as employment or graduate school.

Performance Duties:

- Support those students who are in a post-secondary program to be successful academically and in co-curricular activities.
- Develop a strategic travel plan to visit students on their college campuses. The Alumni Success Coach will be responsible for grouping trips (locally or regionally) to ensure maximum impact.
- Provide guidance within financial aid issues, transferring schools, small financial assistance support, social connectedness, and other barriers to the successful completion of a post-secondary educational program.
- Provide focused support to students in local community colleges, providing opportunities for students to receive both peer and mentor support.
- Ensure that each student has a plan in place for transferring to a four-year college or university if this is the student's goal.
- Create plan for current juniors at H.Y.P.E. Leadership Academy to provide care packages to students attending post-secondary educational institutions.
- Support current H.Y.P.E. Leadership Academy staff to help create a post high school plan for each student with a focus on how to successfully transition into the first year of a post-secondary program.
- Support high school seniors in applying for post-secondary educational opportunities and scholarships, as well as preparing for this transition.
- Develop a yearly communication plan for students at post-secondary sites. This plan would include an annual social gathering for program participants.
- Provide overall leadership in assisting high school and post-secondary students to find and be competitive for employment and or internship opportunities during the summer and or after completing their post-secondary education.
- Provide support to those students who are within a year of completing their postsecondary education to put together a plan for gaining employment or further schooling, and support them in its implementation.
- Track the results of students involved in the Alumni Support Program, to use for program evaluation.
- Adhere to program budget; turn in timesheets monthly, and output/outcome and program. Receipts bimonthly as requested by administrative staff.
- Other duties and responsibilities as assigned.

Traits of a H.Y.P.E. Leadership Academy Alumni Success Coach

- Strong analytical, communication and writing skills.
- Ability to work well with students and their families and colleagues.

- Ability to travel via auto and air to support college students.
- A high threshold for stress and a tireless commitment to excellence in all endeavors.
- A "Whatever it Takes" attitude.

Supervisory Responsibilities:

This position does not have any supervisory responsibilities.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Bachelor's degree (B. A. / B.S.) from four-year college or university required. Master's Degree is desirable but not required. Previous 9th - 12th grade educational experience highly desirable. Demonstrated successful work with teens and parents highly desirable.

Language Skills:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from parents, students, and administration. Ability to effectively present information to top management, public groups, and/or boards of directors.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

To perform this job successfully, an individual should be competent in Microsoft Office applications (Outlook, PowerPoint, Word, and Excel) and ability to learn and use computer software as necessary. Ability to use basic office equipment.

Safety Duties & Responsibilities:

Every H.Y.P.E. Leadership Academy employee has an obligation to know the Academy's safety rules and procedures; to teach what they know to others; to recognize unsafe actions and situations; to warn others of unsafe situations; to react to emergency situations and to report hazardous or unsafe practices to those in a position to correct them.

Physical/Mental Demands:

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is regularly required to sit and use the wrists, hands and/or fingers, The employee is occasionally required to stand; walk; climb or balance, The employee must occasionally lift and/or move up to 25 pounds, Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus, Work at a desk and computer screen for extended periods of time.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level is moderate and may have frequent interruptions. There may be activity from other employees and students of a distracting nature.

Other Qualifications:

Satisfactory criminal records check, pre-hire and annually thereafter, if applicable. Must be eligible to work in the United States and provide work authorization. Those with a willingness to make a 3-5 year commitment to the position will be preferred.

Modification of Duties & Essential Functions:

H.Y.P.E. Leadership Academy retains the right to change and/or modify the duties and essential functions of this position at any time. This job description is not intended to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the employee.

Job Title: Dean of Students
Contract: 12 Months
Reports To: Principal
Employed By: NC Educational Solutions

Job Summary:

The Dean of Students is responsible for providing assistance to the Principal, Vice Principal, and Staff for operational and disciplinary supervision. He/she will participate in all roles associated with the supervision of daily student success.

Performance Duties:

- ◆ Monitor and Enforce School Code of Conduct and administer discipline.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students receiving support from Vice Principal.
- ◆ Communicate with parents and teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Provide student management support to teaching staff through guidance, meetings, and feedback from observations.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Maintain complete and accurate records of designated School programs.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by the school principal.

Requirements:

- ◆ Bachelor Degree Required. Working toward a Masters in Administration Preferred.
- ◆ Minimum 2 Years of Exemplary Teaching Experience Preferred.
- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Verbal and written communication skills.
- ◆ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

H.Y.P.E. SAMPLE Academy Behavior Matrix

LIM Habits	Classroom	Hallway	Restroom	Cafeteria	Recess	Arrival & Dismissal
Creating Positive Synergy	<p>SOUND LEVEL: Following designated sound levels from adults. (Level 0 - direct teaching talking only when called on; Level 1 - whispers to partners; Level 2 - conversational level group work; Level 3 - Singing or Choral Response; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions, Track the speaker</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>RESPONSIBILITY: Ask permission before using others' belongings.</p>	<p>SOUND LEVEL: Remaining quiet (Level 0 - no talking; Level 2 - speaking to an adult; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow direction of the teacher/adult</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>	<p>SOUND LEVEL: Remaining quiet (Level 0 - no talking; Level 2 - speaking to an adult; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Waiting patiently in-line</p> <p>ACTIONS: Clean up after yourself</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 3 - singing or choral response; Level 4 - group discussion; Level; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>MOVEMENT: Walk on the right side of the hall to and from</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>RESPONSIBILITY: Include all Tigers as appropriate</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>MOVEMENT: Walk directly to bus or designated area for pick-up</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>
Be Proactive and Safe	<p>ACTIONS: Keep hands, feet, and objects to yourself.</p> <p>MOVEMENT: Walk at all times; Line up appropriately.</p> <p>ACTIONS: Remain in assigned area</p> <p>RESPONSIBILITY: Keep your area, desk, and floor clean</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>MOVEMENT: Walk at all times</p> <p>MOVEMENT: Walk on the right side of the hallway</p> <p>MOVEMENT: Walk facing forward.</p> <p>ACTIONS: Keep hands, feet, hands objects to yourself</p> <p>ACTIONS: Use materials appropriately.</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>MOVEMENT: Use equipment appropriately</p> <p>ACTIONS: Wash your hands</p> <p>ACTIONS: Clean up after yourself</p> <p>RESPONSIBILITY: Report to an adult any problems</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>ACTIONS: Follow directions of adults.</p> <p>MOVEMENT: Walk with both hands on your tray</p> <p>ACTIONS: Stay in your seat. Raise hand for assistance or to move locations.</p> <p>ACTIONS: Protect other's allergies by not sharing food.Keep food on your own tray.</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 3 - singing or choral response; Level 4 - group discussion; Level; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Walk directly to assigned areas</p> <p>ACTIONS: No physical contact games</p> <p>ACTIONS: Use equipment appropriately</p> <p>MOVEMENT: Move in a safe manner whether walking or running outside</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Walk directly to assigned areas</p> <p>Walk facing forward</p> <p>Walk on the right of the hall</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>

H.Y.P.E. SAMPLE Academy Behavior Matrix

<p>Begin with the end in Mind</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ACTIONS: Be prepared for class with your materials</p> <p>ACTIONS Stay on task</p> <p>ACTIONS: Complete/ return your own work in a timely manner</p> <p>RESPONSIBILITY: Use materials appropriately.</p> <p>RESPONSIBILITY: Use a growth mindset</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>MOVEMENT: Walk to and from your location as designated</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>MOVEMENT: Remain in your own personal space</p> <p>RESPONSIBILITY: Clean up after yourself appropriately</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ACTIONS: Get everything you need before you sit down.</p> <p>MOVEMENT: Raise your hand if you need help or to be excused to go to restroom</p> <p>RESPONSIBILITY: Use trash can for trash</p>	<p>ACTIONS: Wear appropriate outdoor attire as necessary.</p> <p>ACTIONS: Play in a way that is mindful of yourself and others</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ARRIVAL RESPONSIBILITY: Be on time, with materials, and prepared to learn</p> <p>RESPONSIBILITY: Have all needed materials before entering or leaving the classroom</p> <p>DISMISSAL RESPONSIBILITY: Leave only with the person you should</p>
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Measurable Objective	Goal	Year 1	Year 2	Year 3	Year 4	Year 5
Academic Proficiency	<p>On average K-8 students will demonstrate college readiness standards on the End-of-Grade Exams with a 3 and above in Reading, Math, and in grades 5 and 8, Science.</p> <p>When High School is added, HS students will average scores of: 3 or better on Math 1, English 2, Biology and Math 3 End-of- Course Exams; a 19.8 or better on the ACT, and a silve or better on the ACT WorkKeys exam.</p>	<p>Baseline Data will be obtained in Year 1. We anticipate based on county student performance to be between the 30-40th percentile.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 2 goal will be a 10 percentile point increase.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 3 goal will be a 10 percentile point increase from year 2.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 4 goal will be a 10 percentile point increase from year 3.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 5 goal will be a 10 percentile point increase from year 4.</p> <p>Year 5: Math 1 EOC 60% proficient. English 2, Biology, ACT, WorkKeys Not Applicable.</p> <p>In subsequent year, year 5 goal will be a 5 percentile point increase from the previous year.</p>
Academic Growth	<p>90% of K-8 students will reach their individual growth target as established and tested by End-of-Grade Proficiency scores.</p> <p>When HS is added, 90% of 9-12 students will reach their individual growth target as measured by the End-Of- Course proficiency scores, ACT, and ACT WorkKeys exams.</p>	<p>Baseline Data will be obtained in Year 1. We anticipate based on experience with this assessment that it will take time to reach this goal.</p> <p>Year 1: 70%</p> <p>Not Applicable until Year 5</p>	<p>Year 2: 75%</p> <p>Not Applicable until Year 5</p>	<p>Year 3: 80%</p> <p>Not Applicable until Year 5</p>	<p>Year 4: 85%</p> <p>Not Applicable until Year 5</p>	<p>Year 5: 90%</p> <p>Baseline Data will be obtained in year 5. We anticipate year 1 will be 70%, with a 5% increased in expectations per subsequent year.</p>



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Location	Male	Female	White	Black	Hispanic	American Indian	Asian	Pacific Islander	Two/More
District (HOKE)	53%	47%	24.40%	32.80%	23.20%	7.70%	0.80%	0.30%	10.80%
State	51.30%	48.70%	44.62%	24.70%	20.48%	1.08%	3.82%	0.14%	5.13%



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H.Y.P.E. Leadership Academy **Admission Policy**

Enrollment:

As a charter school in the state of North Carolina, H.Y.P.E. Leadership Academy will be open to all pupils in grades K-12 (following the grade expansion plan) who are qualified for admission to a public school under the laws of the State of North Carolina and who reside within the state of North Carolina. It is expected that the majority of students will reside in Raeford or Fayetteville. The school will likely serve students from Hoke, Cumberland, Robeson, and Moore Counties. Within one year after the charter school begins operation, the population of the school shall reasonably reflect the racial and ethnic composition of the special population that the school seeks to serve residing within the local school administrative unit in which the school is located.

H.Y.P.E. Leadership Academy will be open to all students entering the grades served by the school, subject to the provisions of the enrollment policy, with the only limit being the number of available seats. In administering the admission requirements set forth below, no admission decision shall discriminate against any student based on intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

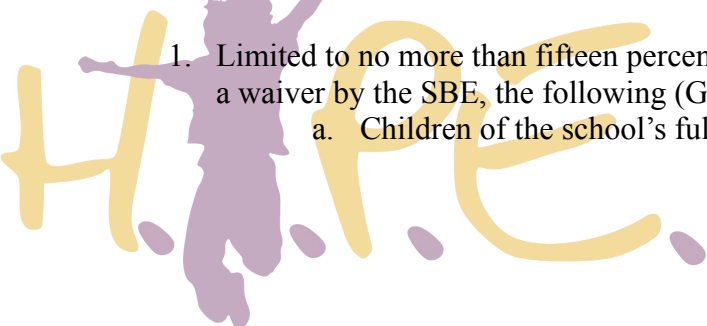
In accordance with the law in the state of North Carolina, H.Y.P.E. Leadership Academy may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired (G.S. 115C-390.5 through 390.11) (Chapter 115, Article 27).

Upon final State Board of Education approval, the school will have an open enrollment period starting on or approximately mid-January of each year with a duration of **30 consecutive days**. After the first year, in the weeks prior to the open enrollment period, the school will conduct an "Intent to Return" period where current students will have the opportunity to claim their continuation for the upcoming school year. If the number of applicants exceeds the number of spots available, there will be an open and public lottery on a subsequent date, decided by the school. There will be written notice of the open lottery stating its purpose and it shall be posted, published, and advertised pursuant to NCGS 143-318.12.

Enrollment Preference:

After returning students are placed in their next grade, preference would be afforded to the following ordered categories of applicants:

1. Limited to no more than fifteen percent (15%) of the school's total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3):
 - a. Children of the school's full-time employees





- b. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students who have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 - a. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1)).
3. A student that was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level.
4. A student who was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.
5. A student who was enrolled in another charter school in the state in the previous school year

Random Selection Drawing (RSD or Lottery):

1. The lottery will be held in a public forum and will be easily understood and followed by all observers.
2. The lottery will be held the week after the closing of the open enrollment period, at 5:00pm at the school.
3. To minimize the risk of bias, the school will utilize an independent 3rd party software to conduct the lottery.
 - a. The school will utilize PowerSchool Enrollment for their lottery process.
 - i. Students register through PowerSchool Enrollment.
 - ii. The day of the lottery, students are assigned a code for their drawing
 - iii. The system will process all records randomly and place them in their grade level
 - iv. The system will continue processing until all applications from the lottery have filled out the seats and initial wait list.
4. If there are more Enrollment Preferences than spaces available, an enrollment preference lottery will be held prior to the general lottery. This process will mirror the general lottery.
5. All remaining students whose applications were filed by the application deadline, known as open enrollment, and are not a part of enrollment preference, will be entered into the lottery.
6. A drawing of names will then be held until all spaces are filled.
7. Lottery procedures for sibling:
 - a. If siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the siblings applying at the same time. If that surname of the siblings is selected, then all the siblings shall be admitted to the extent that space is available and does not exceed the grade level capacity.



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- b. If multiple birth siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the multiple birth siblings applying at the same time. If that surname of the multiple birth siblings is selected, then all the multiple birth siblings shall be admitted.
8. Once all seats for a grade are filled, any names drawn from that grade will be entered onto a wait list in the order that they are drawn.
9. Parents will be notified of student acceptance or status on the wait list by email and phone call. Parents will have 72 hours to decide on acceptance and arrange pick up of the student's enrollment packet.
10. When an opening becomes available at a grade level, students will be admitted from the wait list.



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H.Y.P.E. Leadership Academy Board of Directors

Mission Statement

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.

H.Y.P.E. Vision

H.Y.P.E. Leadership Academy will build a culture of leadership, marked by relational ownership, and rooted in contextual literacy, creating the next generation of entrepreneurs.

In essence, H.Y.P.E. Leadership Academy seeks to create the leaders of success not just for the students it serves, but the entire community.

Agenda

**Board Meeting – April 25th, 2023
5:30 PM**

**Location – The Capitol Encore Academy
200 Mason St
Fayetteville, NC 28301**



Call to Order

By:

At:

Roll Call

A. Lampkins
R. McCrowre
R. Poole
B. Gaddy
M. Burns
B. Price

Conflict of Interest

Inquiry of any potential COI

Pledge of Allegiance

Approval of Agenda

The Board will either approve the agenda as presented or amend the agenda with the approval of the Board.

Consent Items

Approval of the Minutes from the March 21st, 2023
Initial Board Meeting

Administration Report

Application Update
Board Presentation on Governance
Board Presentation on Financial Audit
CMO Information

Discussion Items

CMO Contract
Financial Audit
Third Party Financial Management
Addition of Dr. Whitney as a non-voting member

Action Items

Motion to Approve Dr. Whitney as a Non-voting member
Motion to Approve Initial CMO Contract
Motion to Approve Auditor for School



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Mission Statement

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Agenda

**Board Meeting – April 25th, 2023
5:30 PM**

**Location – The Capitol Encore Academy
200 Mason St
Fayetteville, NC 28301**



Call to Order

By: A. Lampkins

At: 5:36pm

Roll Call

A. Lampkins	-	Present
R. McCrowre	-	Present – 5:50pm
R. Poole	-	Present
B. Gaddy	-	Present
M. Burns	-	Present
B. Price	-	Present

Conflict of Interest

Inquiry of any potential COI - NONE

Pledge of Allegiance

Approval of Agenda

Motion to approve the agenda as presented by R. Poole, supported by M. Burns.

Y-3 N-0

Motion Carries

Consent Items

Motion to approve the minutes from the March 21, 2023 regular meeting by A. Lampkins, supported by M. Burns.

Y-6 N-0

Motion Carries

Administration Report

NC Educational Solutions presented the final steps of the application process and what was remaining to be able to submit the final application. They also presented the CMO contract for board review in March and took any remaining questions that the board had regarding the services provided, clauses, as well as the process regarding land and building purchase and buildout. They explained the Facility buyout agreement with what the long-term plan would be for H.Y.P.E. to purchase the building once they're financially stable. They also



discussed the 5-year loan for FF&E with the board to explain how that will help the long-term viability of the school while not handcuffing opportunities. There was a presentation on the board policies, bylaws and procedures done for the board, so they fully understand the scope of working on the H.Y.P.E. Board. Finally, there was a conversation about the financial audit, what is required by the school, and how Sharpe Patel fits into this equation.

Discussion Items

The board discussed the CMO questions they had, which had to do with confirmation on separation and ownership of the school. They also discussed bringing Dr. Kendra Whitney onto the board as a non-voting member due to her knowledge in the field of curriculum development and current employment at a local charter school, understanding who NCES is. They discussed having the CMO manage the financials through whichever means they feel fit the school's long-term viability and goals. Finally, they discussed Sharpe Patel as their auditor and believe he's the correct choice.

Action Items

Motion to approve the initial CMO contract with NC Educational Solutions as well as the financial management of the school by R. Poole, supported by R. McCrowre.

Y-6 N-0
Motion Carries

Motion to approve the financial auditor by A. Lampkins, supported by M. Burns.

Y-6 N-0
Motion Carries



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DISCLOSURE OF CONFLICT OF INTEREST

Pursuant to the Conflict-of-Interest Policy (the "Policy") of H.Y.P.E. Leadership Academy (the "Academy"), as an officer or director, you are required to complete this disclosure form and return it to the Chair of the Board of Directors or the President of the Academy.

1. I have read the Policy and understand its purpose, intent, and operating rules.

2. Check one of the following boxes:

I hereby disclose that I have had and do not currently have any conflicts of interest as defined in the Policy.

I hereby disclose the following conflict of interest or possible conflict of interest that I have had and I currently do not have any other conflicts of interest as defined in the Policy by the Academy (attach additional sheets if necessary):

3. Please answer the following questions by circling "Yes" or "No".

- A. Are you aware of the identity of all the other members of the Board of Directors and officers of the Academy? **Yes / No**
- B. Do you have any family or business relationship with any of the members of the Board of Directors or Officers of the Academy? **Yes / No**
- C. Do you have a family or business relationship with the current Educational Management Organization, The Romine Group, Inc.? **Yes / No**
- D. Do you, or is it anticipated that you will, receive any compensation from any organization related to the Academy? **Yes / No**



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- E. Have you, since the last request to provide a written disclosure by the Academy, voted or acted in any capacity as a director or officer of the Academy in which you had a conflict of interest? **Yes / No**
- F. Are you aware and will adhere to the NC Open Meetings Laws as laid out in Article 33 of the NC General Statutes? **Yes / No**

I hereby state the above statements on this disclosure are true, accurate and complete.

Signed Name: _____ Printed Name: _____

EXHIBIT A

H.Y.P.E. LEADERSHIP ACADEMY, INC.

CONFLICTS OF INTEREST POLICY

ARTICLE I PURPOSE

The purpose of this Conflicts of Interest Policy is to protect the interests of the H.Y.P.E. Leadership Academy, Inc. ("**Corporation**") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

ARTICLE IX DEFINITIONS

1. "**Interested Person.**" Any director or officer who has a direct or indirect financial interest, as defined below, is an interested person.

2. "**Financial Interest.**" A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

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

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

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

3. "**Compensation**" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the board of directors decides that a conflict of interest exists.

ARTICLE X PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

(a) If the board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

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

**ARTICLE XI
RECORDS OF PROCEEDINGS**

The minutes of the board of directors shall contain:

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

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the

proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE XII COMPENSATION

A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director's compensation.

ARTICLE XIII ACKNOWLEDGEMENT OF POLICY

Each director, officer and member shall sign a statement affirming that such person:

1. received a copy of this conflicts of interest policy;
2. has read and understands the policy;
3. agrees to comply with the policy; and
4. understands that the Corporation is charitable and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE XIV PERIODIC REVIEWS

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

1. Whether compensation arrangements and benefits, if they exist, are reasonable, based on competent survey information, and the result of arm's length bargaining, in accordance with applicable IRS regulations.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE XV USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

PROCUREMENT PLAN

H.Y.P.E. Leadership Academy hereinafter referred to as the Academy (LEA) plan for procuring goods and services for use in the School Program is described in detail herein. The plan includes all Federal assistance programs administered by the LEA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Funds

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School funds.
1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School funds if a conflict of interest, real or apparent, would be involved.
 2. Conflicts of interest arise when a member of the LEA or LEA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
 - a. Any employee, officer or agent of the contractor;
 - b. Any member of the immediate family of the contractor;
 - c. The contractor's partner; and/or
 - d. An organization, which employs or is about to employ one of the above.
 3. Employees, officers or agents of the LEA and LEA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (*Note: the LEA may establish local policy indicating School personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant and the event is open to all attendees or participants.)
 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
 - a. Reprimand by Board of Education; or
 - b. Dismissal by Board of Education; or
 - c. Any legal action necessary.
- B. **H.Y.P.E. Leadership Academy** Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf the non-profit Academy (LEA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of \$90,000.00 or the LEA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of \$90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than \$3,500.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request. The LEA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the LEA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements, which the contractor must fulfill, and any other factors that will be considered when evaluating quotes, bids, or proposals.

Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the LEA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of \$90,000.00, whichever is less.

The LEA's Simplified Acquisition Threshold is \$10,000; this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

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

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more products and services above the LEA's Simplified Acquisition Threshold of \$10,000 using School funds, it will be the responsibility of School Director to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so. The School Director will perform a cost analysis for every procurement action in excess of the LEA's simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

- a. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agency's (LEA) simplified acquisition (or small purchase) threshold of \$10,000. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.
 1. An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the **Fayetteville Observer** to publicize the intent of the Academy to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for **7 days**.

- b. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications
- c. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested.
 - 1. Vendors will be selected to receive the solicitation using the following methods:
 - 1. _____
 - 2. _____
 - 3. _____

Any party that assists the LEA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

C. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, the **School Director** will provide an interpretation. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.

D. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:

- 1. Intent of the procurement activity
- 2. Contract period
- 3. LEA is responsible for all contracts awarded (statement)
- 4. Date, time and location of pre-bid or pre-proposal meeting (if any)
- 5. Date, time and location of bid opening and bid/proposal submission procedures with LEA contact information
- 6. How the vendor is to be informed of bid/proposal acceptance or rejection
- 7. Type of contract (i.e. fixed price with firm price for delivery, etc.)
- 8. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
- 9. Statement indicating any and all bids or proposals may be rejected at the discretion of the LEA
- 10. Benefits to which the LEA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
- 11. Statement regarding any contract extension or "rollover" options based upon the mutual agreement of both parties
- 12. Statement concerning any intent for piggybacking should a reasonable need emerge
- 13. Statement regarding the return of rebates, discounts and other purchase incentives to the LEA's non-profit School account

14. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
15. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over \$10,000.00
16. Non-collusion statement
17. Assurance of ethical practices statement
18. Bid/proposal protest procedures
19. Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
20. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the LEA in detail, including how the contractor will be notified using the purchase instrument
21. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
22. Statement of assurance of protection under Civil Rights laws
23. Provision requiring access by duly authorized representatives of the LEA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
24. Method of payment (invoices, statements, etc.)
25. Method of shipment or delivery upon contract award
26. Delivery schedule and delivery requirements
27. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
28. Bid/proposal Certification form
29. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
30. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
31. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
32. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
33. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738

34. Signed Certificate of Lobbying for all contracts over \$100,000.00
35. Signed Statement of non-collusion
36. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
37. Provision requiring "Buy American" as outlined in Policy Memorandum SP 38 - 2017; specific instructions for prior approval of any and all of non-domestic products
38. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
39. Provision indicating the LEA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the LEA is not doing business with an entity that does business with Iran.

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

F. The School Director will be responsible to ensure all LEA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.

1. The following criteria will be used to award contracts (based on bids or proposals):

- a. Price
- b. Prior contract performance (quality, service, etc.)
- c. Warranty Information

G. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.

H. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the LEA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the LEA and/or LEA or appropriate governing body.

I. The School Director is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.

- J. The School Director will annually review the LEA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Procurement Plan as often as required to reflect current Federal, State and local procurement policies.
- K. The School Director will be responsible for documentation that the actual product(s) or service(s) specified are received.
1. Any time a previously agreed-upon item is not available, the Superintendent will review, select and approve the acceptable alternate. The contractor must inform School Director no later than 14-day prior that a product is not available and that a substitute item may be considered. The School Director shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School program that was not approved, in writing, in advance by the School Director. In the event a non-domestic agricultural product is to be provided to the LEA, the contractor must obtain, in advance, the written approval of the product from the School Administrator. The School Director will oversee compliance with the *Buy American Provision*.
 2. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is School Director.
 3. The School Director will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.
 4. When appropriate and approved by School Director, the LEA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of \$10,000, or the Federal micro-purchasing threshold

of \$3,500, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.

2. When using a RFQ, the following procedures will apply:
 - a. Clearly written specifications will be prepared and provided to each potential vendor; the LEA's approved terms and conditions will also be provided to each potential vendor.
 - b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.
 - c. The School Director will be responsible for communicating with potential vendors when price quotes are required.
 - d. Price quotes will receive appropriate confidentiality before awarding a contract.
 - e. The School Director will award quotes. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, price, and warranty.
 - f. The School Director will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 - g. The School Director will be responsible for documentation that the actual product(s) or service(s) specified is received.
 - h. Any time an accepted item is not available, the Superintendent will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 - i. Bids will be awarded on the following criteria:
 1. Price
 2. Prior contract performance (quality, service, etc)
 3. Warranty
 - j. The School Director is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.
 - k. Quotes from an adequate number of qualified sources will be obtained.

Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.

I. When appropriate and approved by School Director, the LEA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

3. When using MPP, the following will apply:

- a. The School Director will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) \$3,500, a micro-purchasing procedure may be utilized. In so doing, the School Director will be responsible to ensure that, under no condition, will purchases be sub-divided into amounts of \$3,500 or less in order to circumvent the formal and informal purchasing requirements.
- b. Purchase orders may be solicited without quotes if the School Director determines such practice is consistent with micro-purchasing regulations and consistent with the LEA's written Procurement Plan.
- c. The School Director may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to \$10,000 in a single transaction, without obtaining competitive quotes as long as the School Director determines the price to be reasonable.
- d. The School Director shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The School Director will document all micro-purchases on a *Micro-purchase Tracking Form*.
- e. For purposes of micro-purchasing, a transaction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit."
- f. The School Director agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:
 1. Rationale for using micro-purchasing;
 2. Estimated cost of the item/service to be procured (indicating a one-time purchase of \$3,500 or less);

3. Name and address of the vendor;
 4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
 5. All micro-purchases were approved by the School Director prior to the initiation of a single micro-purchase.
- g. The School Director will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
 - h. The School Director will be responsible for documentation that the actual product or service as specified or required was purchased and received.

Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the LEA.
2. The School Director will be responsible to prepare and issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.
3. The School Director determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.
4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.
5. School Director will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into

the purchase of a good or service and will also be responsible for maintaining such documentation on file.

6. The School Director will be responsible for documentation that the actual product or service specified was received.

Emergency or “Pressing Need” Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or LEA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the School Director. The following emergency procedures shall be followed:

- i. The School Director shall approve all emergency procurements. At a minimum, the following emergency procurement procedures shall be documented:

1. Reason for the emergency
2. Good or service required
3. Cost (all costs to be included, shipping, installation, warranty, etc.)
4. Vendor name and address
5. Approval of the LEA official, if required.

- ii. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the solicitation of another LEA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:

1. The LEA that originated the solicitation must have included a “piggyback” provision” in the original solicitation;
2. Documentation that a “pressing need” exists that requires piggybacking on another LEA’s bid will be obtained;
3. Approval from the LEA’s governing board will be obtained and documented;
4. Approval from the LEA that originated the IFB will be obtained and documented;
5. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
6. A public notice of the district’s *“Intent to Waive Competitive Bidding”* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
- A. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
7. Notification to the vendor of final approval will be issued; and
8. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The LEA shall be a voluntary participant in the North Carolina School Procurement Alliance (NCPA). In doing so, the LEA shall agree to the terms and conditions established and subsequently modified by the NCPA's elected Board of Directors. The original signed agreement between the LEA and the NCPA shall remain on file in the office of the School Administrator. (Note: If the LEA does not participate in the NCPA, this paragraph may be deleted.)

If the LEA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the LEA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

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Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:
 1. Price
 2. Prior contract performance (quality, service, etc)
 3. Warranty

2. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)

3. School Director as products change will update specifications.

4. If a product or service is not received as specified, the following procedure will be implemented:
 - a. _____
 - b. _____

- c. _____
5. If the LEA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:
- a. _____
- b. _____
- c. _____
6. School Director will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:
- a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Account. All rebate checks must be made payable to the LEA's School account.
- b. Document the deposit of all rebates into the non-profit School account.
7. The LEA will designate an individual to monitor each contract to ensure the Contractor and the LEA adhere to all terms and conditions of the contract.
8. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The LEA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The LEA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the LEA shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement;
- A copy of the original solicitation;
- The selection of contract type;
- The bidding and negotiation history and working papers;
- The basis for contractor selection; and/or rejection
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- The basis for award where cost or price is not the primary factor for the decision;

- The terms and conditions of the contract;
- Any and all contract amendments or modifications;
- Billing and payment records;
- Any history of any contractor claims; and
- Any history of any contractor breaches.

The LEA will complete the most current *School Procurement Checklist* for all purchases using School funds. The checklist should remain on file with the district's procurement documents as an indicator the LEA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

- A. All contractors must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
- B. The LEA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.
- C. The LEA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on H.Y.P.E. Leadership Academy property or at H.Y.P.E. Leadership Academy events. The Contractor shall provide documentation that criminal background checks were

conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. H.Y.P.E. Leadership Academy reserves the right to prohibit any individual employee of the vendor from providing services H.Y.P.E. Leadership Academy property or at H.Y.P.E. Leadership Academy events if H.Y.P.E. Leadership Academy determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

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

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

The Final Divestment List includes the names of vendors who appear to be engaged in "investment activities in Iran" based on Federal sanctions and other publicly available credible information. Vendors that appear on this list are ineligible to contract with the State of North Carolina or any subdivision of the State, including the School Program. Prior to entering into a contract with a vendor, the LEA will check the Iran Final Divestment List to determine the potential vendor does not appear on the list. If however, the vendor does appear on the list, the LEA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4. The LEA will document that any vendor with whom they enter into a contract does not appear on this list. To document this requirement, the LEA will print a copy of the most current Iran Final Divestment List as it appears on the State Treasurer's website, print the one-page document and attach it to the solicitation document/contract prior to executing the contract.

- F. Should H.Y.P.E. Leadership Academy BOD determine it is in the best interest of the LEA to outsource the preparation of meals to a qualified catering company, the LEA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI)

RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.

- G. Should H.Y.P.E. Leadership Academy BOD determine it is in the best interest of the LEA to seek a for-profit Management Company to operate its non profit School Program, H.Y.P.E. Leadership Academy shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOD further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

Part VII: Contract Oversight

- A. The School Director shall designate an individual by name and title that will oversee each contract using School funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
- C. The LEA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the LEA of any contractual responsibilities under its contracts.
- D. It is understood by the LEA and LEA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will substitute their judgment for that of the LEA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A
Procurement Checklist

Goods/Services to be procured:

Procurement date:

Person overseeing procurement process:

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Funds.

Procurement Plan:

- Written procurement plan
- Authorized purchaser(s) specified
- Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
- Advertising procedures
- Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
- Vendor notification of award/non-award of contract
- Code of ethics/conflict of interest policy
- Instructions for documentation and record-keeping
- Assignment for Contract oversight
- Assurance of compliance with all Federal procurement policies
- Assurance of compliance with all State procurement policies
- Other local requirements

Procurement Procedures:

- Letter of invitation
- Intent of procurement activity
- Contract time-period
- Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
- Pre-bid/proposal meeting date/time/location (if applicable)
- Bid opening date/time/location; Proposal opening procedures
- Contact information
- Civil Rights Statement
- Other local requirements

Terms and Conditions:

- Certification regarding disclosure of lobbying (\$100,000+)

- _____ Debarment/suspension certification form (\$25,000+)
- _____ Non-collusion statement
- _____ Assurance of ethical practices

Procurement Checklist (continued)

- _____ Escalation/de-escalation clause
- _____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- _____ Contract Extension or “roll-over” clause if warranted
- _____ Buy American statement and instructions
- _____ Bid/proposal protest procedures
- _____ Remedy for non-performance/termination of contract
- _____ HUB statement to involve minority business where possible
- _____ “Equal Employment Opportunity” compliance statement (\$10,000+)
- _____ Energy Policy and Conservation Act statement
- _____ Clean Air/Water Act statement (\$100,000+)
- _____ Civil Rights Act statement
- _____ Compliance with the Jessica Lunsford Act
- _____ Return of Discounts, Credits and Rebates to LEA statement
- _____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- _____ Method of shipment/delivery requirements
- _____ Method of payment, invoices, statements, etc.
- _____ Purchase instrument to be used and how vendor will receive purchase orders
- _____ Bid certification form
- _____ Other State or local requirements
- _____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- _____ Product specifications (approved brand and/or equivalent)
- _____ Quantity
- _____ Quality
- _____ Packaging
- _____ Pricing (unit and extended)
- _____ Procedure for documenting/pre-approving any substitutions and/or deviations
- _____ Other local requirements

Documentation and Records:

- _____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- _____ Comparison charts to document procurement decisions and contract awards
- _____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- _____ Copies of contract award/non-award letters
- _____ Copies of advertisements for solicitation of good/services

- _____ Determination/document of correct procurement method used
- _____ Evaluation of escalation/de-escalation clause
- _____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

_____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document

_____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the LEA by the contractor

_____ Evaluation of whether procurement methods/activities are consistent with the LEA's approved written procurement plan

_____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained

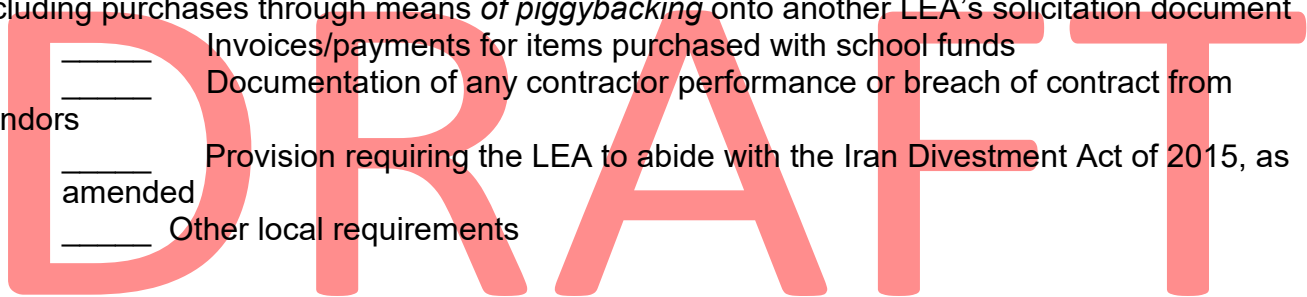
_____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means of *piggybacking* onto another LEA's solicitation document

_____ Invoices/payments for items purchased with school funds

_____ Documentation of any contractor performance or breach of contract from vendors

_____ Provision requiring the LEA to abide with the Iran Divestment Act of 2015, as amended

_____ Other local requirements



Ethnicity/Race	# of Students	Percentage (%)
American Indian or Alaska Native	5	2%
Asian		0%
Black or African American	105	34%
Hispanic	55	18%
Native HI or Pacific Islander	20	6%
Two or More Races	40	13%
White	85	27%
EDS Subgroups		
Economically Disadvantaged Students	155	50%
Students with Disabilities	30	10%
English Language Learners	6	2%
Students Experiencing Homelessness	2	1%

Academic School Year	Grade Levels	Total Projected Student Enrollment
Year 1	K0, 01, 02, 03, 04, 05	310
Year 2	K0, 01, 02, 03, 04, 05, 06	385
Year 3	K0, 01, 02, 03, 04, 05, 06, 07	460
Year 4	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Year 5	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09	610



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H.Y.P.E. Leadership Academy Financial Procedures

Table of Contents

- 1) Preparing School Budget and Monitoring
- 2) Grant Awards
- 3) Program Income
- 4) Payroll
- 5) Financial Reporting
- 6) Cash Management
- 7) Equipment Management



1) Preparing School Budget and Monitoring

- The Superintendent with the assistance of the Principal, Director of Business, and Director of Compliance collects and assembles the necessary information to produce budgets that assist the Board Members in the fiscal management of the school.
- The district's operations and educational plan is reflected in the following budgets, which are prepared and approved by the Board Members.
- The budget is designed to carry out the school's operations in a thorough and efficient manner, properly maintain facilities and honor the continuing obligations of the Board of Members.
- The budgets will include the proposed revenue and expenditures in each financial category. The budget after review and analysis by the Board Members will be approved with an Appropriations Resolution that will be implemented and adhered to.
- The Superintendent is authorized to proceed with making financial commitments, purchases and other expenditures within the limits provided in the budgets. Monthly financial reports that provide the status of the budget and overall financial conditions are reviewed and reported to the Board Members.
- At any time during the fiscal year that it appears that actual revenues are less than estimated or expenditures are greater than estimated, the Superintendent shall present to the Board Members recommended amendments to be approved.

2) Grant Awards

CONTROL OBJECTIVES

To provide reasonable assurance that grant funds are expended only for allowable activities and that the costs of goods and services charged to the grant are allowable and in accordance with the applicable cost principles.

CONTROL ACTIVITIES

- Accountability provided for charges and costs between Federal and non-Federal activities.
- Process in place for timely updating of procedures for changes in activities allowed and cost principles.
- The Director of Compliance distributes copies of the grant award and all supporting documentation.
 - a. Computations checked for accuracy.



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- b. The allowable costs are recorded in the appropriate general ledger accounts
- Supporting documentation compared to the list of allowable and unallowable expenditures.



3) Program Income

To provide reasonable assurance that program income is correctly earned, recorded, and used in accordance with the program requirements. Program income is income received that is directly generated by the federally funded project during the grant period. All funds including grant funds are requested by H.Y.P.E. Leadership Academy's contracted accounting firm.

4) Payroll

Compensation for services rendered during the period of performance including but not necessarily limited to wages, salaries, and fringe benefits.

- The payroll for the school is calculated bi-monthly
 - If the 15th/30th fall on a weekend or a holiday, payroll will be processed on the Friday before
- The Director of Business Services oversees employee paid days off and is responsible for calculating and submitting payroll to the contracted accounting firm.
- The contracted accounting firm processes the payroll, after approval from the Director of Business. The Director of Business then prints the hard checks that are then signed by either the Board President or Board Treasurer and distributed to the appropriate staff.

5) Financial Reporting

Each month, several reports are generated by the contracted accounting firm for review. The Board Members are provided with a report that details the financial position of the school along with a proposed budget amendment, when needed.

The Director of Business or the Director of Compliance, with the help of the Superintendent, submit all required State and Federal financial reports through the appropriate avenues.

6) Cash Management

- Checks
 - All checks are prepared by the contracted accounting firm and sent to the Director of Business. The Director of Business then prints the hard checks that are then signed by either the Board President or Board Treasurer and given to the school secretary to mail out.
- Petty Cash



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o The Director of Business oversees the petty cash stored in a locked safe inside his/her office. The petty cash amount is not to exceed \$150.00 and is only used for small purchases/mail service. All receipts are accounted for and request for funds is submitted to the accounting firm to replenish the petty cash when the on-hand amount falls below \$10.00.

7) Equipment Management

Equipment Inventory

An accurate inventory of all textbooks, computers, and other equipment in the school will be maintained by the Administration. Teachers will submit a year-end inventory of the classroom to the School Director to be reviewed and approved. Equipment purchased with Federal funds is labeled as such and included on the inventory. Computers are stored in a secure location by the Technology Coordinator at year-end.

Revenue	FY2026	FY2027	FY2028	FY2029
State Revenue				
Summer Reading 016		\$0		
Charter Schools 036	\$2,108,166	\$2,620,143	\$3,132,120	\$3,649,638
Charter Schools 036 - EC Funding	\$162,326	\$201,650	\$240,973	\$280,443
State Revenue Total	\$2,270,492	\$2,821,792	\$3,373,093	\$3,930,082
Local Revenue				
County Funding	\$309,433	\$379,939	\$450,444	\$508,481
Dod 7703				
Contributions/Donations				
Sales Tax Refund	\$12,000	\$12,000	\$12,000	\$12,000
Sports Revenue				
Uniform Revenue				
Local Revenue Total	\$321,433	\$391,939	\$462,444	\$520,481
Federal Revenue				
IASA Title I Basic (PRC 050)				
IASA Title I Targeted (PRC 151)				
IDEA VI-B Handicapped (PRC 060)	\$0	\$46,945	\$69,660	\$81,018
Federal Revenue Total	\$0	\$46,945	\$69,660	\$81,018
Child Nutrition Revenue				
USDA 035	\$79,431	\$96,385	\$115,162	\$133,938
Full Pay - Meals	\$10,000	\$12,000	\$14,000	\$16,000
Additional Nutrition Grant				
Child Nutrition Revenue Total	\$89,431	\$108,385	\$129,162	\$149,938
Total Revenue	\$2,681,356	\$3,369,061	\$4,034,359	\$4,681,519
Expenses				
General Curriculum Elementary				
Teachers Salaries	\$736,000	\$945,000	\$1,170,000	\$1,362,000
Life/Disability	\$11,040	\$14,175	\$17,550	\$20,430
Health	\$200,000	\$260,000	\$337,500	\$406,000
401K	\$29,440	\$37,800	\$46,800	\$54,480
FICA	\$56,304	\$72,293	\$89,505	\$104,193
Workmans Comp	\$3,680	\$4,725	\$5,850	\$6,810
Unemployment Comp	\$5,888	\$7,560	\$9,360	\$10,896
Stipends	\$2,000	\$2,600	\$3,000	\$3,600
Specials Supplies	\$3,000	\$4,000	\$5,000	\$5,000
Teaching Supplies	\$10,000	\$13,500	\$15,000	\$18,000

Classroom Furniture	\$0	\$0	\$30,000	\$30,000
Textbooks/Educational Materials/Online Subscriptic	\$90,000	\$70,000	\$70,000	\$60,000
Teacher incentives/bonuses/gifts	\$8,000	\$10,000	\$12,000	\$14,000
Purchased Substitute Teachers	\$15,750	\$20,250	\$22,500	\$27,000
Student Uniforms	\$500	\$1,000	\$1,500	\$2,000
Student Awards and Incentives	\$1,000	\$1,500	\$2,000	\$2,500
Student Activities/Performances/Assemblies	\$1,000	\$1,500	\$2,000	\$2,500
Student Field Trips	\$500	\$1,000	\$1,500	\$2,000
Membership/Dues and Fees	\$15,550	\$10,000	\$10,000	\$10,000
Total General Curriculum Elementary	\$1,189,652	\$1,476,903	\$1,851,065	\$2,141,409

Exceptional Children

EC Salaries	\$90,000	\$94,000	\$96,000	\$147,000
EC Life/Disbability	\$1,350	\$1,410	\$1,440	\$2,205
EC Health	\$25,000	\$26,000	\$27,000	\$42,000
EC 401K	\$3,600	\$3,760	\$3,840	\$5,880
EC FICA	\$6,885	\$7,191	\$7,344	\$11,246
EC Workers Comp	\$450	\$470	\$480	\$735
EC Unemployment	\$720	\$752	\$768	\$1,176
Contracted EC Speech Pathologist	\$10,000	\$12,500	\$15,000	\$17,500
Contracted EC Occupational Therapist	\$2,500	\$3,000	\$3,500	\$4,000
Contracted EC School Psychologist	\$2,000	\$2,000	\$2,000	\$2,000
EC Professional Development	\$1,000	\$1,000	\$1,000	\$1,000
EC Teaching Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Total Exceptional Children	\$144,505	\$153,083	\$159,372	\$235,742

Compensatory Education

Intervention Teachers	\$45,000	\$94,000	\$96,000	\$147,000
Intervention Life/Disability	\$675	\$1,410	\$1,440	\$2,205
Intervention Health	\$12,500	\$26,000	\$27,000	\$42,000
Intervention 401K	\$1,800	\$3,760	\$3,840	\$5,880
Intervention FICA	\$3,443	\$7,191	\$7,344	\$11,246
Intervention Worker Comp	\$225	\$470	\$480	\$735
Intervention Unemployment	\$360	\$752	\$760	\$1,152
Intervention Teaching Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Professional Development (Title II)	\$1,000	\$2,500	\$3,000	\$3,000
Total Compensatory Education	\$66,003	\$137,083	\$140,864	\$214,218

Summer School

Summer School Administration	\$0	\$0	\$0	\$0
Summer School Teachers	\$0	\$0	\$0	\$0
Life/Dis	\$0	\$0	\$0	\$0

401K	\$0	\$0	\$0	\$0
FICA	\$0	\$0	\$0	\$0
Snacks	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Summer Total	\$0	\$0	\$0	\$0

General Curriculum Guidance Services

Guidance Salaries	\$40,000	\$42,000	\$43,500	\$44,500
Guidance Life/Disability	\$600	\$630	\$653	\$668
Guidance Health	\$12,500	\$13,000	\$13,500	\$14,000
Guidance 401K	\$1,600	\$1,680	\$1,740	\$1,780
Guidance FICA	\$3,060	\$3,213	\$3,328	\$3,404
Guidance Unemployment	\$200	\$210	\$218	\$223
Guidance Workers Comp	\$400	\$400	\$400	\$400
Guidance Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Total Guidance Services	\$59,360	\$62,133	\$64,338	\$65,974

General Curriculum Student Support Services

Parent Communication Plan	\$1,000	\$1,000	\$1,000	\$1,000
Student Testing Systems/Materials	\$15,000	\$15,000	\$15,000	\$15,000
Total Student Support Services	\$16,000	\$16,000	\$16,000	\$16,000

General Board of Directors

School Legal Counsel	\$1,000	\$1,000	\$1,000	\$1,000
School Annual Audit	\$9,000	\$9,000	\$9,000	\$12,000
School Advertising/Marketing	\$5,000	\$10,000	\$15,000	\$15,000
School Board and Staff Background Checks	\$1,000	\$1,000	\$1,000	\$1,000
Total General Administrative Support Services	\$16,000	\$21,000	\$26,000	\$29,000

Executive Administration

Purchased ESP Management Fees/Business Services	\$257,993	\$320,173	\$382,354	\$443,856
Total Executive Administration	\$257,993	\$320,173	\$382,354	\$443,856

General School Administration

Administrative Salaries	\$100,000	\$155,000	\$222,000	\$231,000
Life/Disability	\$1,500	\$2,325	\$3,330	\$3,465
Health	\$25,000	\$39,000	\$54,000	\$56,000
401K	\$4,000	\$6,200	\$8,880	\$9,240
FICA	\$7,650	\$11,858	\$16,983	\$17,672
Workers Comp	\$500	\$775	\$1,110	\$1,155
Unemployment	\$800	\$840	\$880	\$688
Admin Professional Development	\$2,500	\$2,500	\$2,500	\$2,500
Mail Services/ Postage	\$1,500	\$1,500	\$1,500	\$1,500
School Copier Lease/printing/binding	\$5,000	\$5,000	\$5,000	\$5,000

Office Supplies	\$5,000	\$6,000	\$7,000	\$8,000
Paper Supplies	\$5,000	\$6,000	\$7,000	\$8,000
Office Equipment	\$2,000	\$2,000	\$2,000	\$2,000
Membership Dues/Fees	\$1,000	\$1,500	\$2,000	\$2,500
Travel	\$1,000	\$1,000	\$1,000	\$1,000
Total School Administration	\$162,450	\$241,498	\$335,183	\$349,720

Other Business Services

General Insurance	\$40,000	\$40,000	\$40,000	\$40,000
Rent	\$265,936	\$330,009	\$394,082	\$457,393
Bank Fees	\$1,000	\$1,000	\$1,000	\$1,000
Sales Tax	\$12,000	\$12,000	\$12,000	\$12,000
Total Other Bus Services	\$318,936	\$383,009	\$447,082	\$510,393

Facility Operations & Maintenance

Telephone	\$5,000	\$5,500	\$6,000	\$6,500
Water/Sewer	\$4,000	\$4,500	\$5,000	\$5,500
Waste Trash	\$4,000	\$4,500	\$5,000	\$5,500
Building Repairs & Maintenance	\$15,000	\$20,000	\$25,000	\$30,000
Security & Alarm	\$7,500	\$5,000	\$5,000	\$5,000
Cleaning & Extermination	\$54,000	\$64,000	\$64,000	\$64,000
Web Site Maintenance	\$600	\$600	\$600	\$600
Tech Maint/Network	\$20,000	\$23,500	\$28,000	\$32,250
Gas	\$3,000	\$3,500	\$4,000	\$4,500
Electric	\$30,000	\$35,000	\$40,000	\$45,000
Janitorial Supplies	\$15,000	\$17,000	\$19,000	\$20,000
Tech/Instructional Equipment	\$0	\$30,000	\$45,000	\$60,000
Total Facility Operations & Maintenance	\$158,100	\$213,100	\$246,600	\$278,850

Transportation

General Curriculum Transportation	\$20,000	\$25,000	\$30,000	\$35,000
Total Transportation	\$20,000	\$25,000	\$30,000	\$35,000

Food Service

Food Service Salaries	\$32,000	\$34,000	\$36,000	\$55,000
FICA	\$1,530	\$1,913	\$2,295	\$2,678
Workers Comp	\$100	\$125	\$150	\$175
Unemployment Comp	\$800	\$840	\$880	\$688
Supplies/Materials/Equipment	\$5,000	\$1,000	\$1,000	\$1,000
Food expense	\$60,000	\$75,000	\$95,000	\$110,000
Total Food Service	\$99,430	\$112,878	\$135,325	\$169,541

Debt Service

Repayment of Loan	\$0	\$0	\$126,220	\$126,220
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Total Debt Service	\$0	\$0	\$126,220	\$126,220
Total Expenses	\$2,508,428	\$3,161,859	\$3,960,403	\$4,615,922
Net Operating Income	\$172,928	\$207,202	\$73,957	\$65,597

FY2030 NOTES

\$4,156,074

\$319,620

\$4,475,694

\$591,455

\$12,000

\$603,455

\$92,375

\$92,375

\$152,715

\$18,000

\$170,715

\$5,342,240

\$1,538,000

\$23,070

\$464,000

\$61,520

\$117,657

\$7,690

\$12,304

\$4,000

\$5,000

\$20,500

\$30,000
\$60,000 <- Includes Leader in Me and TLAC
\$16,000
\$30,000
\$2,500
\$3,000
\$3,000
\$2,500
\$10,000
\$2,410,741

\$150,000
\$2,250
\$43,500
\$6,000
\$11,475
\$750
\$1,200
\$20,000
\$4,500
\$2,000
\$1,000
\$1,000
\$243,675

\$150,000
\$2,250
\$43,500
\$6,000
\$11,475
\$750
\$1,152
\$1,000
\$3,000
\$219,127

\$0
\$0
\$0

\$0
\$0
\$0
\$0
\$0

\$45,000
\$675
\$14,500
\$1,800
\$3,443
\$225
\$400
\$1,000
\$67,043

\$1,000
\$15,000
\$16,000

\$1,000
\$12,000
\$15,000
\$1,000
\$29,000

\$506,715
\$506,715

\$268,000
\$4,020
\$72,500
\$10,720
\$20,502
\$1,340
\$1,200
\$2,500
\$1,500
\$5,000

\$9,000
\$9,000
\$2,000
\$3,000
\$1,000
\$411,282

\$40,000
\$522,228
\$1,000
\$12,000
\$575,228

\$7,000
\$6,000
\$6,000
\$35,000
\$5,000
\$64,000
\$600
\$36,750
\$5,000
\$50,000
\$20,000
\$60,000 <- TRG LOAN - Year 1?
\$295,350

\$35,000
\$40,000

\$58,000
\$3,060
\$200
\$1,200
\$1,000
\$120,000
\$183,460

\$126,220 <- 5 Year Loan of \$500,000 at 8%

\$126,220

\$5,123,841

\$218,399

Funding Source

ADMIN	Name	Position	FY26	FY27	FY28
	Director	Director	\$74,000	\$78,000	\$82,000
	Assistant Principa	Assistant Principal	\$0	\$50,000	\$52,000
	Education Coach	Education Coach	\$0	\$0	\$60,000
	Office Manager	Office Manager	\$26,000	\$27,000	\$28,000
	Secretary	Secretary	\$0	\$0	\$0
TOTAL ADMIN			\$ 100,000.00	\$ 155,000.00	\$ 222,000.00

Curriculum Teachers	Name	Position	FY26	FY27	FY28
	KG Teacher	KG Teacher	\$44,000	\$46,000	\$47,000
	KG Teacher	KG Teacher	\$44,000	\$46,000	\$47,000
	1st Teacher	1st Teacher	\$44,000	\$46,000	\$47,000
	1st Teacher	1st Teacher	\$44,000	\$46,000	\$47,000
	2nd Teacher	2nd Teacher	\$44,000	\$46,000	\$47,000
	2nd Teacher	2nd Teacher	\$44,000	\$46,000	\$47,000
	3rd Teacher	3rd Teacher	\$44,000	\$46,000	\$47,000
	3rd Teacher	3rd Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	6th Teacher	6th Teacher	0	\$46,000	\$47,000
	6th Teacher	6th Teacher	\$0	\$46,000	\$47,000
	6th Teacher	6th Teacher	\$0	\$46,000	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	8th Teacher	8th Teacher	\$0	\$0	\$0
	8th Teacher	8th Teacher	\$0	\$0	\$0
	8th Teacher	8th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	PE Teacher	PE Teacher	\$40,000	\$41,000	\$42,000
	Art Teacher	Art Teacher	\$20,000	\$41,000	\$42,000
	Steam Teacher	Steam Teacher	\$40,000	\$41,000	\$42,000
	Stem Teacher	Stem Teacher	\$0	\$0	\$20,000
	Foreign Lang	Special Teacher	\$20,000	\$20,000	\$42,000
	Music Teacher	Music Teacher	\$0	\$20,000	\$42,000
TOTAL CURRICULUM			\$736,000	\$945,000	\$1,170,000

Exceptional Children Name	Position	FY26	FY27	FY28
Lower EC	EC Teacher	\$45,000	\$47,000	\$48,000
Upper EC	EC Teacher	\$45,000	\$47,000	\$48,000
Mid/High EC	EC Teacher			
TOTAL EC		\$90,000	\$94,000	\$96,000

Comp Ed	Name	Position	FY26	FY27	FY28
	MTSS Teacher	MTSS Teacher	\$45,000	\$47,000	\$48,000
	MTSS Teacher	MTSS Teacher		\$47,000	\$48,000
	MTSS Teacher	MTSS Teacher			
TOTAL Comp Ed			\$45,000	\$94,000	\$96,000

Guidance	Name	Position	FY26	FY27	FY28
	Counselor	Guidance Counselor	\$40,000	\$42,000	\$43,500
TOTAL Guidance			\$40,000	\$42,000	\$43,500

Food Service	Name	Position	FY26	FY27	FY28
	Kitchen Manager	Kitchen Manager	\$17,000	\$18,000	\$19,000
	Kitchen Aide	Kitchen Aide	\$15,000	\$16,000	\$17,000
	Kitchen Aide	Kitchen Aide			
TOTAL Food Service			\$32,000	\$34,000	\$36,000

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$86,000	\$90,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$54,000	\$56,000		\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$62,000	\$64,000			\$ 13,500	\$ 14,000	\$ 14,500
\$29,000	\$30,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$0	\$28,000				\$ -	\$ 14,500
\$ 231,000.00	\$ 268,000.00	\$ 25,000.00	\$ 39,000.00	\$ 54,000.00	\$ 56,000.00	\$ 72,500.00

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$0	\$49,000					\$14,500
\$0	\$49,000					\$14,500
\$0	\$49,000					\$14,500
\$43,000	\$44,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000		\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000				\$14,000	\$14,500
\$43,000	\$44,000			\$13,500	\$14,000	\$14,500
\$43,000	\$44,000			\$13,500	\$14,000	\$14,500
\$1,362,000	\$1,538,000	\$ 200,000	\$ 260,000	\$ 337,500	\$ 406,000	\$ 464,000

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000				\$14,000	\$14,500
\$147,000	\$150,000	\$25,000	\$26,000	\$27,000	\$42,000	\$43,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000		\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000				\$14,000	\$14,500
\$147,000	\$150,000	\$12,500	\$26,000	\$27,000	\$42,000	\$43,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$44,500	\$45,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$44,500	\$45,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$20,000	\$21,000	\$0	\$0	\$0	\$0	\$0
\$18,000	\$19,000	\$0	\$0	\$0	\$0	\$0
\$17,000	\$18,000	\$0	\$0	\$0	\$0	\$0
\$55,000	\$58,000	\$0	\$0	\$0	\$0	\$0

<u>Board Member Name</u>	<u>Board Title</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>County of Residence</u>	<u>Current Occupation</u>	<u>Past or Present Professional Licenses Held</u>	<u>Any disciplinary action taken against any of these professional licenses?</u>
Robert "Jason" Poole	Treasurer	910-978-3600	jason@trpsumner.com	Cumberland County	CPA/Partner - TRP Sumner	CPA Licensure	None
Brandon Price	Member	910-263-0011	brandon@fayettevillenchabitat.org	Hoke County	Attorney - CEO of Habitat for Humanity	Law License	None
Dr. Rodney McCrowre	Vice President	910-978-3348	rlmccrowre01@uncfsu.edu;rmccrowre@	Cumberland County	Asst. Professor of Management - FSU	None	None
Bradford Gaddy	Secretary	706-505-6951	b.gaddy@yahoo.com	Cumberland County	Retired Military	None	None
Michael Burns	Member	931-472-4770	michael.burns1906@gmail.com	Cumberland County	Public Relations - US Military	None	None
Alberta Lampkins	President	609-997-4632	Fayettevilleraefordcares@gmail.com	Hoke County	Adjunct Professor - FSU	None	None
<u>NON-VOTING Member</u>	<u>Board Title</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>County of Residence</u>	<u>Current Occupation</u>	<u>Past or Present Professional Licenses Held</u>	<u>Any disciplinary action taken against any of these professional licenses?</u>
Kendra Whitney	Member	910-916-1096	kwhitney@capitolcoreacademy.org	Robeson County	Student Success Coach/Educational Coach	High School Science Teacher Licensure, AP Certification, IBO Certification, AGT Certification	None

Area of Proposed Coverage

Comprehensive General Liability

Officers and Directors/Errors and Omissions

Property Insurance

Automobile Liability

Crime Coverage - Minimum/Maximum Amount

Worker's Compensation

Other Coverage

Total Cost

Proposed Amount of Coverage

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$250,000.00 | \$250,000.00

\$500,000.00



Cost (Quote)

3290

4200

6150

400

750

17925

8800

41515

Grade	First			Second			Third		
	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA
K0	25	15		25	15		25	15	
1	25	15		25	15		25	15	
2	25	15		25	15		25	15	
3	25	15		25	15		25	15	
4	55	20		55	20		55	20	
5	55	20		55	20		55	20	
6				55	20		55	20	
7							55	20	
8									
9									
10									
11									
12									
	210	100	0	265	120	0	320	140	0
TOTAL	310			385			460		
% of County Total	2.34%	0.20%	0.00%	2.95%	0.24%	0.00%	3.56%	0.28%	0.00%
% of Grade Level Total	5.07%	0.44%	0.00%	5.43%	0.46%	0.00%	5.75%	0.46%	0.00%

Fourth			Fifth			Sixth		
LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA
25	15		25	15		25	15	
25	15		25	15		25	15	
25	15		25	15		25	15	
25	15		25	15		25	15	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
			55	20		55	20	
						55	20	
375	160	0	430	180	0	485	200	0
535			610			685		
4.17%	0.32%	0.00%	4.78%	0.36%	0.00%	5.40%	0.40%	0.00%
6.02%	0.47%	0.00%	6.14%	0.47%	0.00%	6.13%	0.52%	0.00%

Step 1: Identify Students for Tier II Interventions

- Students exhibiting behaviors that impede learning for student, or others, will receive intervention via classroom teacher and/or guidance counselor.
- Students for whom teacher has a concern, should begin receiving interventions within the classroom.

Step 2: Measure Progress

Use observations and data from Tier II data to make next decisions.

Student Makes Adequate Progress

Staff may continue Tier II interventions or exit the student from that tier.

Student Does Not Make Adequate Progress

Staff continues to provide Tier II interventions OR recommends student for Tier III interventions

Step 3: Student Receives Tier III Interventions

- Parent Meeting Held, RE-2 Forms Signed, Screenings Conducted
- Student receives more intensified interventions (1-on-1 to 1-on-3 pullouts)

Student Does Not Make Adequate Progress

-Based on all data from screenings and Tier III interventions, MTSS team may refer student to EC program

Step 4: Referral to EC Program

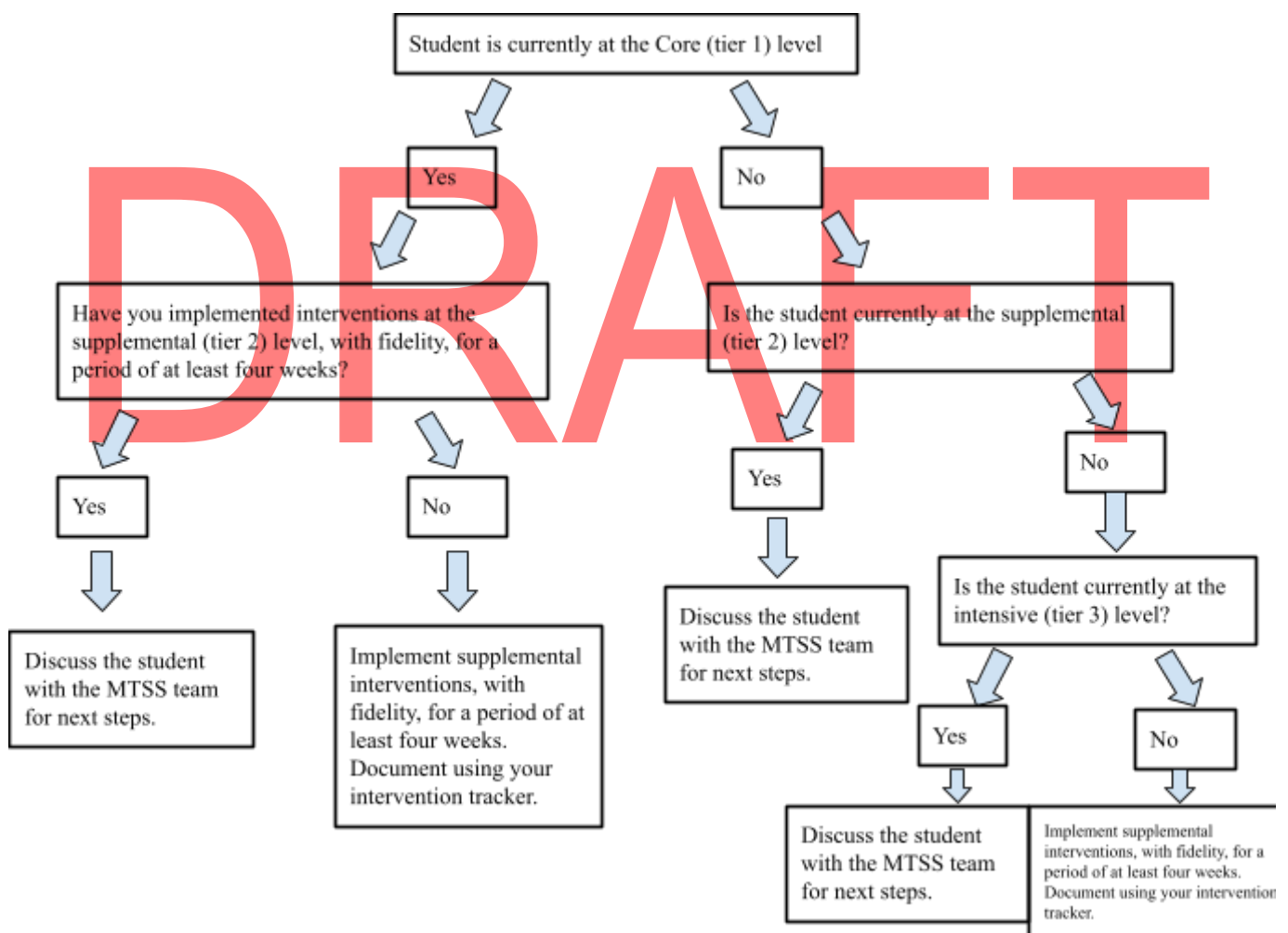
-MTSS team, along with EC Director, fills out EC referral form with all relevant data and submits portfolio (including signed RE-2 forms, screening data, observation notes)

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H.Y.P.E. LEADERSHIP ACADEMY MTSS FRAMEWORK (BEHAVIOR)

Each level of intervention (tier) **must** include the following considerations:

- *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*



HYPE Leadership Academy

School Calendar 2025-26



2025			
August	11	Monday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	12	Tuesday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	13	Wednesday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	14-15	Thursday - Friday	Continuous School Improvement/Workday, Non-Student Day
	18-22	Monday - Friday	Administrative/Staff Workdays Open House – 21st – Thursday
	25	Monday	Continuous School Improvement/Workday, Non-Student Day
	26	Tuesday	FIRST STUDENT DAY
September	1	Monday	Labor Day, Non-Student/Non-Teacher Day
	26	Friday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
October	23	Thursday	End of Quarter 1
	24	Friday	Non-Student Day – Student Led Conferences
	27	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	28	Tuesday	First Day of Quarter 2
November	11	Tuesday	Veteran's Day Non-Student/Non-Teacher Day
	24	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	25	Tuesday	Continuous School Improvement/Workday, Non-Student Day
	26-28	Wednesday - Friday	Thanksgiving Break, Non-Student/Non-Teacher Day
December	20-31	Saturday - Tuesday	Winter Break, Non-Student/Non-Teacher Days
2026			
January	1-2	Wednesday - Friday	Winter Break Continued, Non-Student/Non-Teacher Days
	9	Friday	End of Quarter 2 / Semester 1
	11	Monday	Start of Quarter 3 / Semester 2
	19	Monday	Martin Luther King, Jr. Day, Non-Student/Non-Teacher Day

February	9	Monday	Continuous School Improvement/Workday, Non-Student Day
	16	Monday	President's Day Holiday, Non-Student/Non-Teacher Day
March	12	Thursday	End of Quarter 3
	13	Friday	Non-Student Day – Student Led Conferences
	16	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	17	Tuesday	Start of Quarter 4
April	3	Friday	Good Friday Non-Student/Non-Teacher Day
	6-10	Monday - Friday	Spring Break Non-Student/Non-Teacher Day
May	22	Friday	EOG Testing Grades - 3 rd through 8th
	25	Monday	Memorial Day Holiday, Non-Student/Non-Teacher Day
	26-29	Tuesday - Friday	EOG Testing Grades - 3 rd through 8th
June	3	Wednesday	Read to Achieve Teating - 3rd
	5	Friday	Last Student Day (56)
	8	Monday	Teacher Workday
	9	Tuesday	Teacher Workday

Notes:

Total instructional days included in this calendar: 170

Total Hours of Instruction: 1105 (1025 Required)

Total Professional Development days: 15

- Red: **MANDATORY** Staff Work Day/School Improvement
- Yellow: **OPTIONAL** Staff Work Day/School Improvement
- Blue: First/Last Day of School
- Green: Start/End of School Quarters
- Orange: Non-Teacher/Non-Student Day
- Purple: Non-Student Day – Student Led Conferences

SCHOOL NOTES

- School Day hours will be 7:50am to 3:00pm

Monthly Breakdown	
· August	4
· September	19
· October	21 End Q1 - 10/23
· November	15
· December	15
· January	17 End S1 - 1/09
· February	18
· March	19 End Q3 3/12
· April	16
· May	21
· June	5 End S2 - 6/5
TOTAL DAYS	170

PURCHASE OF BUSINESS AGREEMENT

THIS PURCHASE OF BUSINESS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

The Romine Group of 7877 Stead St, Utica, MI 48317, USA
(the "Seller")

OF THE FIRST PART

and

HYPE Leadership Academy of 0 Fayetteville Rd, Raeford, NC, 28376, USA
(the "Purchaser")

OF THE SECOND PART

BACKGROUND

- a. The Seller is a corporation which carries on the business of Educational Management at 7877 Stead St, Utica, MI 48317, USA.
- b. The Seller owns and desires to sell certain assets of its business (the "Assets") to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:

a. The "Assets" to be included in this Agreement include all assets of the Seller. There are no excluded assets. The Assets consist of the following:

i. Building and Land.

and do not include any Excluded Assets.

b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.

c. "Environmental Law" means all statutes, regulations, common laws, or any other directives having force of law pertaining to protection of the environment including but not limited to all laws affecting the production, manufacture, storage, transport, and disposal of Hazardous Materials.

d. "Hazardous Material" means any material or substance of any description that could reasonably be expected to cause harm or damage to the health of man or any other living organism; and

e. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

Sale

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.

Purchase Price

3. The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

Building and Land	\$13,000,000.00
Purchase Price	\$13,000,000.00

4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, to give the required or desired effect to the allocation of the Purchase Price.

Closing

5. The Closing of the purchase and sale of the Assets will take place on the 3rd day of July 2030 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
6. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, in the same condition as on the Execution Date, and free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached because of the Purchaser's actions.
7. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also co-operate with the Purchaser as needed to affect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

Payment

8. The Purchase Price for the Assets will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
9. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Assets from the Seller to the Purchaser.

Seller's Representations and Warranties

10. The Seller represents and warrants to the Purchaser that:
 - a. the Seller has full legal authority to enter and exercise its obligations under this Agreement.
 - b. the Seller is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted.

- c. the corporate Seller, The Romine Group has all necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller.
- d. the Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances, or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets.
- e. to the best knowledge of the officers of the Seller there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets.
- f. no third-party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future.
- g. the Seller does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Assets, except for any material contracts described in, and/or attached to this Agreement. The Seller represents and warrants that no material default or breach exists regarding any presently outstanding material contract.
- h. execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
- i. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- j. the Seller is a resident of the United States for the purposes of the *Internal Revenue Code*.
- k. the Seller has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.
- l. the Seller is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit-sharing plan or similar plan.

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- m. the Seller will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Purchaser provides written consent.
- n. there are no claims threatened or pending against the Seller by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- o. the Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
- p. the Seller is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Seller with the appropriate authorities and agencies.
- q. the Seller has not produced, manufactured, stored, transported, or disposed of any Hazardous Materials of any kind and to the best knowledge of the Seller, no discharge, leakage, or release of Hazardous Materials, whether accidental or otherwise, has occurred for which the Purchaser could ultimately become liable. There are no ongoing, pending, threatened, or anticipated civil or criminal actions, enquiries, or investigations with regard to the breach of any applicable Environmental Laws.
- r. the Seller maintains insurance policies on the Assets and such policies are in full force and effect and of an adequate value as would be reasonable in its industry. The Seller has neither defaulted under these insurance policies, whether because of failure to pay premiums or due to any other cause, nor has the Seller failed to give notice or make a claim under these insurance policies in a timely manner.
- s. to the best knowledge of the officers of the Seller, the conduct of the Seller does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm, or corporation.

- t. the Seller owns or is licensed to use all necessary software and it can continue to use all computerized records, files, and programs after the Closing Date in the same manner as before the Closing Date.
- u. the Seller has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser; and
- v. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

11. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations, or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.
12. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each representation and warranty.
13. The Seller's representations and warranties will survive the Closing Date of this Agreement.
14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the third anniversary of the Closing Date.
15. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Purchaser in recovering the amount.

from the third party.

Purchaser's Representations and Warranties

16. The Purchaser represents and warrants to the Seller the following:
 - a. the Purchaser has full legal authority to enter and exercise its obligations under this Agreement.
 - b. the corporate Purchaser has all necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Purchaser.
 - c. the Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present, or future, which would adversely affect its ability to perform its obligations under this Agreement.
 - d. the Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
 - e. the Purchaser is a resident of the United States for the purposes of the *Internal Revenue Code*.
 - f. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
 - g. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false; and
 - h. No indebtedness of any kind incurred or created by HYPE Leadership Academy shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of HYPE Leadership Academy shall involve or be secure by the faith, credit, or taxing power of the State of North Carolina or its political subdivisions.
17. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
18. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.

19. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
20. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.
21. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

Conditions Precedent to be Performed by the Purchaser

22. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. all the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement; and
- c. Successfully sell Municipal Bonds.

Conditions Precedent to be Performed by the Seller

23. The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and

may be waived by the Purchaser entirely or in part:

- a. all the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. the Seller will obtain and complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.
- c. no substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- d. the Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties.
- e. the Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser; and
- f. the Seller will provide the Purchaser with complete information concerning the operation of the Seller, to put the Purchaser in a position to carry on in the place of the Seller.

Conditions Precedent Not Satisfied

24. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

Disclosure

25. Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of the Seller and to all of the books, records, documents, and accounts of the Seller, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

Employees

26. The Purchaser will not be offering employment to any existing officer or employee of the Seller (the "Employees"). All individuals who are officers or employees of the Seller up to and including the Closing Date will remain the full responsibility of the Seller. Any individual hired by the Seller after the Closing Date will become the responsibility of the Purchaser.
27. The Seller will deliver to the Purchaser prior to the Closing Date, resignations of all Employees of the Seller, each such resignation will be effective on the Closing Date. The Seller will pay all Employee compensation incurred by it up to and including the Closing Date including all salaries, benefits, bonuses including share bonuses and share options and any other compensation owing to the Employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days, and other compensated time off accrued by all Employees up to and including the Closing Date.
28. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security, or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

Non-Assumption of Liabilities

29. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Seller prior to and including the Closing Date.
30. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents, and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Seller prior to and including the Closing Date.

Transfer of Third-Party Contracts

31. This Agreement is not to be construed as an assignment of any third-party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.

32. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
33. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Seller resulting from the failure of the Purchaser to acquire any third-party contracts.

Notices

34. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

Expenses/Costs

35. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

Severability

36. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

37. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

38. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.
39. The courts of the State of North Carolina will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

General Provisions

40. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
41. This Agreement may only be amended or modified by a written instrument executed by all the Parties.
42. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
43. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
44. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
45. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
46. All the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
47. Time is of the essence in this Agreement.
48. This Agreement may be executed in counterpart.
49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

The Romine Group

WITNESS: _____

Per: _____ (Seal)

HYPE Leadership Academy

WITNESS: _____

Per: _____ (Seal)

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DRAFT

<u>Year 1</u>				<u>Year 2</u>		
Meal Type	Rate	# Served	Total	Meal Type	Rate	# Served
Breakfast				Breakfast		
Free	2.67	7312	\$ 19,523.37	Free	2.67	8814
Reduced	2.37	1423	\$ 3,372.27	Reduced	2.37	1767
Paid	0.5	4269	\$ 2,134.35	Paid	0.5	5301
Lunch				Lunch		
Free	4.35	9750	\$ 42,410.33	Free	4.35	11752
Reduced	3.95	1897	\$ 7,493.94	Reduced	3.95	2356
Paid	0.79	5692	\$ 4,496.36	Paid	0.79	7069
TOTAL			\$ 79,430.63	TOTAL		

USDA Reimbursement Calculation

<u>Year 3</u>					<u>Ye</u>	
Total	Meal Type	Rate	# Served	Total	Meal Type	Rate
	Breakfast				Breakfast	
\$ 23,533.63	Free	2.67	10531	\$ 28,118.10	Free	2.67
\$ 4,188.15	Reduced	2.37	2111	\$ 5,004.02	Reduced	2.37
\$ 2,650.73	Paid	0.5	6334	\$ 3,167.10	Paid	0.5
	Lunch				Lunch	
\$ 51,121.74	Free	4.35	14042	\$ 61,080.53	Free	4.35
\$ 9,306.99	Reduced	3.95	2815	\$ 11,120.04	Reduced	3.95
\$ 5,584.19	Paid	0.79	8446	\$ 6,672.02	Paid	0.79
\$ 96,385.43	TOTAL			\$ 115,161.81	TOTAL	

Year 4		Year 5			
# Served	Total	Meal Type	Rate	# Served	Total
		Breakfast			
12248	\$ 32,702.58	Free	2.67	13965	\$ 37,287.05
2456	\$ 5,819.89	Reduced	2.37	2800	\$ 6,635.76
7367	\$ 3,683.48	Paid	0.5	8400	\$ 4,199.85
		Lunch			
16331	\$ 71,039.31	Free	4.35	18620	\$ 80,998.09
3274	\$ 12,933.09	Reduced	3.95	3733	\$ 14,746.14
9823	\$ 7,759.85	Paid	0.79	11200	\$ 8,847.68
	\$ 133,938.19	TOTAL			\$ 152,714.58

TOTAL STUDENT CALCULATION					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	115	142	170	198	226
Reduced (9%)	28	35	41	48	55
Paid (54%)	167	208	248	289	329

TOTAL STUDENTS EATING					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	57	71	85	99	113
Reduced (9%)	11	14	17	19	22
Paid (54%)	33	42	50	58	66

TOTAL Yearly Meals (170 School Days) - Lunch					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	9750	11752	14042	16331	18620
Reduced (9%)	1897	2356	2815	3274	3733
Paid (54%)	5692	7069	8446	9823	11200

TOTAL Yearly Meals (170 School Days) - Breakfast (75% of Lunch)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	7312	8814	10531	12248	13965
Reduced (9%)	1423	1767	2111	2456	2800
Paid (54%)	4269	5301	6334	7367	8400

Position	Year 0	Year 1	Year 2	Year 3
Principal/School Leader	0	1	1	1
Assistant Principal	0	0	1	1
Dean(s)	0	0	0	0
Additional School Leadership	0	0	0	0
Core Classroom Teachers	0	14	17	20
Specialized Classroom Teachers (e.g. special education, ELL, foreign language, etc.)	0	6	7	9
Student Support Positions (e.g. social workers, psychologists, etc.)	0	1	1	1
Specialized School Staff	0	0	0	0
Teaching Aides or Assistants	0	0	0	0
School Operations Support Staff	0	2	3	3.5
Total	0	24	30	35.5

N/A - Won't need since NCES is involved

<u>Year 4</u>	<u>Year 5</u>
1	1
1	1
0	0
1	1
23	26
11	12
1	1
0	0
0	0
3.5	3.5
41.5	45.5

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: **H.Y.P.E. Leadership Academy**

2. Full name: Alberta Lampkins

Home Address: 115 Exeter Dr., Raeford, NC 28376

Business Name and Address: N/A

Telephone No.: 609-997-4632

E-mail address: albertalampkins@gmail.com

3. Brief educational and employment history.

Master's Degree in Sociology, Fayetteville State University

Work History: Adjunct Professor, Director of a Non-Profit Mentoring Organization, Social Worker, Claims Specialist, National Partnership Manager

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 am the Director of a youth mentoring organization and work with youth in Cumberland County. I heard about the Board of Directors' Interest Meeting through the Capitol Encore

Academy. I believe it is an exciting opportunity to serve on the board of the H.Y.P.E Leadership Academy – the mission and vision of this academy is in line with my passion for seeing young people succeed.

6. What is your understanding of the appropriate role of a public charter school board member?
A public charter school board member's role is to ensure the affairs and activities of the corporation are carried out in the public's best interest.
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 serve as a Director for a nonprofit youth mentoring organization and work closely with our board of directors.
8. Describe the specific knowledge and experience that you would bring to the board.
I bring a level of experience working with young people and helping to provide opportunities for them to succeed. I am well-connected in the community and can help to positively promote the mission and vision of H.Y.P. E Leadership Academy.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
The H.Y.P.E Leadership Academy's mission is to empower students and guide them toward becoming leaders in their community and upward success in their future.
2. What is your understanding of the school's proposed educational program?
As a public charter school, the proposed educational program will adhere to all policies and procedures governed by the NC State Board of Education.
3. What do you believe to be the characteristics of a successful school?
The characteristics of a successful school are one where students are supported, encouraged, and motivated to succeed and thrive in a positive learning environment, also, where there are programs, activities, and other opportunities for parents to be involved.
4. How will you know that the school is succeeding (or not) in its mission?
The H.Y.P.E Leadership Academy has put in place standards and methods to measure success, much of which will include academic achievement and performance and teacher and student evaluations.

Governance

1. Describe the role that the board will play in the school's operation.
The board will serve and manage the affairs of the H.Y.P.E Leadership Academy.

2. How will you know if the school is successful at the end of the first year of operation?
H.Y.P.E Leadership Academy has designed a well-thought-out plan to measure the success of the Academy. A keen look at those measurement will give a good insight to the first year's success.
3. How will you know at the end of five years of the schools is successful?
One way to measure success after five years is to evaluate the quality of the leadership, student enrollment and retention, student performance, ongoing screening of student success and development, and whether the school has met its target mission, vision, and goals.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
H.Y.P.E Leadership Academy has created a strategic plan that includes ongoing evaluation, partnered with strong leadership and a supportive board – I believe they have already laid out a solid plan for success.
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 would adhere firmly to the governing by-laws with strict guidelines for handling such a situation.

*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Alberta Lampkins, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Alberta Lampkins
Signature

04/27/2023
Date

Alberta Lampkins

115 Exeter Drive, Raeford, NC 28376 | 609-997-4632 | Albertalampkins@gmail.com

Education

MASTER OF ARTS: SOCIOLOGY | DECEMBER 2012 | FAYETTEVILLE STATE UNIVERSITY, FAYETTEVILLE, NC

BACHELOR OF ARTS: SOCIOLOGY | MAGNA CUM LAUDE | DECEMBER 2009 | FAYETTEVILLE STATE UNIVERSITY

Skills & Abilities

- Lecturing, leading class discussions, and conducting other teaching activities during scheduled classes.
- Highly effective in promoting a positive, productive environment.
- Superb working experience with youth, adults, and groups.
- Ability to develop a professional rapport with diverse groups.
- Strong analytical, writing, and research skills.
- Reputation for excellence and high-quality work ethic.
- Effective and persuasive with all community segments, corporate, educational, and social environments.
- Good eye for detail; well organized, skilled in setting priorities.
- Qualified educator.

Experience

ADJUNCT PROFESSOR OF SOCIOLOGY | FAYETTEVILLE STATE UNIVERSITY | AUGUST 2022 - PRESENT

- Inspiring lecturer.
- Teach SOCI 210 Principles of Sociology.
- Instructional duties consist of teaching one traditional class course per semester of 40 students.
- Construct a class curriculum covering topics on principles of sociology.
- Plan lectures, assignments, and in-field experiences to collaborate with the necessary course curricula.

DIRECTOR | FAYETTEVILLE-RAEFORD CARES MENTORING MOVEMENT | OCTOBER 2018 - PRESENT

- Lead and oversee all programming activities for children, adolescents, mentors, and mentees.
- Create, arrange, and implement mentor training events and outreach services.
- Develop community partnerships and collaborate with community organizations to establish goals and objectives for youth and families.
- Lead strategic planning sessions with volunteers and community partners.
- Provide tutoring and leadership education to youth.
- Developed a program curriculum, Sun-Kissed Success, Positive Choices for Youth.
- Successfully established community impact partnerships with local fraternities, sororities, and other community organizations.

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: **H.Y.P.E. Leadership Academy**

2. Full name: Rodney Lucane McCrowre

Home Address: 6020 Crown Ridge Court, Fayetteville, NC 28314

Business Name and Address: NA

Telephone No.: 910-978-3348

E-mail address: rlmccrowre01@uncfsu.edu

3. Brief educational and employment history.

Assistant Professor of Management and Assistant Department Chair at Fayetteville State University. I've been employed at the institution for 16 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?

I was recruited by Mr. Jamia Brantley. My experience in education, personnel management, strategic planning, and people with community links will be beneficial to this board.

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

I realize that my participation on the board is voluntary and that I serve on a charter school board. Furthermore, HYPE is a self-governing nonprofit organization that works under a contract with their state, known as a charter. In addition, as board members, we make sure the school satisfies all of the performance benchmarks established in its 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.

I serve on the Institute for Community Leadership Board. In addition, I enjoy partnering with various organizations throughout the state of North Carolina. As a graduate of ICL, it prepared me for community participation and leadership responsibilities.

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

I can contribute optimism, experience, a creative approach to problem-solving, and an eagerness to welcome change. In addition, I can provide drive, a love for this sector, and the ability to constantly serve your clients and customers in such a way that they become long-term champions for the organization.

School Mission and Program

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

HYPE is responsible for cultivating a thriving intellectual community that values learning, collaboration, a desire to learn, and study results, as well as connections and meaningful relationships. Create a culture in which all individuals are validated, challenged, and empowered. More importantly, push for equality and diversity.

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

The HYPE program desires to establish a long-term collaboration in which the academy will collaborate with a counsel to offer education quality and innovation to the community it serves.

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

A good, effective educational program requires flexibility, adaptability, and the capacity to alter for continuous improvement and efficiency. In addition, the Board and the consulting company will evaluate educational performance and development in relation to HYPE's goal and vision in order to achieve the program's objectives.

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

To guarantee that school performance improves for every student, the instruction team must grasp a clear curriculum, give solid instruction, and promote fundamental literacy through STEM activities.

Governance

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

Board members will ensure that the HYPE Academy operates in good faith by taking into account the recommendations of the consulting firm and the Academy's Administrator regarding policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs.

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

In the first year, assessing what went well and what went wrong will be critical. What are the common challenges and successes? Then the team will need to deliberate and lay out a strategic action plan that HYPE Academy will undertake to transfer those experiences as growth areas for the following periods.

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

Measuring the learning outcomes for the students HYPE will serve within these five years will be helpful. The administration should offer professional development to employees on how to better engage students, which is likely to improve overall performance. Additionally, it is essential to maintain the curriculum, stable school leadership, skilled instructors, and actively engaged parents.

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

As an invested Board member, it will be vital for the team to monitor the Academy's Administrator by keeping accurate financials and hold its staff members accountable for metrics concerning education and the success of each student participant.

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?

To address a problem, I shall suggest an emergency meeting. This strategy enables the member to justify or correct his or her actions. If we are unable to find a solution, the team may propose other measures to address the problem.

*Please include the following with your Information Form

- a **one page** resume

*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. Click or tap here to enter text.

Certification

I, Rodney McCrowre, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.



Rodney McCrowre (Apr 27, 2023 22:54 EDT)

Signature

04-27-23

Date

Dr. Rodney L. McCrowre
Fayetteville State University
6020 Crown Ridge Court | Fayetteville, NC 28314
Phone: (910) 910-978-3348
Email: rmccrowre@gmail.com

Education

DBA, University of North Carolina at Charlotte, 2021.
Major: Doctor of Business Administration
Dissertation Title: Exploring the Effect of Mentoring Programs for Both Private and Public Sectors: Formal and Informal Relationships

MBA, Webster University, 2014.
Supporting Areas of Emphasis: Business Administration

BS, Fayetteville State University, 2002.
Major: Business Administration
Supporting Areas of Emphasis: General Business

Academic, Government, Military and Professional Positions

Academic - Post-Secondary

Assistant Department Chair, Broadwell College of Business and Economics. (February 1, 2022 - Present).

Assistant Professor of Management and Director of Pre-Business, Broadwell College of Business and Economics. (August 13, 2021 - Present).

Director of Pre-Business/Lecturer of Business Administration, Broadwell College of Business and Economics. (August 3, 2018 - May 2020).

Assistant Director of Pre-Business/Lecture of Business Administration, Broadwell College of Business and Economics. (January 3, 2016 - May 15, 2019).

College Liaison, Early College High School. (May 1, 2012 - July 2016).

Professional

Executive Director, Institute for Community Leadership. (July 1, 2017 - August 1, 2018).

Administrative Assignments

Assistant Department Chair, Department. (February 2022 - Present).

Licensures and Certifications

InsideTrack Student Coaching Certification, InsideTrack. (January 16, 2020 - Present).

Professional Memberships

Advisor, Beta Gamma Sigma. (August 2020 - Present).

Board Member, ThegroupTheory, Inc. (August 2019 - Present).

Board Member, Institute for Community Leadership. (January 2017 - Present).

Undergraduate Advisor, Kappa Alpha Psi Fraternity, Inc. (August 10, 2011 - Present).

Development Activities Attended

Continuing Education Program, "MedPro Foundations of Insurance," MedPro, Fort Wayne, Indiana. (November 3 - 6, 2022).

Continuing Education Program, "MedPro Foundations of Insurance," MedPro, Fort Wayne, Indiana. (October 21-24, 2021).

Conference Attendance, "PwC HBCU Faculty Forum 2022," PwC, Orlando, Florida. (June 15, 2022 - June 16, 2022).

Seminar/Workshop, "Lessons for Aspiring Deans Seminar (Virtual)," AACSB. (November 11, 2021 - November 12, 2021).

Conference Attendance, "SMA (Southern Management Association) Annual Conference," Fayetteville State University, Fayetteville, North Carolina, United States. (November 2, 2021 - November 6, 2021).

Conference Attendance, "PwC HBCU Faculty Forum (Virtual)," PwC. (July 15, 2021).

Seminar/Workshop, "FSU's Virtual Bronco Kick-Off 2020," Fayetteville State University, Fayetteville, NC, United States. (August 3, 2020 - August 4, 2020).

Conference Attendance, "PwC HBCU Faculty Forum 2020 (Virtual)," PwC. (July 9, 2020).

Seminar/Workshop, "Bronco Kick-Off 2019," Fayetteville State University, Fayetteville, NC, United States. (August 12, 2019 - August 13, 2019).

Seminar/Workshop, "Bronco Kick-Off 2018," Fayetteville State University, Fayetteville, NC, United States. (August 13, 2018 - August 17, 2018).

Seminar/Workshop, "Bronco Kick-Off 2017," Fayetteville State University, Fayetteville, NC, United States. (August 7, 2017 - August 10, 2017).

Seminar/Workshop, "Bronco Kick-Off 2016," Fayetteville State University, Fayetteville, NC, United States. (August 9, 2016).

Seminar/Workshop, "Bronco Kick-Off 2015," Fayetteville State University, Fayetteville, NC, United States. (August 10, 2015 - August 18, 2015).

TEACHING

Teaching Experience

Fayetteville State University

BADM 470, Strategic Management (U), 1 course

BADM 220, Ethics and Civic Engagement (U), 6 courses.

ENTR 100, Entrepreneurial Thinking (U), 16 courses.

FINC 100, Financial Literacy (U), 30 courses.

MGMT 311, Principles of Management;(U), 7 courses.

UNIV 101, Freshman Seminar I-Business HO (U), 5 courses.

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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: HYPE Leadership Academy
2. Full name: Bradford L. Gaddy

Home Address: 400 Tarmore Court

Business Name and Address:

Telephone No.: 706-505-6951

E-mail address: b.gaddy@yahoo.com

3. Brief educational and employment history.
Fayetteville State University, BS Criminal Justice, 2002; Webster University, MA Management & Leadership, 2019; US Army Retired with 20 years active service.
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?

A pending board member of the HYPE Leadership Academy told me about the opportunity. I am interested in using my experience in leadership and organizational management to improve the community through education.

6. What is your understanding of the appropriate role of a public charter school board member?
The Board of Directors manages the affairs of the HYPE Leadership Academy, Inc.
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 previously served on two scholarship endowment boards for one year.
8. Describe the specific knowledge and experience that you would bring to the board.
Although I only served for one year, I bring the experience of board functions and operations.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
HYPE will empower students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.
2. What is your understanding of the school's proposed educational program?
To provide K-12 educational opportunities centered on leadership.
3. What do you believe to be the characteristics of a successful school?
Ability to provide quality education, with ability to be adaptable to needs of the students and community.
4. How will you know that the school is succeeding (or not) in its mission?
I would anticipate a strategic plan with benchmarks to track progress.

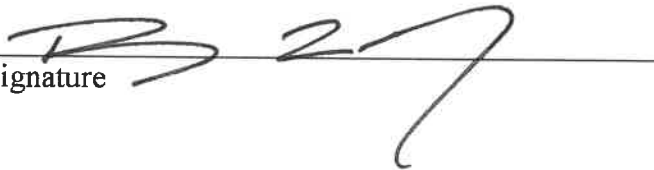
Governance

1. Describe the role that the board will play in the school's operation.
Provide oversight of the corporation a HYPE.
2. How will you know if the school is successful at the end of the first year of operation?
The school would have met enrollment expectations and benchmarks related to testing.
3. How will you know at the end of five years of the schools is successful?
If the school can meet state certifications and maintain accreditation to remain open.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Stay tied to the needs of the community and state board with supported data to provide the best educational options to meet their needs.

*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. Click or tap here to enter text.

Certification

I, Bradford L. Gaddy, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Signature 

4/26/23
Date

PROFESSIONAL SUMMARY

Senior Operations Manager with 20+ years of leadership, project/program management, operations, and force management experience. A Military Veteran with an active Secret Security Clearance. A servant-leader with demonstrated expertise in balancing complex projects, developing strategy, and process improvements to enhance organizational effectiveness. Adept at designing, cultivating key relationships, and collaborating with organizations domestically and globally. An advocate of “people first” to facilitate staff development, recruitment, and management goals. Proven track record of being detail-oriented, planning and implementing strategies to improve operational readiness, performance, and productivity.

- Cross-Functional Leadership
- Resource Management
- Critical/Innovative Thinking
- Staff Development/Training
- Strategic Communications
- Policy Implementation
- Program Management
- Planning | Resourcing
- Recruiting | Retention

PROFESSIONAL EXPERIENCE

Analysis Branch Chief **El Paso, TX**

June 2019 – Oct 2022

Led a diverse team of 13 personnel in planning and analysis efforts for Project Convergence and other Army Modernization priorities within the division through cross-functional team synchronization. Provided analytical oversight of findings and provided recommendations for systems and process implementation.

- Provided written analysis to summarize data for Army senior-level leadership to support resourcing decisions.
- Coordinated with The Research and Analysis Center and U.S. Army Test and Evaluation Command to develop a concise collection plan to address Multi-Domain Operations.
- Served as the organization’s lead on change management and organizational structure.

Deputy Director, Force Management **Fayetteville, NC**

June 2015 – May 2019

Served as the principal representative for synchronizing manning and equipment strategy for a 90,000-personnel organization. Directed all equipment acquisition plans, long-range modernization calendars, and tasking requirements.

- Lead planner for developing equipment and personnel allocations for Combined Joint Task Force Iraq, supporting a 27-nation team throughout Iraq, Kuwait, and Syria.
- Provided executive-level reports daily to inform strategic decisions with international implications; coordinated move for 146,000 tons of supplies and materiel through 1,700 ground and air movements totaling \$50M in contracts.
- Developed current and future operations; forecasted them to allow teams the flexibility to manage their long-range calendars to set conditions for upcoming training events.

Director of Training/Force Management **Fayetteville, NC**

Jan 2012 – May 2015

Coordinated and directed the training, operations, and readiness for 18,000 personnel to maintain readiness in support of the 82nd Airborne Division. Supervised and inspected all aspects of the planning, preparation, execution, and assessment of training to ensure all personnel were adequately trained and equipped, competent in essential job functions, and followed Army standards.

- Led the strategic initiative by developing the mobility vehicle concept capable of transporting personnel, resulting in a 2020 \$214.3M contract to produce 650 vehicles.
- Planned, coordinated, and allocated resources for land, ranges, and government equipment; prepared 4,500 personnel for deployment; achieved a 100% pass rate for certified unit readiness per Army standards.
- Developed guidelines and tracked the Army’s Sexual Harassment Assault Response Prevention (SHARP), Equal Opportunity, and Equal Employment Opportunity Programs.

Operations Manager
Fayetteville, NC

Dec 2009 – Nov 2011

- Supervised 150 personnel in four different departments consisting of 10 career occupational specialties. Planned and coordinated training, promotions, evaluations, legal and financial actions, family care plans, and personnel administrative actions.
- Directed Iraqi Security Forces across three major cities to ensure day-to-day training operations for 500 personnel and \$13M in equipment.
- Led 150 operations in hazardous conditions to provide a threat assessment for staffing and equipment requirements and utilized all available assets to fill identified shortfalls.
- Developed trackers and a systemic process for tracking events, pay actions, personnel slotting, evaluations, and awards.

Operations Manager
Columbus, GA

Apr 2008 – Dec 2009

Supervised ten personnel at the Army's primary Basic and Advanced Skills Course, responsible for the initial integration, education, and training of over 900 personnel. Accountable for strength reporting, unit status reporting, and coordinating all aspects of force health protection, military pay, and legal support.

- Managed a \$4M training facility with housing, offices, and training area budget.
- Articulated challenges and implemented solutions that enhanced the relationship with other training agencies.
- Managed personnel for performance appraisals, promotions, awards, and relocation actions for over 800 employees.

Operations Officer
Junction City, KS

Dec 2006 – Apr 2008

Supervised four personnel responsible for serving as Senior Military Advisors to Afghani Security Forces supporting over 1,000 personnel. Planned, coordinated, integrated, synchronized, and assessed emplacement and operations for military organizations providing security training, logistical support, personnel accountability, and casualty care operations.

- Collaborated with 10 North Atlantic Treaty Organization agencies to synchronize day-to-day operations with an inventory list of 1,200 items and assets valued at more than \$5M.
- Coordinated, synchronized, and supervised routine joint training exercises between three countries.
- Developed host-nation trackers and a systemic process for tracking pay actions, personnel slotting, evaluations, etc.

Operations Officer
Columbus, GA

Jan 2005 – Nov 2006

Supervised 30 personnel with responsibility for training, health, and welfare. Planned, coordinated, integrated, synchronized, and assessed emplacement and operations for military organizations providing security training, logistical support, personnel accountability, and casualty care operations.

- Led operations in Iraq while collaborating with local Security Forces to synchronize day-to-day operations with an inventory list of 800 items and assets valued at more than \$25M.
- Planned and executed relocation actions from Iraq and Kuwait to organization headquarters with a 100% return rate.
- Developed host-nation trackers and a systemic process for tracking pay actions, personnel slotting, evaluations, etc.

EDUCATION | CERTIFICATIONS

Doctorate of Leadership Studies | North Carolina Agricultural & Technical State University; Currently Enrolled

Master of Arts, Management & Leadership | Webster University; May 2019

Bachelor of Science, Criminal Justice | Fayetteville State University; May 2002

Diversity, Equity, and Inclusion in the Workplace Certification | University of South Florida; June 2022

SPECIALIZED MILITARY TRAINING

Senior Leaders Program | Force Management Course

Strategic Plans: How the Army Runs Course | Maneuver Operations Advanced Course

VOLUNTEER ACTIVITIES

Active member of Alpha Phi Alpha Fraternity, Inc.

Membership Chair, Cumberland County Chapter, Fayetteville State University National Alumni Association

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: **H.Y.P.E.**

Leadership Academy

2. Full name: Kendra Whitney

Home Address: 12 Pinecrest Dr. Fairmont, NC 28340

Business Name and Address: The Capitol Encore Academy 200 Mason St.

Telephone No.: 910-516-1096

E-mail address: kwhitney@capitolencoreacademy.org

3. Brief educational and employment history. Masters Degree in Curriculum Specialist;
PhD. Ed in Curriculum Design & Instruction. A.P. @ TCEA

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? Requested by Joe Salisbury. I wish to provide the board members with information on the instructional program of the proposed charter school.

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

A board member should have a solid understanding of the goals, pillars, and mission of the charter school. Board members should be available to hear concerns of stakeholders and make decisions in the best interest of the charter school.

- 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 a TCEA employee and curriculum degree holder I have the knowledge to effectively inform the board of curriculum best practices.

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

Higher level degrees in curriculum, knowledge of the proposed charter school instructional program.

School Mission and Program

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

Mission: to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence & a culture of leadership.

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

3 pathways - college prep, health & wellness, entrepreneurship. Guiding tool of leader-in-me, teach like a champion & HMI.

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

A feeling of safety & belonging, accountability, strong focus on post-secondary/career goals.

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

ED/EOC scores, student's post-secondary choices, standardized testing scores

Governance

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

listen, make decisions to best serve the student's learning

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

of returning staff, # of returning students, midyear/EOG scores

- How will you know at the end of five years of the school's operation if it is successful?

% improvements in standardized testing scores, % returning staff, % returning students

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

Hiring highly qualified teachers, accountability expectations, strong communication

- 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?

1:1 discussion with the members, then board mtg

*Please include the following with your Information Form

- a one page resume

*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. Click or tap here to enter text.

Certification

I, Kendra D. Whitney, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Kendra D. Whitney
Signature

4-26-2023
Date

DR. KENDRA WHITNEY

EDUCATION

As a proponent of active learning and learners as partners in their learning process, I believe that knowledge gained through active participation is knowledge that will stay with that individual. I believe this to be true of all learners, and focusing on providing experiential learning for my adult learners has been tantamount in my position as an instructional coach, testing coordinator, curriculum specialist, and A.P. at my current position.

SKILL HIGHLIGHTS

- Design and implementation of master schedules for multiple grades, teachers, and buildings
- Google
- Microsoft Office/Excel
- Organization, documentation, and scheduling, analyzing, and reporting data to state for state and district tests
- Deadline-oriented
- Professional Development Planning and implementation
- Curriculum and Instruction grades K - 10

CONTACT DETAILS

12 Pinecrest Dr
Fairmont, NC
28340

910-916-1096

kendra.whitney73@gmail.com
linkedin.com/in/kendra-whitney-phd-605663b7

BASIC INFORMATION

I am a curriculum specialist at a K - 10 charter school in downtown Fayetteville. In this position, I am responsible for the "hidden" world of the school. I create the K - 10 master schedule for the bells, design the scope and sequence for the science, register our high school students and create their classroom schedules. During the school year I am the ELL coordinator, the co-coordinator for the AIG program, and the testing coordinator. In addition, I am responsible for tracking attendance, scheduling conferences, and monitoring high school seat time for high school credit requirements.

EDUCATION

Appalachian State University, North Carolina
M.Ed. Curriculum Specialist - current

NorthCentral University, Arizona
PhD Ed Curriculum Design and Instruction

American Intercontinental University, Illinois
M.Ed. Leadership in Educational Organizations

Colorado Mesa University, Colorado
B.S. General Science with Teaching

PROFESSIONAL EXPERIENCE

Curriculum Specialist, Testing Coordinator, High School AP

- 2022 - current

Curriculum Specialist, k-8 science coach

- 2019 - 2022

High School Science Teacher

- 2018-2019 El Paso, TX - Harmony Science Academy
- 2017-2018 Washington DC - IDEA Charter School
- 2015 - 2017 Kent, WA - Kent-Meridian High School
- 2010 - 2015 Blythewood, SC - Westwood High School
- 2003 - 2010 Hope Mills, NC - South View High School

Physical Therapist Assistant

- 1998-2003 Grand Junction, CO Rehabilitation Center
- 1995 - 1998 Denver, CO - St. Anthony Rehabilitation Center

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.

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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: Hype Leadership Academy
2. Full name: Robert Earl Poole II "Jason"

Home Address: 1200 Longleaf Dr, Fayetteville, NC 28305

Business Name and Address: TRP Sumner PLLC, 2401 Robeson St., Fayetteville, NC 28305

Telephone No.: 910-978-3600

E-mail address: jason@trpsumner.com

3. Brief educational and employment history.
Bachelors and Master of Accounting from East Carolina University. I have worked with TRP Sumner PLLC since 2002 and have been an owner since 2006
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 asked by Joe Salisbury. I believe charter schools are a good valuable part of the education system and would like to see additional opportunities for children in our region.

6. What is your understanding of the appropriate role of a public charter school board member? During the development phase of the charter school the board is responsible for developing the mission, policies and procedures providing the foundation of a successful school within allowed state guidelines. We also are responsible for the hiring of the administration and teachers.

After opening of the school the board is responsible for providing oversight of the administration and strategic direction for the school. The board should not be micromanaging the school.

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 the founding president of the Capitol Encore Academy.

8. Describe the specific knowledge and experience that you would bring to the board.
I have been in public accounting for 23 years and have extensive experience in assisting nonprofits and small businesses with financial issues. I have also have been through the application and startup phase of a charter school and understand the work involved to complete this phase.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
To create a culture of success and leadership through education of students.
2. What is your understanding of the school's proposed educational program?
HYPE will empower students to take ownership in their educational successes and foster a culture of leadership, entrepreneurship and academic success.
3. What do you believe to be the characteristics of a successful school?
A successful school is one that fosters educational development of students and promotes and prepares students to be successful members of our community. A successful school prepares students for life after school whether that be entering the workforce, continuing education through community college/university, or serving our country through the armed forces.
4. How will you know that the school is succeeding (or not) in its mission?
Objective measures of success will be gauged through student proficiency and growth measured through testing. Subjective measures of success will be gauged through the development of the student and their interactions with the both the school community and the greater external community.

Governance

1. Describe the role that the board will play in the school's operation.
During the application and start up phase the board will be heavily involved with all aspects of the school from developing policies and procedures, location selection, curriculum development, and hiring staff.

Once the school is opened the board's position will pivot to supporting the staff and continuing to make policy decisions. It will not be the board place to interfere with the day to day operations of the school. Instead we will empower the administration to do run the school and provide that administration with oversight, counsel and support as needed.

2. How will you know if the school is successful at the end of the first year of operation?
At the end of the first year I would expect to see modest growth in students. We would also expect a successful first year school to have a staff that is motivated and excited to learn from the first year challenges.
3. How will you know at the end of five years of the schools is successful?
I would expect a fifth year school to be progressing up the grading scale through growth and proficiency measures. I would expect the curriculum to be fully implemented and veteran teachers to share their successes with new teachers.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
We will need to develop success markers to evaluate the school and administration to make sure that we are on a path of success. We will need to stay engaged and support the school and administration where 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?
I would present the issue to the board leadership and ask for the issues to be addressed by board as a whole. If board leadership was involved I would work through the provisions of the by laws to address the issue via a special meeting. If criminal activity was involved I would take the necessary actions to notify the proper authorities.

*Please include the following with your Information Form


- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Robert Earl Poole, II, 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 HYPE Charter School is true and correct in every respect.

Signature
Date


4/26/23



Robert "Jason" Poole II, CPA

2401 Robeson Street, Fayetteville, NC 28305~ jason@trpsummer.com~ 910-323-3600

EXPERIENCE

TRP Sumner PLLC Partner Since July 2006

June 2002 –Present

- Primary client contact and responsibility for book of business including medium and small corporate clients and individual clients.
- Litigation support for engagements involving equitable distribution and business disagreements. Included appointment as a special master for NC Business Court case.
- Trustee on various client trust.
- Preparation and review of individual and corporate tax returns.
- Preparation and review of compilation and review financial statements.
- Shared oversight responsibility of a staff of 60 managers, seniors, staff accountants and administrative staff spread over three office locations.
- Client Development and referral cultivation.
- Oversight of firm Information Technology resources

Staff Accountant, Dixon Odom, PLLC

January, 2000-June 2002

- Preparation of various tax returns for corporate and individual clients.
- Preparation of compiled, reviewed and audited financial statements.

EDUCATION

East Carolina University, Greenville, North Carolina

August 1994 – December 1999

- Master of Science in Accounting (December 1999)
- Bachelor of Science in Accounting (December 1999)

Professional Certifications and Associations

- Certified Public Accountant in the State of North Carolina. (License number 31351)
- Member of the American Institute of Certified Public Accountants
- Member and past board member of the North Carolina Association of Certified Public Accountants (NCACPA)
- Chair of the NCACPA Advocacy Advisory Council

Civic Involvement

- Vice Chair of East Carolina University Board of Trustees.
- Founding President and current treasurer of the Capital Encore Academy Charter School
- Past President of the Fayetteville Kiwanis Club

Charter School Board Member Information Form

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Background

1. Name of charter school on whose Board of Directors you intend to serve: **H.Y.P.E. Leadership Academy**

2. Full name: Michael Burns

Home Address: 5708 Ione Court, Hope Mills, NC 28348

Business Name and Address:

Telephone No.: 931-472-4770

E-mail address: Michael.burns1906@gmail.com

3. Brief educational and employment history.

I have served in the active army since 1996. I hold an associate, bachelors, MBA, Master of Art, and doctorate degree. I've also conducted numerous military education courses.

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 informed of the opportunity through work. I feel this is an opportunity to serve my community while working with young people – a passion of mine. Helping to create an environment where young people are encouraged to grow into productive adults that contribute to the betterment of our society.

6. What is your understanding of the appropriate role of a public charter school board member?
Together – making decisions that are in the best interest of the students and their families.
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 no previous experience with school boards. While in college, I did work as a long-term substitute in Colorado and Atlanta, Ga. I did this for about a year. Also, over the last 20 years I've served in a leadership capacity within the army. This includes leading young soldiers, many just out of high school.
8. Describe the specific knowledge and experience that you would bring to the board.
Twenty years of leadership, public relations, and human resources experience. In my personal life I've been a member of Alpha Phi Alpha fraternity and I've worked various coaching and mentoring opportunities.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
Per the mission statement, the academy is all about empowering students to be successful. Leadership is a key tenant.
2. What is your understanding of the school's proposed educational program?
Based on "The Leader in Me" – Teaching students to be respectful, responsible, and receptive. I understand the school will be established as a K-5 and look to grow each year through K12.
3. What do you believe to be the characteristics of a successful school?
A successful school puts the needs of the students first. It is transparent, treats all students equal, and students/staff/parents are treated with dignity and respect. A successful school masters the basics.
4. How will you know that the school is succeeding (or not) in its mission?
I'm a strong believer in quantitative metrics but I recognize there is value in qualitative measurements as well. A school can be judged on their student academic gates (testing) but also on their social and mental performances.

Governance

1. Describe the role that the board will play in the school's operation.
The board provides guidance and oversight to the school director and the staff. The board makes business decisions on behalf of the academy.
2. How will you know if the school is successful at the end of the first year of operation?

I believe we must set measures of performance before the first year starts and measure against it. Did we achieve the goals we set out to achieve. This includes everything from enrolment numbers to grades and test scores.

3. How will you know at the end of five years of the schools is successful?
The measures of performance should be evaluated longitudinal. If progress is made each year towards the predetermines performance goal, I consider that successful.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Be present. Attend board meetings, be open-minded and consider all options, be deliberate and fair.
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'm a firm believer in open, honest, and on the record communication. If this occurs, it should be brought up in a point of order at the board meeting. This ensures all stakeholders are aware of the concern and also gives the individual an opportunity to voice their reasoning for their actions.


*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Michael Burns, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.


Signature

25 APR 23
Date

Michael J. Burns, Ph.D.

Hope Mills, NC 28348 | 931-472-4770 | Michael.Burns1906@gmail.com

Objective

Accomplished professional with more than 25 years of practitioner experience in leadership, corporate communications, human resource management, employee training, and organizational management seeking an adjunct faculty position with an online collegiate program. I am excited for the opportunity to provide quality instruction to students through well prepared classes, relevant assignments, fair and holistic assessment of learning, clear documentation of student progress, and support of the academic success for ALL students.

Education

Ph.D. Organizational Management – Teaching Track | Capella University | 2016

Master of Strategic Studies | U.S. Army War College | 2022

MBA | Webster University | 2007

Bachelor of Science – Business and Finance | Regis University | 2001

Skills & Abilities

Ph.D. level researcher, writer, and reviewer
Management, Leadership, & Comms theories & concepts
Public Relations / Public Affairs practitioner
Graduate level curriculum development and class delivery
Public speaking
APA, AP, MLA style writing, reviewing, and teaching
Blackboard learning software
Published news and print articles
Diversity, equity, and inclusion specialization

Work History

Director of Public Affairs, U.S. Army, June 2019-June 2021

Director Public Affairs - Fayetteville, NC:

Communications director, spokesperson, and media editor for the Army's largest response force unit - a 17k person military organization with global responsibilities. I led and managed a 14-person team of communicators and was responsible for developing and publishing public affairs guidance, policy, and plans. I oversaw the coordination of all aspects of internal and external communications, often with national media outlets. I routinely provided mentorship, communications, and media preparation classes to leaders across the organization. Developed and taught multiple lesson plans for communications-related material to my subordinates. As an editor, I was responsible for copy/editing and releasing dozens of media products.

Various Roles & Positions as a Public Affairs Practitioner, June 2011 – June 2019

U.S. Army – Clarksville, TN; Dallas, TX, Fayetteville, NC

Deputy Public Affairs Director - Fayetteville, NC:

Plans and coordinates all aspects of public affairs for a large military base. Demonstrated experience in public affairs planning, crisis communications, media operations, budget management, and community

Michael J. Burns, Ph.D.

5708 Ione Court, Hope Mills, NC 28348 | Mobil 931-472-4770 | Michael.Burns1906@gmail.com

relations. Provided professional development, enhancing my team's ability to listen, read, speak, and write effectively.

Public Affairs Planner - Baghdad, Iraq:

Managed a team working with international, government, and non-governmental agencies in planning and executing communications strategy for the military coalition against terrorism in Iraq and Syria. This included coordinating and executing media engagements, speech writing, message development, press operations, and social media for the global campaign against ISIS.

Public Affairs Fellow - Bell Helicopter, Dallas, TX:

Served as a member of the Bell Helicopter corporate communications team. Drafted corporate communications plans, developed, and executed marketing and outreach, corporate sponsorship programs, and crisis communication campaigns at the national level. One of seven service members chosen to this highly competitive one-year fellowship program.

Public Affairs Manager - Clarksville, TN:

Manager and principal advisor to senior military official for all aspects of public affairs matters including community relations and press events. Developed communications plan for several high visibility military operations, community relations events, and a special visit by President Barrack Obama.

Human Resources Manager, 08/2006 to 01/2011

U.S. Army – Columbia, SC; Baghdad, Iraq; Clarksville, TN

Director of Human Resources - Clarksville, TN:

HR director with overall supervision and responsibility for all aspects of personnel administrative matters for a 600-employee organization including: talent management, performance appraisals, awards, promotion actions, employee benefits, leaves of absence, training, professional development for employees, and hiring actions. Coordinated staff responsibilities for all aspects of personnel service support for three hundred personnel not deployed with a unit. Exercised staff supervision over the seven person staff section to include personnel in strength accounting, strength management, evaluations, awards, and administration. Supervised and utilized electronic officer & enlisted personnel management using human resources database systems such as: Electronic Military Personnel Office (eMILPO), Evaluation Reporting System (ERS), Electronic Total Officer Personnel Management Information (eTOPMIS), Interactive Personnel Records Management System (IPERMS), and the Deployment Theater Accountability System (DTAS). On two occasions these duties were performed in austere environments with limited resources.

Student Director (Commander) - Columbia, SC:

Responsible for the discipline, training, development, and well-being of 1500 newly enlisted Army personnel attending credit-producing occupational courses. Managed curriculum development, course scheduling, multiple facilities, and 10-15-person staff.

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: **H.Y.P.E. Leadership Academy**

2. Full name: *Brandon Keith Price*

Home Address: *8570 Arabia Rd, Lumber Bridge NC 28357*

Business Name and Address: *Fayetteville Area Habitat for Humanity 733 Bargain St.*

Telephone No.: *910.243.0011*

E-mail address: *brandon@fayettevilleshabitat.org*

3. Brief educational and employment history. *BA, ALLM, JD*

2006-2015 - Fayetteville Urban Ministry

2018-current - Fayetteville Area Habitat for Humanity

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? *Mr. Brantley. To make a difference*

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

Provide unique education opportunities

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've worked with Boards my whole professional career and serve on Mount Shepherd Christian Camp Board of Directors.

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

Non-Profit Management - legal

School Mission and Program

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

To build the next generation of Leaders

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

Leadership & Service orientation

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

Amazing Teachers supported by Amazing Administrative Team!

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

The outcomes from students and parents

Governance

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

To provide oversight and assist in governing

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

The production from students and the experience of each family

3. How will you know at the end of five years of the school's operation if it is successful?

Whether or not we are producing service oriented leaders and thinkers.

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

Be intentional about the types of teachers and curriculum it uses.

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?

Address them and their actions and then the board

*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Brandon Price, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

B. Price
Signature

4/24/2023
Date

BRANDON K. PRICE

Lumber Bridge, NC 28357 | 910.263.0011 | bkprice01@gmail.com

EDUCATION

Faulkner University, Thomas Goode Jones School of Law <i>Juris Doctorate</i>	Montgomery, Alabama 2018
Faulkner University, Thomas Goode Jones School of Law <i>Master of Laws/LLM (Advocacy & Dispute Resolution)</i>	Montgomery, Alabama 2018
Fayetteville State University <i>Bachelor of Science in Political Science</i>	Fayetteville, North Carolina 2005

WORK EXPERIENCE

Fayetteville Area Habitat for Humanity October 2018 - Current
Advocacy and Compliance Officer

- Supports all departments by collecting and coordinating internal compliance data with auditors and funders.
- Provides administrative support by implementing systems, procedures, and policies; completing projects in support of compliance auditors and HUD.
- Developing, implementing and managing an organization's compliance program
- Coordinating with federal and state regulators
- Planning, implementing and overseeing risk-related/management programs
- Creating and coordinating proper reporting channels for compliance issues
- Developing company compliance communications
- Coordinating and scheduling required compliance training for employees

Full Time Law School Student – 2015-2018

Fayetteville Urban Ministry May 2006- July 2015
Community Liaison (July 2012-July 2015)

- Manage and take lead role with all fundraisers for the organization.
- Develop and promote marketing campaigns
- Build, manage, maintain strong relationships and communication with referring parties.
- Manage web presence and all mass communications (mass emails, newsletters, website)
- Thorough knowledge of the principles and practices of public relations and communications programs and/or marketing campaign strategies.
- Maintain complete and accurate records and statistics and to develop meaningful reports.
- Effectively express ideas orally and in writing.
- Make oral presentations before large/small groups
- Exercise considerable tact and courtesy in frequent contact with the public establish and maintain effective working relationships as necessitated by work assignments.

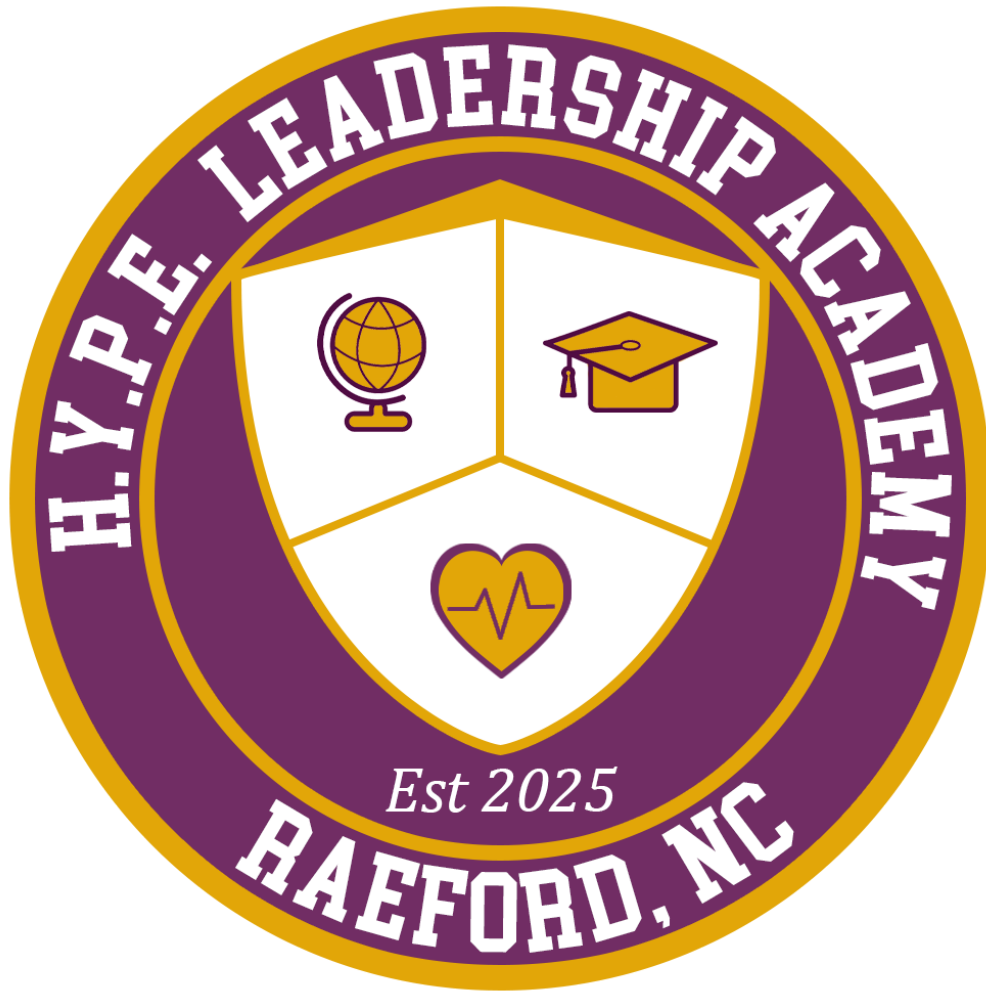
Fayetteville Urban Ministry

Find-A-Friend Mentor Program Coordinator (May 2006 – July 2012)

Recruited, screened, interviewed and trained mentors for children considered at risk for being in the court system, or already in court system. Implemented evidence-based curriculum to provide workshops teaching and counseling on character building and life skills for these youth.

“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.” ~ Margaret Mead

H.Y.P.E. Leadership ACADEMY



BEGINNING TEACHER SUPPORT PLAN

*In compliance with provisions established by the North Carolina State Board of Education, the following components of the Beginning Teacher Support Plan (BTSP) will be implemented by The Capitol Encore Academy (H.Y.P.E.).

Program Overview

The Capitol Encore Academy's Beginning Teacher Support Plan includes staff members with their 1st-3rd years of teaching. All beginning teachers will receive support from mentors, the Beginning Teacher Program Coordinator and school administration. They will be evaluated by school administration using the North Carolina Educator Effectiveness System (NCEES) Model. The principal/director will monitor the progress of all beginning teachers through the required three year induction period. At the end of each school year, the status of all beginning teachers will be reviewed, verified and the staff members with three years of experience who meet all expectations set forth by the licensure department will be approved to transition from an Initial License to a Continual License and notification will be sent to the Licensure Division of the Department of Public Instruction.

Identifying and Verifying Beginning Teachers

When a candidate is hired, they will be required to submit a copy of their initial license. They will also be required to affiliate with The Capitol Encore Academy in the NC Licensure Section of the NC Department of Public Instruction:

<http://www.dpi.state.nc.us/licensure/>

For verification, all beginning teachers will be assigned to their area of Licensure and/or Experience. This process will not be required for student service personnel, administration, curriculum instructional specialist or teachers with 3 years or more of experience. Teachers will need to follow all NCSBE requirements for all required licensure tests. Teachers with an Initial License are eligible to convert to a continuing license once all required coursework has been successfully completed, all NCSBE approved exams have been passed, and three years of teaching have been completed. Once continuing license is earned in one area, additional teaching areas do not require a BTSP experience. As part of the requirements to measure the performance of Educator Preparation Programs (EPPs), as stated in GS 115C-269.35, recent graduate surveys, completed by the Beginning Teacher (BT), and the employer survey, completed by the principal/director, will be done at the end of a teacher's first year of teaching.

Formal Orientation

Orientation will take place each school year prior to the first day for students or within the two weeks of the teacher's first day of work. At a minimum, the orientation will provide beginning teachers with an overview of the following:

- H.Y.P.E.'s Mission, Vision, and Charter
- State Board of Education's Mission and Goals

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- H.Y.P.E.'s Goals, Policies and Procedures (Staff and Student Handbook)
- The North Carolina Educator Effectiveness System (NCEES)
- Teach Like a Champion (TLaC) Strategies by Doug Lemov
- H.Y.P.E.'s Beginning Teacher Support Program
- Process for achieving a Standards Professional II (Continuing) License
- NC Standard Course of Studies and NC Essential Standards
- State Accountability Program
- Second Step Curriculum
- Arts Integration Plan at H.Y.P.E.
- The safe and appropriate use of seclusion and restraint of students
- H.Y.P.E. curriculum guides
- Working condition guidelines
- A description of available services and training opportunities at H.Y.P.E.

Beginning teachers that begin after the start of the school year will participate in small group Orientation Sessions with the Beginning Teacher Program Coordinator within their first ten days of employment. Documentation will be maintained by the school principal/director to certify that all beginning teachers have attended orientation sessions.

Optimum Working Conditions for Beginning Teachers

To ensure that beginning teachers have the opportunity to become effective instructors, the following working conditions will be enforced and monitored at H.Y.P.E.:

- Mentors are assigned early, and in close proximity
- Limited preparations
- Limited non-instructional duties
- Limited number of exceptional or difficult students
- No extracurricular assignments unless requested in writing by the Beginning Teacher
- Beginning Teachers assigned to area of licensure and/or experience

Mentor Teacher Selection Criteria

Mentors are instrumental in the implementation of a successful Beginning Teacher

Support Program at H.Y.P.E.. The following guidelines will be followed when selecting mentors:

- Selection will include input from administration, the Beginning Teacher Program Coordinator and teacher leads and the process will be transparent and uniformly applied
- Mentor selection criteria will be clearly communicated by the school's leadership team ■ Roles of mentors will be documented and clearly stated
- Mentor assignment guidelines will be followed as stated in GS115C-296(e)

Mentor Assignment Guidelines

H.Y.P.E. will follow the following guidelines when assigning mentors to beginning teachers:

- Mentors must be at least rated at least “proficient” level on NCEES (Ratings of proficient or higher on three of the five standards on the most recent summative evaluation, or on Standards 1 and 4 on an Abbreviated Evaluation).
- The principal/director will determine which mentor best meets the needs of each new teacher and will assign the most appropriate mentor to the new teacher with priority consideration for mentors rated as “distinguished” or “accomplished”.
 - o Distinguished means a mentor received ratings of distinguished on three of the five standards to include Standard 4 on the most recent summative evaluation or Standard 4 for teachers on an Abbreviated Evaluation.
 - o Accomplished means a teacher has received ratings of accomplished on three of the five standards to include Standard 4 on the most recent summative evaluation or Standard 4 on an Abbreviated Evaluation.
- The Capitol Encore Academy may also utilize retired teachers to serve as mentors. ■ If the principal/director determines that a teacher rated as “proficient” or a retired teacher is the most appropriate mentor for a new teacher, the principal/director shall maintain records of the reasons for that determination.
- The Capitol Encore Academy will use the most recent available evaluation for teachers who lack an evaluation from the prior year. Any teachers without evaluation data for two or more consecutive years will not serve as a mentor to a BT unless the mentor is a retired teacher.
- All teachers assigned to be a mentor to a BT will meet eligibility requirements in the year of the assignment. No mentor whose evaluation falls below the “proficient” level may continue to serve as a mentor to a BT, regardless of existing mentor-mentee relationships.

- If a teacher serves as a mentor and they are not employed by H.Y.P.E., the mentor will be rated at least “accomplished” (received ratings of accomplished or higher on three of five standards including Standard 4 on the most recent summative evaluation, or on Standard 4 on an Abbreviated Evaluation), and H.Y.P.E.’s principal/director will maintain a record of the reasons for selecting the mentor from a different school.

Roles and expectations of H.Y.P.E. mentors are as follows:

- Attend professional development activities as required
- Focus primary support on improving teaching and learning
- Provide observation feedback, support, and encouragement on an ongoing basis
- Participate in Beginning Teacher Support Program meetings
- Assist beginning teachers with learning and applying the NCSCOS in the classroom
- Collaborate with the beginning teacher and principal/director (or principal/director’s designee) in creating and implementing a Professional Development Plan (PDP)
- Complete and submit mentor logs
- Model appropriate professional behavior
- Provide resources as needed
- Provide logistical and emotional support
- Provide input in confirming beginning teacher’s completion of H.Y.P.E.’s Beginning Teacher Support Program
- Support and aid in Beginning Teacher Orientation
- Align all mentoring practices with the NC Mentor Standards

Mentor Training

Mentors will receive training, based on the NC Mentor Standards, regarding their role as mentors and their responsibilities when named as a mentor at H.Y.P.E.. Mentors will receive ongoing training to advance their knowledge and skills and participate in professional learning communities focused on mentoring practices. Mentors have opportunities to participate in continued learning opportunities. Mentors will receive support

in their role from the principal/director and beginning teacher lead mentor. The principal/director and the Beginning Teacher Program Coordinator will facilitate a mentor information session that addresses the following topics:

- An overview of the NC Mentor and Beginning Teacher Support Program
- Completion of the North Carolina 21st Century Mentoring module found in the Professional Development Section of the NCEES Online Tool
- Roles and expectations of mentors in the induction process
- Licensure issues and resources

BTSP Support and Oversight

The principal/director and the Beginning Teacher Program Coordinator will be tasked

with ensuring that the Beginning Teacher Support Program is successful at H.Y.P.E.. The principal/director and H.Y.P.E. Beginning Teacher Support Program coordinator will assign a mentor to a beginning teacher. They will provide support as needed to the induction process. The principal/director will visit beginning teachers in their classrooms on a regular basis and provide formal and informal feedback during those visits. Professional Learning Communities will be utilized on a weekly basis to augment strengths and correct weaknesses seen in classrooms. This process will be used to build an environment of constant feedback and improvement.

Evaluation

All beginning teacher are evaluated on the North Carolina Educator Evaluation System (NCEES). Administration will conduct a minimum of three formal observations and a peer will complete one formal observation each year. The observations windows will be documented in the Observation Plan shared with staff each August. All observations must be completed by staff members trained in the NCEES process. The summative evaluation will be completed by May 30th each year.

Professional Development Plan

Beginning teachers are required to create a Professional Development Plan (PDP) in collaboration with their mentor and their principal/director (or principal/director's designee) and complete any professional development required or requested by leadership. The PDP will be based on NCPTS and must include goals, strategies, and assessment of the BT's progress in improving professional skills. Formative assessment conferences are held at the beginning, middle, and end of each year, including BT, mentor, and principal/director, to reflect on progress of BT in meeting goals. Signatures of BT, mentor, and principal/director are required for each formative assessment conference.

Observation Process

All teachers, principal/directors and peer evaluators will complete training on the evaluation each year as part of the back to school professional development offered at H.Y.P.E..

Year 1:

The beginning teacher:

- Assigned a mentor
- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).
- Creates a PDP by October 15th
- Three administrative observations (observations must last 45 minutes or entire

class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative evaluation annually

- o At least two observations will be conducted in the first semester of the school year, and if practicable, at least one of those observations shall be within the first trimester.

- o At least one of the three annual administrative observations will be conducted by the principal/director/director.

- Attends monthly Beginning Teacher Support Meetings

- Completes any professional development assigned to the beginning teacher

Year 2:

The beginning teacher:

- Continues to have a mentor

- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).

- Creates a PDP by October 15th

- Three administrative observations (observations must last 45 minutes or entire class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative evaluation annually

- o At least two observations will be conducted in the first semester of the school year, and if practicable, at least one of those observations shall be within the first trimester.

- o At least one of the three annual administrative observations will be conducted by the principal/director/director.

- Attends monthly Beginning Teacher Support Meetings

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- Completes any professional development assigned to the beginning teacher

Year 3:

The beginning teacher:

- Continues to have a mentor

- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).

- Creates a PDP by October 15th

- Three administrative observations (observations must last 45 minutes or entire class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative

- evaluation annually
- Attends monthly Beginning Teacher Support Meetings
- Completes any professional development assigned to the beginning teacher
- Completes the BTSP requirements and is exited from the programs once information is verified.

Monitored Growth Plans and Directed Growth Plans will be implemented when necessitated by ratings by the principal/director (or principal/director's designee)

Beginning Teacher Files

A Cumulative Beginning Teacher File will be maintained on each beginning teacher in a secured location in the principal/director's office. The file will contain the following items:

- Walk through observation rubrics and feedback
- Notes from PDP meetings with mentors and administration
- Mentor logs
- Summative Evaluation Results

The principal/director will transfer the file in a timely manner as appropriate to other LEAs, charter schools and non-public institutions upon authorization of the teacher.

Beginning Teacher Support Program Evaluation

The Capitol Encore Academy's Beginning Teacher Support Program will be reviewed by the beginning teachers through two yearly surveys. The first survey, given to the BT at the beginning of the school year, will help guide the Beginning Teacher Program Coordinator's choice of professional development for the school year. The end of year surveys will be used to reviewed the year's program and make any needed changes. The results will be shared annually with the board and staff to guide revisions and needed adjustments and to ensure that we are in compliance with the State Board Policy.

Beginning Teacher Support Plan Monitoring

Approved BTSP will be monitored for compliance to the State Board Policy. Monitoring will be completed on a five year revolving cycle. Technical assistance will be sought to address areas of concern.

Participation in Peer Review Process

H.Y.P.E. will participate in the regionally based annual review. A self-assessment and peer review will be

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completed as a part of the peer review process. All data collected will be summarized and reviewed by NCDPI on a five year cycle.

Principal/director _____ Date:

_____ The Capitol Encore Academy Board Chair

_____ Date: _____ Approved by the Local

School Board (date) _____

Submitted to NCDPI (date)

Approved by NCDPI (date)

Date of this notice: 04-03-2023

Employer Identification Number:
92-3297042

Form: SS-4

Number of this notice: CP 575 E

HYPE LEADERSHIP ACADEMY INC
126 HAY ST
FAYETTEVILLE, NC 28301

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3297042. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

Date of this notice: 04-03-2023

Employer Identification Number:
92-3297042

Form: SS-4

Number of this notice: CP 575 E

HYPE LEADERSHIP ACADEMY INC
126 HAY ST
FAYETTEVILLE, NC 28301

For assistance you may call us at:
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2023 NC CHARTER APPLICATION



NC Public Charters

Organization Information

Organization Name *

HYPE Leadership Academy

Telephone

5867315300

Fax

9104916786

Address

0 Fayetteville Road

Unit/Suite

Zip Code

28376

City

Raeford

State

North Carolina





Primary Contact Name *

Joe Salisbury

Opening Year *

2025

Is Management Organization Used

Yes No

Primary Contact Relation To Board *

CMO Designee for Application

Management Organization Name

NC Education Solutions

Board Members Roster *

Management Organization Contact Name

Will Kneer

Primary Contact Email *

joe@hype-leadership.org

Management Organization Phone

5867315300

Primary Contact Phone *

7346242897

Management Organization Email

will@trgschools.com

PrimaryContact Address *

126 Hay Street

Unit/Suite *

Zip Code *

28301

City *

Fayetteville

State *

North Carolina



1. Application Contact Information

Q1. Name of Proposed Charter School

H.Y.P.E. Leadership Academy

Applicant Comments :

H.Y.P.E. stands for Helping Young People Elevate

Q2. Primary Contact's Alternate Telephone Number (xxx-xxx-xxxx)

- The primary contact will serve as the contact for follow-up, interviews, and notices regarding this Application

734-624-2897

Q3. Geographic County in which charter school will reside

Hoke County

Q4. LEA/District Name

H.Y.P.E. Leadership Academy - Hoke County Schools

Q5. Zip code for the proposed school site, if known

28376

Q6. Was this application prepared with the assistance of a third party such as a consultant or Charter Support Organization (CSO) (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=hejlslsh9el7BC8rRkMVLthGg%3d%3d&ptid=amlgTZiB9plushNjl6WXhfiOQ%3d%3d&secid=lyc2NIZPsdzgEk6V6aj45g%3d%3d&PG=6&IRP=0>)?

Yes

No

Q7. Give the name of the third-party consultant or CSO:

NC Educational Solutions



Q8. Describe any fees provided to the third-party person or CSO as reflected in the budget.

There are no fees being charged to the school for assistance with the charter application.

Q9. Provide a full detailed response of the assistance provided by the third-party consultant or group while preparing this application and when the assistance will end:

NC Educational Solutions is the non-profit CMO arm of The Romine Group. The Romine Group is a full-service educational management organization that understands the laws, resources, and considerations needed in the development of a successful charter school. NC Educational Solutions will provide guidance and support to find resources in facility acquisition, educational resources, compliance with NC DPI, as well as other necessary development needs for information to ensure a comprehensive approach was completed when applying for the charter contract. Once awarded, the H.Y.P.E. Leadership Academy Board of Directors will determine if it would like to contract services with the charter management organization to implement the day-to-day operations of the school.

Q10. Projected School Opening Month

August, 2025

Q11. Will this school operate on a year-round schedule?

- Yes (Year-Round)
- No

Q12. Complete the Enrollment Summary table (see resources), providing grade levels and total projected student enrollment for Years 1-5.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Resources

Enrollment Summar...



Applicant Evidence :

HYPE - Enrollment S...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q13. At full capacity, what is your estimated student enrollment and grade spans?

K-12 with 835 total students. See attached overall projection.

Applicant Evidence :

HYPE - K-12 Projecte...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q14. Complete the Enrollment Demographics table (see resources), providing projected enrollment for each of the following demographic groups.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Resources

Enrollment Demogra...

Applicant Evidence :

HYPE - Enrollment D...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q15. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan outlined above.



The rationale for the H.Y.P.E. Leadership Academy to begin year one as a Kindergarten through fifth-grade school and grow a grade level each year until grade nine is founded in the experience and research detailed below.

An analysis of projected enrollment figures was conducted based on North Carolina law mandates regarding classroom size, as well as the indicators surrounding typical classroom size in Hoke County and growth in Raeford with the completion of the I-295 expansion providing growth and accessibility to the area. This in conjunction with our previous experience regarding the year-to-year growth success in a charter school was the foundation for the enrollment growth plan. For the type of program which H.Y.P.E. seeks to provide, beginning as a K-5th grade school will offer the supportive opportunity to have enough financial support for the program without growing too large too fast. The H.Y.P.E. Leadership Academy's goal is to start with a strong focused program to build the culture and climate found in the principles of Leader in Me and to be able to have marginal growth to ensure sustainability in years 1-4. In the 5th year, the H.Y.P.E. Leadership Academy team feels it will be a financially stable program with a secure staff and plans to add 9th. The 9th-grade students will move up as the previous year's 8th-graders. Adding 9th grade means that there will be an additional requirement for teachers that are highly qualified in each subject area. H.Y.P.E. also believes that after 4 years of existence, the culture of the school will be stable and ready to accommodate the additional expansion into high school.

Should actual enrollment numbers be lower than projected, the first financial move would be to adjust the number of staff. We will continue to maintain the same small class sizes, but if we have the ability to consolidate classes and remove a teaching position from the budget then we will do that. A reduction in staff would also provide the opportunity to reduce expenses that accompany staff. These reductions would include benefits, staff development, supplies, and equipment. Certain expenses directly related to students would include lunch, support services, business services, and rent which are based on student count. Because rent and business services are based on student income, these expense numbers will automatically fluctuate with enrollment. Enrollment could drop by as much as 10% and the school could maintain a positive cash balance. The break-even numbers for each school year are as follows:

FY26 - 285 grades K-5

FY27 - 350 grades K-6

FY28 - 415 grades K-7

FY29 - 482 grades K-8

FY30 - 550 grades K-9

It is important to note that the academy expects to receive supplemental federal funds that will



reduce some of the pressure should enrollment drop below-anticipated enrollment. These funds include PRC 060 (IDEA) Funds, PRC 050 (Title I) Funds, PRC 103 (Title II) Funds, PRC 108 (Title IV) Funds, PRC 016 (Summer Reading) Funds, and School Lunch reimbursements through the USDA.

Q16. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- I certify
- I do not certify

Applicant Comments :

Similar and shared protocols, procedures, and instructional operations through NC Educational Solutions and The Romine Group will be aligned to other schools managed by either NC Educational Solutions or The Romine Group.

Q17. Explanation (optional)



2. Non-Profit Corporation Information


Private Non-profit Corporation (NCGS 115C-218.1)

- The nonprofit corporation must be officially authorized by the NC Secretary of State upon application submission.

Q18. Organization Type

- Non-Profit Corporation
- Municipality

Applicant Evidence :


IV64ba69bc90ac4d4...

Uploaded on **3/13/2023**
by **Joe Salisbury**

Q19. Official name of the private, non-profit corporation as registered with the NC Secretary of State

- This is the entity that will hold the Charter if final approval is granted by the NC State Board of Education.

H.Y.P.E. Leadership Academy, Inc.

Q20. Has the organization applied for 501(c)(3) non-profit status?

- Yes
- No

Q21. The private non-profit listed as the responsible organization for the proposed charter school has 501(c)(3) status:

- Federal Tax-Exempt Status (NCGS 115C-218.15)
- If the non-profit organization has yet to obtain 501(c)(3) status, the tax-exempt status



must be obtained from the Internal Revenue Service within twenty-four (24) months of the date the Charter Application is given final approval.

- Yes
- No

Q22. Attach as Appendix F Federal Documentation of Tax-Exempt Status


Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 10

Applicant Comments :

The school has applied for Non-Profit status, however, it has not been approved as of application submission.

Applicant Evidence :


SS4 HYPE.pdf

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q23. Name of Registered Agent and Address

- As listed with the NC Secretary of State

Joseph Salisbury
126 Hay Street
Fayetteville, NC 28301

Q24. Federal Tax ID

92-3297042

Applicant Evidence :


HYPE EIN CP575Noti...

Uploaded on **4/6/2023**
by **Joe Salisbury**



2023 NC CHARTER APPLICATION
NC Public Charters





3. Acceleration

Per NC Administrative Code 16 NCAC 06G .0509 (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=84R1LVelxY9lvhpKdhHt1w==&ptid=muNUIKiR2jsXcslsh28JpBkiw==&secid=x9VPtMUo9twbb6Q1kKyM7A==&PG=6&IRP=0>), the State Board of Education, in its discretion, may accelerate the mandatory planning year to increase the number of high-quality charter schools.

Q25. Requirements

The State Board of Education may accelerate the mandatory planning year for a charter applicant that meets the following requirements:

- (1) agrees to participate in the planning year while the charter application is being reviewed without any guarantee of charter award; and
- (2) demonstrates that there is a facility identified by the applicant that is feasible for opening on an accelerated schedule. Do you want your application to be considered for acceleration?

- Yes
- No



4. Conversion

Q39. Is this application a Conversion from a traditional public school or private school?

- Yes
- No



5. Replication

Per NC Administrative Code 16 NCAC 06G .0512, the State Board of Education (SBE) may, in certain well-defined instances, grant permission for a non-profit corporation board of directors (board) to replicate either its own successful model or to employ an educational management company (EMO) or a charter management organization (CMO) to replicate a successful model currently being operated under the management of the EMO or CMO. The SBE may also, in certain well-defined instances, grant permission for a non-profit corporation board to “fast track” such a replication by foregoing the planning year normally required for newly-approved charter applicants.

If applying for a replication, please review the following definitions and continue in this section.

- (1) "Charter school model" or "model" mean the mission as defined in the charter application and function of a charter school, including its governance, its curriculum, its organizational structure, its targeted population, and other key characteristics of the school, such as small class size, thematic academics, and extended day.
- (2) "Successful model" means a charter school model that meets the eligibility requirements in Rule .0513 of this Section.
- (3) "Replication" means the act of copying, recreating, or repeating, a successful charter school model. A "replication" requires the utilization of one charter school "model" to form the creation of a new charter school.
- (4) "Fast-Track Replication" is a special form of replication in which the approved applicant foregoes the planning year required of new charter school applicants.

History Note: Authority G.S. 115C-218.3;

Emergency Adoption Eff. August 20, 2019;

Eff. March 17, 2021.

Q56. Do you want this application to be considered for standard or fast-track replication?

- Standard
- Fast-Track



No, this is not a replication



6. Alternative

*A charter school meeting the eligibility criteria set forth in this policy and seeking designation as an “alternative school” must submit an application to the Office of Charter Schools describing in detail the school’s mission as it relates to the request for the designation; the criteria the school plans to use that will meet the eligibility requirements set forth below, including the documentation the school will use to support its admissions process; how the school intends to serve the select population, educationally and otherwise; and the goals the school is setting for academic achievement for this population. The application must also include an admission plan that is well-defined and specifically limited to serving at-risk students as described in the application. A plan that is not well-defined will not be approved.

*The school must, in its application, designate which of the alternative accountability options it is requesting under ACCT-038 (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=ACCT-038&Sch=10399&S=10399&C=ACCT&RevNo=1.02&T=A&Z=P&St=ADOPTED&PG=6&SN=true>). The option selected, if approved, cannot be changed except at the time of renewal (as outlined in CHTR-020.III (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=CHTR-020&Sch=10399&S=10399&C=CHTR&RevNo=1.02&T=A&Z=P&St=ADOPTED&PG=6&SN=true>)).

Q67. Do you want your application to be considered for an Alternative Charter School?

- Yes
- No



7. EMO/CMO

Q69. Does the Charter School plan to contract for services with an “educational management organization” or “charter management organization?”

- Yes
- No

Q70. EMO/CMO Mailing Address City, State, Zip

NC Educational Solutions

7877 Stead Rd

Utica, MI 48317

Q71. EMO/CMO Website

<https://therominegroup.com/index.php/about-the-romine-group>

The Non-Profit arm portion of the website is still under development.

Q72. Explain how the contract with the specified EMO or CMO will be in the best educational and financial interest of the charter school.



NC Educational Solutions is the non-profit Charter Management Organization of The Romine Group, Inc.

The Romine Group is a full-service educational management organization. The Romine Group has over thirty-five years of experience in assisting with the successful opening and implementation of over thirty charter schools in Michigan and North Carolina. From its inception, The Romine Group has been led by educators with the desire to positively impact the lives of children and families by offering a quality choice in education.

Under The Romine Group, NC Educational Solutions has currently established community relationships within Cumberland County and surrounding communities. The success and partnership shown with The Capitol Encore Academy were the reasons the members of the H.Y.P.E. Leadership Academy founding team contacted NC Educational Solutions for assistance in the development of this charter in the Hoke County community.

NC Educational Solutions and The Romine Group have not only supported its schools in fiscal solvency, but have supported their growth educationally, as well as in financial independence, facility acquisition, resource management, and other fiscally responsible practices. NC Educational Solutions provides support to the Board of Directors that aligns with the school mission while guiding them with the knowledge and understanding of the legal use of state and federal allocations. Additionally, The Romine Group has developed The Select Standards, which are procedures and processes to assist a new school in all areas necessary to be a success. The standards range from foundational practices in curriculum, instruction, and assessment to enrollment to Exceptional Children's services and more. They use these standards of successful practices to be a foundation that unique and focal programs are built upon.

NC Educational Solutions and The Romine Group pride themselves on the belief that every community has unique needs and within that community, every child does as well. Helping communities to create educational opportunities to support those unique needs is paramount to the maintenance and growth of our future. The Board of Directors of H.Y.P.E. Leadership Academy is aligned in that belief and as partners with NC Educational Solutions, they believe the mission and vision will come alive thereby being in the best educational and financial interest of the charter school.

Q73. [Attach as Appendix A4.1: Executed or Draft Management Contract](#)

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5



Applicant Evidence :



HYPE Proposed CMO...

Uploaded on **4/27/2023**

by **Joe Salisbury**

Q74. What other EMO/CMOs were pursued and why did the applicant select this one? Please include information regarding other management organizations' fees and financial/academic records that led to the selection of the proposed EMO/CMO as the best fit for this proposed school.



The relationship between NC Educational Solutions and H.Y.P.E. Leadership Academy developed from discussions that took place between several members of the local community experiencing success with The Capitol Encore Academy in Cumberland County. The discussions surrounding the need to provide additional opportunities to an expanding community in the nearby Hoke County led to an additional partnership with H.Y.P.E., a previously established non-profit created to help young people elevate through leadership opportunities in the community. A network emerged as multiple meetings with community representatives from the area continued. The discussions expanded to include requesting input and support from NC Educational Solutions on the partnership moving forward as H.Y.P.E. developed in the vision of H.Y.P.E Leadership Academy.

The greatest obstacles in bringing this new educational opportunity to fruition included, but were not limited to acquisition or construction of a facility; financing necessary for construction and start-up costs; implementation of a leadership program that would ensure student achievement and expansion into career pathways to further support the community; identifying a group to work with that had expertise but would remain flexible enough to work with the Board and community vision for the project; day to day operation of the school that supported the Boards vision and policies and ensured the mission was carried out; finding an organization that has established success and support in the local and/or nearby communities. The founding team members and the Board of Directors have found NC Educational Solutions to be able to support each of the obstacles presented in making this dream a reality.

The year of planning and preparation for the submission of the H.Y.P.E Leadership Academy application has provided comprehensive discussions far-reaching which have shown the level of true partnership. Despite finding a seamless fit, the team recognized the need for due diligence and researched additional management organizations.

Charter One is based out of Arizona and has expanded to NC with several charter schools and upcoming schools. They also have schools with a leadership model, what the board has viewed is that each of those schools reflects an exact likeness approach. They use the Core Knowledge curriculum and R.A.I.S.E character education to support the leadership component in every leadership model school. They do not have any schools in the Cumberland/Hoke County areas. They have schools in Raleigh, Wilmington, and Charlotte areas.

National Heritage Academies is based out of Michigan and has expanded to NC with several charter schools. Every school appears to reflect the exact same likeness with regard to curriculum, instruction, and programs. Additionally, the financial model does not lift and empower the Academy by working to build financial freedom through planning and preparation of fund balance. They do not have any schools in the Cumberland/Hoke County areas. They have several in the Raleigh, Greensboro, and Charlotte areas.

Both of these management organizations have a structured model of program design and




implementation appearing inflexible with the comprehensive needs of the community to bring innovation supporting the individual mission of the Board of Directors. Additionally, the management fee structure is more transparent and advantageous with NC Educational Solutions, as they work to build financial viability and freedom through the growth of a fund balance to meet the future needs of the school. The H.Y.P.E. Leadership Academy board believes that the success points, resources, experience, established networks and relationships in the local communities along with the values, understanding, and support to design an education program that meets the needs of its local community, is evidence that the partnership with NC Educational Solutions as the H.Y.P.E. Leadership Academy's CMO is favorable. For these reasons and beyond, the Board of Directors selected this applicant as the best fit for the H.Y.P.E. Leadership Academy.

The Board recognizes the responsibility for holding NC Educational Solutions, or any other CMO, accountable for the responsibilities outlined in a management agreement and ensuring that our students and school's best interests come first at all times.

Q75. Provide and discuss student performance, governance performance, and financial data from other schools managed by the management company to demonstrate how this organization is a good fit for the targeted student population. Nationally, what are the highest and lowest-performing schools of the EMO/CMO? Why are these two schools so different in overall achievement?

Due to the performance in student data, governance, and finances, as well as their philosophy, and established relationships within the community, the H.Y.P.E. Leadership Academy Board of Directors believes this partnership is the best fit for the target population. Please see the attached narrative for additional data responses.

Applicant Evidence :


Q75 EMO Performan...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q76. Describe how the governance structure will be affected, if at all, by the EMO/CMO, and particularly discuss how the board of directors of the charter school will govern the school independently of the EMO/CMO.




The H.Y.P.E. Leadership Academy Board of Directors will be responsible for the oversight and governance of the school. This governance will start with identifying and adopting policies related to academics, discipline, personnel, finances, and compliance. A key component to ensuring that these policies are upheld will be in managing the Board's contractual relationship with NC Educational Services, NCES, and developing and upholding measures of accountability for the CMO. NC Educational Services will be held responsible for the successful operation of the school and its ability to provide academic results. The Board will demonstrate due diligence when considering information and recommendations made by NC Educational Services concerning staffing, budgets, policies, rules, compliance, and general operational decisions. The Board will, at all times, have the authority to make decisions based on the schools best interest pertaining to governance, accountability, contractual relationships, and compliance with State and Federal guidelines. The H.Y.P.E. Leadership Academy Board of Directors will govern the school independently of the CMO, NC Educational Solutions.

Q77. Provide a description of the relationship that will exist between the charter school employees and the Management Organization.

The H.Y.P.E. staff will fall into two categories of employment. First, they will be directly employed by the school. This will ensure that the board has the final say in staffing. Second, they will also be jointly employed through NC Educational Solutions. This partnership will allow staff to join NC Educational Solutions's Health Insurance and 401(k) programs, and keep the costs of Health Insurance lower in the school. This joint employment will indicate that the hiring of a teacher is subject to review and approval of the Board, as is termination or any other related action concerning their employment. The employees will pursue integrating the Board's mission and vision into the school while operating under the guidance of the adopted policies. All employees will operate within the guidelines of the NC Educational Solutions's Employee Handbook as well as the H.Y.P.E. Staff Handbook that will be developed by the administration team prior to the school's opening.

Please see attached H.Y.P.E. Leadership Academy Organizational Chart

Applicant Evidence :



HYPE Leadership Or...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Q78. Explain how the contract includes measurable objectives whereby the charter



school board can evaluate annually the performance of the EMO/CMO, and if necessary, terminate the contract without significant obstacles.

H.Y.P.E. Leadership Academy utilizes its mission, vision, and beliefs to fulfill its educational program through a focus on goal planning and attainment. In order to attain the mission and vision, H.Y.P.E. Leadership Academy has four mission-specific goals. The four goals are the core of the program.

These goals are often referred to as pillars because they act as the foundation for the entire program. These goals are used for monitoring the progress of our program, as well as for decision-making purposes for alterations, deletions, and additions to our program. H.Y.P.E. Leadership Academy will utilize the big arrow philosophy in working with program planning. What this means is that when making decisions it is necessary to ensure that all elements of the program are designed to help achieve the Academy's goals. If an element does not align properly with the attainment of a goal they must choose to take a different route or course of action.

Each goal includes a research-based rationale to explain its importance to the growth and development of the students. Additionally, each goal includes performance indicators, which help to understand how to attain that goal. The goal progress is monitored throughout the year and assessed annually. Over time, it is essential that goals are adjusted and revitalized as educational, community, and societal needs change.

In addition to the mission-specific goals or program goals, performance goals have been set forth to evaluate the CMO. These goals, while aligned with the mission-specific program goals, also include additional organizational goals. The two evaluative summaries provide detail on the organizational goals and measurable objectives.

Please see the attachments CMO Measurable Objectives H.Y.P.E. Mission Specific Goals.

Applicant Evidence :

	
H.Y.P.E. CMO Measu...	HYPE Mission Specifi...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Uploaded on **4/25/2023**
by **Angela Gilbert**



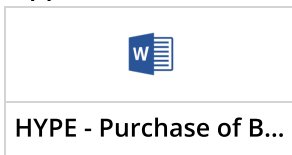
Q79. Is the facility provided by the EMO/CMO?

- Yes
- No

Q80. Attach as Appendix A4.2 Facility Buyout Agreement, if applicable

Please see the attached buyout agreement. This is a draft as the final costs of the overall project have not been determined. The plan for this deal would be for H.Y.P.E. to purchase municipal bonds sometime around year 5.

Applicant Evidence :



Uploaded on **4/27/2023**
by **Joe Salisbury**

Q81. List the fund balance and surpluses for each school managed by the EMO/CMO over the last three years in North Carolina.

The Capitol Encore Academy - FY20 - \$1,031,492

The Capitol Encore Academy - FY21 - \$1,274,452

The Capitol Encore Academy - FY22 - \$1,266,228

Q82. Attach Appendix A4.3: EMO/CMO Financial History Provide as Appendix A4.3 the financial history and statements of the EMO/CMO over the last three years. Specifically, if contracting with an EMO, provide confirmation that the EMO is in good standing by providing bank statements from the prior three years.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30


Total Files Count: 6

Applicant Comments :

As a brand new Non-Profit organization, NC Educational Solutions does not yet have a financial history.



Applicant Evidence :


NCES Financial Histo...

Uploaded on **4/28/2023**
by **Joe Salisbury**


Q83. Attach Appendix A4.4: IRS Form 990 Provide as Appendix A4.4 the IRS Form 990 (or equivalent documents if the organization does not file a 990) for the prior three years

Upload Required File Type: pdf, image, word Max File Size: 30 Total Files Count: 10

Applicant Comments :

NC Educational Solutions is a new entity and does not have any Form 990s at this time.

Applicant Evidence :


NCES Financial Histo...

Uploaded on **4/28/2023**
by **Joe Salisbury**



8. Mission Purposes, and Goals

8.1. Mission and Vision

The mission and vision statements, taken together, should:

- Identify the students and community to be served;
- Illustrate what success will look like; and
- Align with the purposes of the NC Charter School Law.


Q84. Please state the mission statement of the proposed charter school (35 words or less)

- The mission statement defines the organization’s purpose and primary objectives, describing why it exists.
- The mission statement should indicate in measurable terms what the school intends to do, for whom, and to what degree.

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.

See attached Vision, Mission, and Mission Specific Goals for expansion.

Applicant Evidence :


HYPE Mission Specifi...

Uploaded on **4/25/2023**
by **Angela Gilbert**

Q85. Please state the vision statement of the proposed school.

- What will the school look like when it is achieving the mission?
- The vision statement outlines how the school will operate and what it will achieve in the long term.



Vision: We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- Respect – *regard for themselves, others, and their communities*
- Responsibility – *ownership for their actions/decisions and empowered to lift others*
- Resourcefulness – *the ability to utilize their resources to solve problems*
- Resilience – *being able to persevere through repeated challenge*
- Servant Leader - *leading by example, lifting self and others*

Motto: H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*

Mission: H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.

Please see the attached Vision, Mission, and Mission Specific Goals summary document.

Applicant Evidence :



Uploaded on **4/24/2023**
by **Angela Gilbert**







Q86. Educational Need and Targeted Student Population of the Proposed Charter School Provide a description of the Targeted Population in terms of demographics. In your description, include how this population will reflect the racial and ethnic composition of the school system in which it is located. Additionally, how it will reflect the socioeconomic status of the LEA, SWD population, and ELL population of the district? See G.S. 115C-218.45(e) (<https://www.ncleg.net/EnactedLegislation/Statutes>)



[/PDF/BySection/Chapter_115C/GS_115C-218.45.pdf](#)).

H.Y.P.E. Leadership Academy will be targeting Kindergarten through twelfth-grade students primarily in the Raeford and western Fayetteville areas who are interested in a structured approach to developing their child to become leaders of themselves and others while driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. The students would represent a diverse community mirroring the population of Raeford within Hoke and surrounding counties, in ethnicity, socio-economic background, and intellectual academic level, in addition to civilian and military-connected populations. H.Y.P.E. Leadership Academy will recruit and be open to all age-appropriate children including students with disabilities and English Language Learners. H.Y.P.E. Leadership Academy stands on the belief that students, families, staff members, and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, resilience, and intends to target students and families that want to be a part of that experience.

Applicant Evidence :

			
HYPE - Admission's P...	H.Y.P.E. Enrollment ...	Future Hoke Builds.x...	Screenshot 2023-04-...
Uploaded on 4/26/2023 by Joe Salisbury	Uploaded on 4/26/2023 by Joe Salisbury	Uploaded on 4/22/2023 by Joe Salisbury	Uploaded on 4/22/2023 by Joe Salisbury
			
Screenshot 2023-04-...	Hoke County Demog...		
Uploaded on 4/22/2023 by Joe Salisbury	Uploaded on 4/28/2023 by Angela Gilbert		

Q87. What are the enrollment trends and academic performance outcomes of surrounding schools in the selected community? What elements of your educational model will meet the needs of your target student population?



Hoke County Public Schools currently operates eight elementary schools, three middle schools, one high school, one alternative school, and one early college. Ten of the schools are currently rated as D or below according to the NC School Report Card, with only one school, the early college high school, scoring above a C. Six of the 13 public schools, not including the alternative school program, are designated as low performing. Overall, math and reading proficiency fall below the state averages with 59% of Hoke County Public School students rated not proficient in math in both math and reading. The comparable averages for the state are 50% in math and 52% in reading.

The average number of students per school exceeds the state average in elementary, middle, and high school reflecting population growth in the county that has stretched capacity within the school system. Despite a slight retraction in enrollment during the height of the COVID-19 pandemic, overall enrollment trends for Hoke County Public Schools show a nearly 10% increase in student enrollment over the past 10 years, with nearly 1% growth for the 2022-2023 school year exceeding the enrollment downturn during the two preceding school years. (See data table below)

The H.Y.P.E. Leadership Academy model is designed to develop all students to be leaders of themselves and others. In addition to that the Academy will be partnering with local organizations with mutual benefit in supporting students to choose career pathways in entrepreneurship, health and wellness, and college preparatory. Partnerships will include, but not be limited to local hospitals, recreational centers, businesses, and colleges. H.Y.P.E. Leadership Academy targets those families with or with the desire of children they want to grow in the capacity of leadership and in one of the three career pathways of the Academy. It is highly likely that families within this community and more specifically the organizations we are partnering with, will seek the generational plan following the path of their parents.

In addition to the design of the educational program, according to the student performance data of surrounding schools within Hoke County, performance of students is low with 59% rated not proficient in both reading and math. H.Y.P.E. Leadership Academy will meet the needs of the target population through a Multi-Tiered Support System (MTSS), research-approved curriculum, pathway-specific electives courses, community service opportunities, incorporation of a Leader in Me (LiM) leadership and problem-based learning block, and continued professional development for teachers in Teach Like a Champion (TLAC) and LiM instructional models.

Year	Students	Percent
22-23	9088	0.81%
21-22	9015	-0.29%



20-21	9041	-0.25%	
19-20	9064	0.71%	
18-19	9000	4.52%	
17-18	8602	0.58%	
16-17	8552	1.71%	
15-16	8407	0.50%	
14-15	8365	1.42%	
13-14	8247		
Total Increase		9.71%	<- 10-Year Increase

Q88.What will be the total projected enrollment at the charter school and what percentage of the Average Daily Membership (ADM) does that reflect when compared to the Local Education Agency (LEA) of the same offered grade levels? (i.e. If the proposed school will be grades 9-12, only compare the total enrollment to the total enrollment of the LEA in grades 9-12).

Once the school is fully enrolled as a K-12 charter, the total population will be 835. Of that population, 5.5% is reflective of ADM from Hoke County and .5% is reflective of ADM from Cumberland County. With the expected growth in Hoke County through 2030 and beyond, we feel that 5.5% is a high estimate of what the actual ADM will be by year 5 of our application.

Q89.Summarize what the proposed school will do differently than the schools that are now serving the targeted population. What will make this school unique and more effective than the currently available public-school options?



The unique instructional program of the H.Y.P.E. Leadership Academy combines the major instructional methods and the assessment strategies to meet the needs of our target student population by engaging them in rigorous academic instruction with techniques from Teach Like a Champion through models of the See, Do, Get paradigm found in the Leader in Me program while utilizing both indirect and direct instruction. Formative and summative assessment data will be used to drive instruction and assist students in reaching academic excellence. This instructional model will be realized through the culture of leadership activated through the teaching and learning of our pillars, respect, responsibility, resourcefulness, and resilience through the Leader in Me program so we can empower students to choose a career pathway toward success, building the next generation of community activists.

The curriculum at H.Y.P.E. Leadership Academy will be future-focused and include content in Science, Technology, Engineering, Math, Humanities, Social Sciences, Arts, World language and culture, Life Skills, and The Leader in Me Principles. Students will learn to think critically, problem solve, synthesize information, and communicate effectively through multiple modes. The curriculum for each level of learning is research based, follows the North Carolina Standard Course of Study, and follows a well-defined pacing guide that provides opportunities to complete all instruction in the time allotted. Opportunities are provided daily for leadership development and project-based learning activities. This project based learning will incorporate partnerships with local organizations to provide hands-on and engaging learning opportunities for students creating additional unique learning opportunities.




In summary, the unique combination of curriculum, teaching, and community engagement at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. A unique approach to the surrounding schools, H.Y.P.E. will also be utilizing a constructivist learning theory approach emphasizing collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, the HMH Anywhere curriculum, and the 63 Teach Like a Champion techniques for optimal engagement and rigorous instruction, the targeted student population will not only close achievement gaps, but develop their servant leadership through the H.Y.P.E. pillars of Respect, Responsibility, Resourcefulness, and Resilience driving academic improvement and success for all learners making H.Y.P.E. Leadership Academy a unique learning opportunity for the target population of Raeford within Hoke County.

Q90. Describe the relationships that have been established to generate support for the school. How have you assessed demand for the school? Briefly describe these activities and summarize their results



Many relationships have been established and continue to be fostered to generate support for H.Y.P.E. Leadership Academy. These relationships began with the initial founding team members, expanded to the Board of Directors all residing in the local community and surrounding areas. These local leaders and community leaders have networks and outreach that expand throughout all facets of the community including the military, educational, business, and religious realms. In addition to that, partnerships have begun to form within the direct and surrounding community. Families throughout Raeford, Hoke County, and surrounding communities have been surveyed and already show support for H.Y.P.E. Leadership Academy.

Applicant Evidence :

		
MOU H.Y.P.E. and Fir...	Copy of MOU H.Y.P.E...	_Potential Charter Sc...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

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by **Angela Gilbert**



Q91. Attach Appendix A: Evidence of Community/Parent Support.

- Provide evidence that demonstrates parents and guardians have committed to enrolling their children in your school.
- You must provide evidence through a narrative or visual of this educational need through survey data, or times and locations of public meetings discussing this proposed charter school.
- (Please do not provide more than one sample survey form).

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :

	
_Potential Charter Sc...	_Potential Charter Sc...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

8.2. Purposes of the Proposed Charter School

Q92. Select one or more of the six legislative purposes the proposed charter will achieve, as specifically addressed in the NC charter school statute GS 115C-218, and the



proposed school's operations. The Six Legislative Purposes of a Charter School are:

- Create new professional opportunities for teachers, including the opportunities to be responsible for the learning program at the school site.
- Hold schools accountable for meeting measurable student achievement results.
- Provide parents and students with expanded choices in the types of educational opportunities that are available within the public-school system.
- Improving student learning.
- Increasing learning opportunities for all students, with a special emphasis on at-risk or gifted students.
- Encourage the use of different and innovative teaching methods.

Q93. Provide a brief narrative to coincide with each applicable legislative purpose(s).



Purpose 1 Create New Professional Opportunities for Teachers: Teachers that work at H.Y.P.E. Leadership Academy will have the opportunities to become a facilitator for empowering students to choose a career pathway toward success, building the next generation of community activists through academic excellence and a culture of leadership. Unlike a traditional school setting, teachers will be asked to design and create their own professional opportunities within the school site using the Leader in Me model and a constructivist learning theory. Teachers will design opportunities to empower their students to generate alternatives or solve problems that are identified within their community. Guiding the students to become community activists provides teachers with professional opportunities to create organizations and community service activities. By partnering with hospitals, fitness centers, and local aquatics teams, facilities and grounds will be available for teachers and students to build community relationships that can benefit all members of the school and Life Center communities. The Leader in Me program provides new professional opportunities within the school site to help students discover problems within their community, research possible solutions, and develop a project that either proposes to solve the problem or demonstrates a possible solution to the problem under the leadership of their teachers. Teachers will lead students to discover career options within entrepreneurship, health and wellness, or college preparation pathways, and teachers will facilitate student growth within these pathways. Teachers will have opportunities to lead instruction not only in their classroom, but within the grounds and facilities of local hospitals and other community partnership locations. Teachers can participate in coaching activities, lead community service activities, guide students through presentation of projects to members of both the school and Life Center communities, and design and facilitate problem-based learning projects using the Leader in Me models. The school will provide a minimum of two weeks of intensive training in the use of The Leader in Me, Teach Like a Champion and the HMH Anywhere curriculum prior to the first day of school. This will allow staff members and faculty to immediately and accurately implement and reflect the school's program. Ongoing professional development days and weekly professional learning communities will ensure the program's leadership culture remains intact.

Purpose 2 Hold Schools Accountable for Meeting Measurable Student Achievement Results:

In alignment with North Carolina Department of Public Instruction's Accountability model, H.Y.P.E. Leadership Academy recognizes the accountability for both student achievement and student growth. H.Y.P.E. Leadership Academy will utilize both school-wide assessments to guide instruction, as well as state standardized testing (BOG, EOG, EOC's, ACT, Key) at the appropriate grade levels as an evaluation of instruction. Student growth throughout the year will be monitored through data acquired from beginning of year, middle of year, and end of year benchmark testing in ELA, Math, and Science (as determined by grade-level). Teachers will be held accountable for student learning through teacher evaluations, student achievement scores, student growth in performance on benchmark testing, parent feedback, as well as school-wide formative and summative assessments. When applicable, teacher performance pay and/or incentive pay will be implemented, while



employees with poor performance records are not retained or promoted.

Purpose 3: Provide Parents and Students with Expanded Choices in Educational

Opportunities: H.Y.P.E. Leadership Academy's mission is to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. Students at H.Y.P.E. Leadership Academy will choose a selected career pathway in business, health and wellness, or college preparatory, embodying our four pillars to guide them: Respect, Responsibility, Resourcefulness, and Resilience to become a servant leader. Our students and teachers will provide the surrounding community with a quality educational choice that will produce leaders who are disciplined to work towards the future in their selected pathway. Incorporating the Leader in Me instructional model sets H.Y.P.E. Leadership Academy apart from the surrounding schools, with the nearest school in North Carolina twenty miles north and the nearest school in South Carolina forty miles south. With the very limited schools available with a focus on leadership and the use of the Leader in Me curriculum, H.Y.P.E. Leadership Academy provides an expanded educational choice that meets the needs of effective student learning, embraces a culture of leadership and community responsibility, and provides the community with the support and outreach that has been unavailable.

Purpose 4 Improving Student Learning: The design of H.Y.P.E. Leadership Academy naturally lends itself to the learning of all students by incorporating curriculum resources that have been utilized with populations similar to our targeted population with high success rates. H.Y.P.E. Leadership Academy will incorporate the Leader in Me (LiM) model, the Teach Like a Champion Techniques, and HMH Anywhere curriculum. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, school wide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. These schools have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates typically decrease by 3%. In addition, the HMH Anywhere curriculum is a world-wide integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend from benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best-practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMov, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs



to be actively and intentionally shaped by the teacher, which is the focus behind the techniques.

Purpose 5 Increasing Learning Opportunities for All Students: Students at H.Y.P.E. Leadership Academy will receive differentiated instruction both within and outside of the classroom through incorporation of the LiM model and incorporation of the Multi Tiered System of Supports (MTSS). The LiM lessons not only teach students a common language and thought process surrounding the concepts of leadership, but empowers students to find a problem in their community, design possible solutions, and then share those solutions with their community. Through this process, students are provided time each day within differentiated cluster groups with a teacher facilitator to work at their own comfort levels on projects. Within H.Y.P.E. Leadership Academy, MTSS Tier I interventions address the needs of all students through the common curriculum components of LiM, TLAC, and HMH Anywhere. Tier II interventions occur in the classrooms through small group differentiated instruction with the push ins of MTSS, AIG, ELL, or EC specialists. Tier III interventions occur outside of the classroom in either small groups or 1:1 with the MTSS, AIG, ELL, or EC specialist. In this way, every student receives the level of instruction they are able to be successful at, while maintaining a constant movement with the NC Standard Course of Study.

Purpose 6 Encourage the Use of Different and Innovative Teaching Methods: H.Y.P.E. Leadership Academy is a unique collaboration between community needs and best practices in leadership schools across the country that incorporates research-based strategies to model and facilitate future leaders with different and innovative teaching methods. H.Y.P.E. Leadership Academy will utilize the Leader in Me (LiM) instructional tools to empower students to be change-makers, servant leaders, and successful professionals in their selected career pathway. By incorporating the See-Do-Get cycle aligned with all core subjects, students learn how to become change-makers within their communities. Students learn that what they “see” can shift with where they are looking from, their past experiences, and what their intent is in their observations - it is important for the students to understand that people see the world differently, they are their paradigms. Next, students learn that “DO” is a behavior or the actions that they exhibit. The “DO” can be based on what an individual saw and wants to effect change on, or it can be the start of the cycle. “Get” is the results that are achieved from what was done. Not only will H.Y.P.E. Leadership Academy will provide an opportunity to expand educational choices for students in the Raeford area, but will provide leadership opportunities that are designed to empower students, create activists for positive changes in their communities, and foster an environment in which all students can learn.

8.3. Goals for the Proposed Charter School

Q94. Provide specific and measurable goals for the proposed school for the first 5 years of operation outlining expectations for the proposed school's operations, academics,



finance, and governance. Address how often, who, and when the information will be communicated to the governing board and other stakeholders.



H.Y.P.E. Leadership Academy governance has developed mission-aligned performance goals expanding across operations, academics, and finance which are attached. In addition to those goals, the following goals are in place as the school develops within the first 5 years;

Operational:

Goal 1: Facility - Acquire the purchase of the facility.

Objective 1: Build fund balance to 20% by increasing enrollment through 2030.

Objective 2: Sell municipal bonds to purchase facilities in 2030.

Objective 3: Sell municipal bonds for additional purchase to cover facility cost expansion for year 10.

Goal 2: Staffing - Establish and maintain staffing structures that support the fluidity of students.

Objective 1: Recruit and hire staffing based on anticipated enrollment in support of mission-specific programming.

Objective 2: Maintain staffing and expand based on the fluidity of students and positive climate and culture.

Goal 3: School Process/Procedures - Use sound processes and procedures to maintain safe and legal operations of the school.

Objective 1: create day-to-day procedures to use within the facility.

Objective 2: train staff on day-to-day procedures.

Objective 3: review, update, and maintain procedures as necessary.

Governance:

Goal 1: Partnerships - The Board of Directors in conjunction with the school leadership team seeks to establish a community presence.

Objective 1: Increase community partnerships by 1-2 each year up to year 5.

Objective 2: Board members participate in outreach to engage local networks for the continued support of the school.

Goal 2: Board Development - The Board of Directors will be engaged.

Objective 1: Each board member will participate in at least 2 hours of training each year.



Objective 2: Board members will use individual skill sets to help support challenges and growth opportunities for the school.

Financial:


Goal 1: The school will establish a fund balance between 12-15% of school expenditures.


Objective 1: 15% of the school's expenditures are percentage based meaning fluid with student enrollment.

Objective 2: The staffing structure is one that creates fluidity.

Academic: (are attached)

Applicant Evidence :


HYPE Mission Specifi...


HYPE - FY26-30.xlsx


Uploaded on **4/27/2023**
by **Angela Gilbert**

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q95. How will the governing board know that the proposed public charter school is working toward attaining their mission statement?

The governing board has established mission specific goals with performance indicators for each goal. These goals will be the guiding direction for decision making. Performance related to these goals and indicators will be reported on throughout each school year. The attainment of the goals leads to the attainment of the mission.

Applicant Evidence :


HYPE Mission Specifi...

Uploaded on **4/27/2023**
by **Angela Gilbert**





9. Educational Plan

9.1. Instructional Program

Q96. Provide a detailed description of the overall instructional program of the proposed charter school, including:

- major instructional methods
- assessment strategies, and
- explain how this instructional program and model meet the needs of the targeted student population



H.Y.P.E. Leadership Academy will be designed to empower students to choose a career pathway toward success, building the next generation of community activists through academic excellence and a culture of leadership. The major instructional methods will include the Leader in Me curriculum, Indirect instruction, Teach Like a Champion instructional techniques, and Direct Instruction.

Following the Leader in Me guidance, students at H.Y.P.E. Leadership Academy will take the role of leadership within the school setting: students will run assemblies, schedule award ceremonies, give tours of the building, welcome visitors into the classroom, etc. Using the See-Do-Get cycle: students will use the model from The Leader in Me for their leadership development, which is aligned with all core subjects. In this leadership model, students learn that what they “see” can shift with where they are looking from, their past experiences, and what their intent is in their observations - it is important for the students to understand that people see the world differently, they are their paradigms. Next, students learn that “DO” is a behavior or the actions that they exhibit. The “DO” can be based on what an individual saw and wants to effect change on, or it can be the start of the cycle. “Get” is the results that are achieved from what was done. This cycle can start in any section, always moves clockwise, and has different outcomes based on where the student starts. For example, if the student is being asked to accept a change, they will start in the Get (results) section of the model, then move to how they see these results (pros and cons), and then will choose their actions based on what/how they see these changes.

Throughout the day teachers will incorporate indirect instruction. This type of instructional method is mainly learner-driven with the teacher becoming a facilitator, supporter, and resource person. Because it is learner-driven, it includes a high level of learner involvement in observing, investigating, drawing inferences, or forming hypotheses. This strategy takes advantage of learners’ interests and curiosity and encourages learners to generate alternatives or solve problems. Some examples of indirect instruction are problem-solving, case studies, close activities reading for meaningful reflective discussion, and concept mapping.

At appropriate times, teachers will incorporate direct instruction. This type of instruction is instructor-directed. It is important for providing information or developing step-by-step skills. Some examples are lectures, questioning, explicit teaching, and demonstrations.

H.Y.P.E. Leadership Academy will incorporate assessment strategies that are both specific to district requirements and school-specific needs. District Assessments include the WIDA screener for English Learners, the ACCESS assessment for English Learners, and the Naglieri Nonverbal test (NNAT) in grades 3, 5, and 7 to identify AIG learners. NNAT is a nonverbal K-12 assessment that measures reasoning skills with different types of problem-solving and reasoning questions. The NNAT is a group-administered aptitude test commonly given as an entrance exam into a school's gifted programs. In addition, students will be given age-appropriate assessments throughout the school year.



Students in grades Kindergarten through second-grade standardized tests will include reading at the beginning of the year, middle of the year, and end of the year, NC-approved benchmark testing in ELA, and Math for the beginning of the year, middle of the year, and end of the year. Also included in this grade band of assessments will be SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Teachers will use rubrics to assess modified PBLP, Project Based Learning Projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, and interactive applications such as BrainPop Jr., MathCats, ABCya, Epic Books, and Splash Learn.

In grades three through five, standardized tests will include reading at the beginning of the year, middle of the year, and end of the year (3rd grade only), NC-approved benchmark testing in ELA and Math for the beginning of year, middle of year, and end of year, Beginning of grade (BOG) 3 (3rd grade only), Read to Achieve (3rd Grade Only), North Carolina NC Check-Ins for ELA, Math, and 5th Grade Science, and North Carolina End-of-Grade Tests in ELA, Math, and 5th Grade Science. As with the lower grades, teachers will use SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Rubrics, Peer Critiques, and Gallery Walks will be used to assess PBL projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, interactive applications such as BrainPop, MathCats, ABCya, Splash Learn, Kahoot, Blooket, Quizizz, Epic Books, and PBS Kids.

Students in grades six through eight will be issued standardized tests that include NC-approved benchmark testing in ELA and Math for the beginning of the year, middle of the year, and end of the year, North Carolina Check-Ins for ELA, Math, and 8th Grade Science, and North Carolina End-of-Grade Tests in ELA, Math, and 8th Grade Science. SchoolNet test banks will continue to be used to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Teachers will continue to use rubrics, student self-evaluations, Peer Critiques, and Gallery Walks to assess PBL projects. A variety of formative assessment tools will be used to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, and interactive applications such as BrainPop, Kahoot, Blooket, Quizizz, Epic Books, and Khan Academy.

In grades nine through twelve, students' standardized tests will include North Carolina Check-ins for Math 1, Biology, and English II, North Carolina End-of-Course Tests in NC Math 1, NC Math 3, English II, and Biology, 10th Grade Pre-ACT, and 11th Grade ACT. In addition, some CTE electives will require either evidence of learning or CTE state exams at the conclusion of the course. will use SchoolNet test banks to create pre-tests and post-tests for individual units of instruction in ELA, Math, Social Studies, and Science. Rubrics, student self-evaluations, Peer Critiques, and Gallery



Walks will continue to be used to assess PBL projects. A variety of formative assessment tools will be used by teachers to monitor student growth within unit instruction such as gallery walks, hand signals, response cards, four corners, think-pair-share, choral reading, exit tickets, open-ended questions, Quizzes, 3-2-1, interactive applications such as Kahoot, Quizizz, Khan Academy, Phet, Canva, and Arduino Science Journal.

H.Y.P.E. Leadership Academy will meet the needs of the target population through a Multi-Tiered Support System (MTSS), research-approved curriculum, pathway-specific electives courses, community service opportunities, incorporation of a Leader in Me (LiM) leadership and problem-based learning block, and continued professional development for teachers in Teach Like a Champion (TLAC) and LiM instructional models.

MTSS is a guiding framework for educators, school, and district leaders to remove barriers to learning at the systems level, use evidence-based practices to support the whole child along a tiered continuum, and make decisions for targeted and intensive interventions based on data. Using MTSS specialists, students are identified and then provided appropriate services to promote success and meet the student's needs at their levels. This occurs through a three-tiered system.

- At H.Y.P.E. Leadership Academy, Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, encompassing the Leader in Me (LiM) models and using Houghton Mifflin Harcourt (HMH) Anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects. H.Y.P.E. Leadership Academy will provide a focus on developing future global leaders, through instilling a culture of servant-leaders that possess qualities of respect, responsibility, resourcefulness, and resilience.
- Tier II interventions will occur in the classroom as small-group instruction, using HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, Academically or Intellectually Gifted (AIG), Exceptional Children (EC), and English Language Learners (ELL) specialists will push in or pull students out during this time for differentiated instruction based on the students' needs.
- Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. These interventions are individualized pull-out sessions for students that will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction.

The students at H.Y.P.E. Leadership Academy will have the opportunity to use the Houghton Mifflin Harcourt (HMH) Anywhere Curriculum for all core subjects. This curriculum uses a single log-in opportunity with interactive learning that is cross-curricular. This curriculum incorporates accelerated activities, projects, intervention activities, and assessment opportunities for all students.



The targeted population of students will be met at H.Y.P.E. Leadership Academy through focused elective courses. Students in Grades K - 8 will have elective courses that align with each of H.Y.P.E. Leadership Academy's three tracks, Health and Wellness, Entrepreneurship, and College readiness, in a quarterly rotation throughout the school year. Students will receive a combination of each track throughout the year in grades K-8, before being asked to choose a specific track in high school. In the 9th grade students will choose a track to focus on, and their electives will align with that pathway.

- For the entrepreneurship track, students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering, and Math (STEM). Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills. Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business-related products. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in a variety of leadership, career, and business courses. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

* The electives offered for the Health and Wellness pathway have been selected to enhance lifelong athleticism goals, instruct in a variety of health and wellness offerings, and to provide opportunities for students to learn more about professions in the health and wellness fields. As early as Kindergarten students will begin taking health and physical education courses. In grades 3-5, the courses will begin to look at more advanced skills. Students in grades 6-8 will take courses that include specific skill sets in selected fields of health and wellness. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in a variety of related career fields and participate in activities outside of the school setting. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

- The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses. Students in grades 3-5 will begin learning a world language with a world cultures art. In grades 6-8, students will continue with a more advanced world language with a world cultures art. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, as well as a variety of electives that will prepare them for success in any post-secondary endeavor. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

H.Y.P.E. Leadership Academy will use Community Service Opportunities to continue to meet the needs of our targeted student population. In addition to core academic programs, the Leader in Me program is CASEL-approved for Social-Emotional Learning (SEL) to meet the State's needs for an SEL program in all public school settings. In alignment with the pillars of our school and in keeping with the focus on developing future global leaders with the ability to be servant leaders through respect,



responsibility, resourcefulness, and resilience, community service opportunities will align with the three areas of focus within the H.Y.P.E. Leadership Academy: entrepreneurial ship, health and wellness, and college preparatory. Students will be provided opportunities to assist with coaching opportunities, assist athletic trainers, assist in the CNA program, volunteer at Cape Fear Medical Center, etc., and work with Methodist University in their Leadership program through Tally Leadership Center, to name a few.

The use of the Leader In Me Project Block, built into the daily instructional schedule, will help to meet the needs of our targeted learners by developing a common language and process in all content areas. Students in grades K-12 will utilize the Leader in Me (LiM) paradigm to develop skills in 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self-direction, 8) creativity, 9) cross-cultural skills and 10) teamwork in all of their core and electives courses. Preparing our students to become global leaders in their areas of focus. Through this model, H.Y.P.E. Leadership Academy will continue to focus on empowering students to build their ability to become successful servant-leaders through respect, responsibility, resourcefulness, and resilience. Allowing them to become the next generation of community activists. All K-5 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive LiM instruction and guidance with their problem-based Learning project. Students in grades 6-8 will continue with their LiM models in core classes, and receive 60 minutes of differentiated instruction in cluster groups daily, during which time students will receive LiM instruction and work on their problem-based projects. All 9 - 12 students will participate in a semester-long mandatory leadership elective once a year, where they will continue to receive the LiM leadership curriculum and work on project-based learning projects.

In addition, H.Y.P.E. Leadership Academy will provide After School Community Education programs to reach out to families with target students that can benefit from an extended day at school.


Meeting the needs of the targeted student population through Teach Like a Champion paradigm and professional development. The Teach Like a Champion paradigm establishes best practices for all learners with specific focus techniques. Using this paradigm with all teachers creates another common language and shared resources within the school community for the continuity of instructional practices. These research-based best instructional practices assist teachers in providing a systematic, rigorous, and engaging learning environment that sets students up for success. Using these common instructional strategies allows students to know the expectations, and the languages that align with those expectations, and learn to self-monitor their behaviors to align with best practices to improve their learning outcomes. Used In conjunction with the Leader in Me practices, students attending H.Y.P.E. Leadership Academy will leave their school with languages for leadership, empowerment, behavior management, self-goals, and the ability to communicate their needs and desires in a variety of ways and in a variety of settings.

In summary, the overall instructional program of the H.Y.P.E. Leadership Academy, including the



major instructional methods and the assessment strategies will meet the needs of our target student population by engaging them in rigorous academic instruction with techniques from Teach Like a Champion through models of the See, Do, Get paradigm found in the Leader in Me program utilizing both indirect and direct instruction. Formative and summative assessment data will be used to drive instruction and assist students in reaching academic excellence. This instructional model will be realized through the culture of leadership activated through the teaching and learning of our pillars, respect, responsibility, resourcefulness, and resilience through the Leader in Me program so we can empower students to choose a career pathway toward success, building the next generation of community activists.

Applicant Evidence :


HYPE Master Schedu...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q97. Will the proposed charter school serve a single-sex student population?

- Yes
- No

Q101. Curriculum and Instructional Design Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure for each grade span (i.e. elementary, middle, high) the school would ultimately serve.



At H.Y.P.E. Leadership Academy, the basic learning environment would be based on the needs of the grade band of students and the inclusion of the Leader in Me (LiM) program throughout all grades. Within H.Y.P.E. Leadership Academy, all instruction will be classroom based, with the primary role of the teacher as a facilitator. Classrooms in grades K-2 will have a maximum of 20 students. The K-2 grade band will have six blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 90-minutes of English Language Arts Instruction, 90 minutes of Math Instruction, and 60 minutes of alternating Social Studies and Science Instruction. All students in grades K-2 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Athletics, and College-Preparatory. In addition, all students in grades K-2 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades K-2 daily schedule below.

Classrooms in grades 3-5 will have a maximum of 25 students. The 3rd-5th grade band will have seven blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 60 minutes of English Language Arts Instruction, 60 minutes of Math Instruction, 60 minutes of Social Studies Instruction, and 60 minutes of Science Instruction. All students in grades 3-5 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Health and Wellness, and College-Preparatory. In addition, all students in grades 3-5 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades 3-5 daily schedule below.

Classrooms in grades 6-8 will have a maximum of 25 students. The 6th-8th grade band will have six blocks of year-long instruction: 10 minutes for check-in Homeroom and Breakfast, 80 minutes of English Language Arts/Social Studies Instruction, 80 minutes of Math Instruction, and 80 minutes of Science Instruction. All students in grades 6-8 will receive 60 minutes of electives daily that rotate each quarter and will be focused on the three learning pathways of H.Y.P.E. Leadership Academy: Entrepreneurship, Health and Wellness, and College-Preparatory. In addition, all students in grades 6-8 will receive a 60-minute LiM problem-based learning block, with students in differentiated cohorts and teachers facilitating projects and presentations. Refer to the example grades 6-8 daily schedule below.

Classrooms in grades 9-12 will have a maximum of 26 students. The high school students will follow four blocks of semester-long instruction, rotating each semester. Following North Carolina DPI's guidance, all students will take an English, a Math, a Social Studies, and a Science course each year, as well as having the opportunity to take one required LiM yearly elective, and an additional 3 electives per year based on their selected pathway. The LiM elective will provide time for continued leadership instruction, as well as provide time for problem-based learning time for projects and presentations. Refer to the example grades 9-12 daily schedule below.



The curriculum at H.Y.P.E. Leadership Academy will be future-focused and include content in Science, Technology, Engineering, Math, Humanities, Social Sciences, Arts, World language and culture, Life Skills, and The Leader in Me Principles. Students will learn to think critically, problem-solve, synthesize information, and communicate effectively through multiple modes.

The curriculum for each level of learning is research-based, follows the North Carolina Standard Course of Study, and follows a well-defined pacing guide that provides opportunities to complete all instruction in the time allotted. Opportunities are provided daily for leadership development and project-based learning activities.

The core courses of English, Math, Science, and Social Studies would use HMH Anywhere grades K-12. All classes (core and elective) will align with the North Carolina Standard Course of Study (NCSCOS). H.Y.P.E. Leadership Academy's academic calendar, pacing guides, and testing calendar will align with Cumberland County, Hoke County, and Ft. Bragg school calendars to meet the diverse needs of our families. Providing a daily schedule and yearly calendar that aligns with the schools surrounding each of the families aligned with H.Y.P.E. Leadership Academy will provide a single drop off and pick up time, as well as shared days off throughout the school year.

In grades K-2, the core program for reading uses the HMH Into Reading program with EBLI for phonics instruction. The core program for math uses the HMH Into Math program. The core program for Science uses the HMH Into Science program. The core program for social studies uses the HMH Into Social Studies. Math and reading instruction consists of 60 minutes of whole-class instruction and 30 minutes of differentiated instruction in small groups in the classroom. Science and Social Studies instruction rotates every three weeks. Science and Social Studies instruction consists of 60 minutes of whole-class instruction. To align with the MTSS model, three tiers of interventions will be applied in grades K-2. Tier I interventions in the math and ELA blocks will occur within the classroom. This type of intervention is universal throughout the classroom, and all students receive the same level of intervention. Classroom teachers will provide 10-15 minutes of direct instruction, 15-20 minutes of indirect guided instruction, and a minimum of 30 minutes of indirect instruction/independent practice time daily. During this indirect instruction/independent practice time, teachers will pull students for small group direct instruction with the teacher. Tier II intervention will occur in the classroom, and may include push-in interventions with an MTSS specialist, AIG specialist, ELL teacher, or EC specialist. Within the classrooms, teachers will use daily small group work/rotations. Push-in interventions are defined as when the specialist goes into the classroom and works with the designated students to provide specific gap-closing instruction based on that student's needs. MTSS and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom HMH intervention material. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group EBLI instruction will occur for our students needing phonics/reading support, and



EnSi/Bridges instruction will occur for our students needing math support. Tier III Interventions are an opportunity outside of the classroom for students to have their individual needs met. MTSS specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs as determined by the most recent benchmark testing through HMH. EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students in grade bands K-2 who are identified by the teacher and AIG specialist will enter a Talent Development program, where the AIG specialist will pull any students that demonstrate significantly higher academic or intellectual potential than their peers after a 6-week period of Tier II observations. These students will receive a combination of modified project-based learning (PBL) instruction and NCDPI-developed advanced learning labs. All K-2 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader-In-Me instruction and guidance with their modified problem-based project.

In grades 3-5, the core program for reading uses the HMH Into Reading program. The core program for math uses the HMH Into Math program. The core program for Science uses the HMH Into Science program. The core program for social studies uses the HMH Into Social Studies. All core instruction consists of 40 minutes of whole-class instruction and 20 minutes of differentiated instruction in small groups in the classroom. Incorporating the MTSS model into the H.Y.P.E. Leadership Academy's curriculum, Tier I intervention is an instruction that is common for all students. At this grade band, classroom teachers will provide a Do Now/Starter, 10-15 minutes of direct instruction, 10-15 minutes of indirect guided instruction, and a minimum of 30 minutes of indirect instruction/independent practice time daily. Daily small groups of 30-minute rotations of cluster groups will be incorporated to address current standards at that student's level as explained in Tier II Interventions. Tier II interventions are intended to differentiate instruction within the classroom. In grades 3-5, daily small group work/rotations are included in the classroom. MTSS, EC, ELL, and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom with the help of appropriate HMH Waggle resources. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Tier III interventions occur outside of the classroom environment. MTSS, EC, ELL, and AIG specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs, with strengths and weaknesses as determined by the most recent benchmark testing through HMH. EBLI instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students identified by their teacher, through a Cognitive Abilities Test (CoGAT screening), or through other testing requirements as AIG will receive a combination of PBL instruction and NCDPI-developed advanced



learning labs. Aligning with the H.Y.P.E. Leadership Academy's leadership goals, all students in grades 3-5 will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader In Me instruction and guidance with their problem-based project.

The core program for students in grades 6-8 reading uses the HMH Into Literature program. The core program for math uses the HMH Into Math program. The core program for science uses the HMH Science Dimensions program. The Core program for Social Studies uses the HMH Social Studies program. All core instruction consists of 40 minutes of whole-class instruction and 20 minutes of differentiated instruction in small groups in the classroom. For tier I intervention, common instruction for all students, classroom teachers will provide a Do Now/Starter, 10-15 minutes of direct instruction, 10-15 minutes of indirect guided instruction, and a minimum of 20 minutes of indirect instruction/independent practice time daily. Daily small groups of 20-minute rotations of cluster groups will be incorporated to address current standards at that student's level as explained in Tier II Interventions. For tier II intervention, meant to meet the differentiated needs of students within the classroom, daily small group work/rotations are included during classroom time. MTSS and AIG specialists will use this time for Tier II push-ins, and teachers will use this time to address in-the-moment instructional gaps with current standards being taught in the classroom with the help of HMH Waggle. HMH progress monitoring tools are used to create small group rotations. HMH Waggle is used to determine and deliver student-specific instruction. Small Group instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. For tier III interventions, MTSS, EC, ELL, and AIG specialists will pull appropriate students for cluster groupings or individualized instruction based on the student's needs (strengths and weaknesses as determined by the most recent benchmark testing through HMH) during the small group time. Extended sessions will occur during the small group time in non-tested subjects. Focused differentiated instruction will occur for our students needing phonics/reading support, and EnSi/Bridges instruction will occur for our students needing math support. Students identified by their teacher, through CoGAT screening, or through other testing requirements as AIG will receive a combination of PBL instruction and NCDPI-developed advanced learning labs. Continuing the leadership instruction at all grade bands is important for the H.Y.P.E. Leadership Academy's goals, so all 6-8 students will receive 60 minutes of differentiated instruction in cluster groupings daily. During this time students will receive Leader In Me instruction and guidance with their problem-based project.


At the high school level, the core program for reading uses the HMH Into Literature program. The core program for math uses the HMH AGA program. The core program for science uses the HMH Science Dimensions program. The Core program for Social Studies uses the HMH Social Studies program. All core instruction consists of 90 minutes of whole-class instruction, with classes rotating every semester. Aligning with the MTSS model, Tier I interventions are materials and instruction that all students receive. Classroom teachers will provide a 5-10 minute Do Now/Starter, 15-20 minutes of direct instruction, 15-20 minutes of indirect guided instruction, and a minimum of 45



minutes of indirect instruction/independent practice time daily. Teachers in grades 9-12 will use a combination of formative and summative assessment techniques to monitor student mastery of standards for monthly team meetings. Tier II interventions at the high school level look different, as students will be placed in cluster classrooms based on need, such as honors/AP coursework, future-ready coursework, or occupational pathway coursework. MTSS, EC, ELL, and AIG specialists will monitor student progress through monthly team meetings, provide Tier II supplemental or enrichment recommendations, and meet with students to advise them. To align with tier III intervention needs, students may receive tutoring or enrichment activities during study halls, after school, or through field studies as appropriate based on monthly team meetings and advisement sessions. Students identified by their teacher, through CoGAT screening, or through other testing requirements as AIG will participate in enrichment activities throughout the year such as field studies, guest speakers, and project-based learning activities

In summary, the basic learning environment of H.Y.P.E. Leadership Academy will consist of grade-appropriate blocks of classroom-based instruction that incorporate both the Leader in Me paradigm and the Teach Like a Champion instructional techniques. Kindergarten through second-grade classrooms will consist of a maximum of 20 students, while the upper elementary and middle school classrooms will have a maximum of 24 students. At the high school level, classrooms will increase to a maximum of 25 students per classroom. At the elementary and middle school levels, all curricula will be year-long instruction, while the high school courses will be semester-long blocks. All core curriculum aligns with both the North Carolina Standard Course of Study and the Multi-Tiered System of Support, providing a platform on which students can be successful. Core content in all grades will include ELA, Math, Science, and Social Studies. All students will have the opportunities to take elective courses that align with the leadership model of H.Y.P.E. Leadership Academy in the fields of entrepreneurship, health and wellness, and college preparatory curriculum, with the high school students selecting a career pathway that meets their individual needs. The school and assessment calendars, as well as the pacing guides, at H.Y.P.E. Leadership Academy, align with the surrounding counties, allowing students from the surrounding counties and the Fort Bragg Community to experience a more fluid transition. Each of these components selected in the design of our basic learning environment will meet the needs of our target population lifting them to meet our mission of achieving academic excellence through a culture of leadership.

Applicant Evidence :


HYPE Master Schedu...

Uploaded on **4/28/2023**
by **Angela Gilbert**



Q102. Identify how this curriculum aligns with the proposed charter school's mission, targeted student population, and North Carolina Accountability Model. Provide evidence that the chosen curriculum has been successful with the target student population, how the plan will drive academic improvement for all students, and how it has been successful in closing achievement gaps.



The curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, students at H.Y.P.E. Leadership Academy are encouraged to design, complete, and assess their own projects which are based on current and relevant problems perceived by the students. The leadership-infused curriculum prompts students to collaborate with peers and engage in projects that offer authentic, hands-on experiences. Leadership and Life Skills that are integrated from the Leader In Me curriculum include: 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self-direction, 8) creativity, 9) cross-cultural skills and 10) teamwork.

H.Y.P.E. Leadership Academy's curriculum will meet the needs of the targeted student population by aligning the curriculum with the North Carolina Standard Course of Study, exceeding the North Carolina Department of Public Instruction's graduation requirements, and offering K-12 courses that align with the surrounding counties (Cumberland County, Hoke County, and DoDOE's course offerings) course offerings. H.Y.P.E. Leadership Academy students will be required to meet all NCDPI graduation requirements with additional requirements in leadership coursework in their chosen pathway. All K-8 students at H.Y.P.E. Leadership Academy will complete 1 course of ELA, 1 course of Math, 1 course of Science, 1 course of Social Studies, 4 electives, and 1 LiM PBL block yearly. The 9-12th grade students will complete their NCDPI requirements plus additional leadership requirements. Students at the high school will take all 4 English requirements (English I, English II, English 3, English IV), all 4 Math requirements (NCMath 1, NCMath 2, NCMath 3, a 4th Math), all 3 science requirements (Earth Science, Biology, and a Physical Science), all 4 Social Studies requirements (World History, American History, Founding Principles of the U.S., Economics and Personal Finance), a Health and Physical Education credit. In addition, all high school students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive World Languages, and 4 Leader in Me Electives (1 per year). In addition, all H.Y.P.E. Leadership Academy high school students will be required to complete 50 volunteer hours per year and complete 4 electives from their selected pathway.

- The Entrepreneurial Pathway will include courses in accounting, business essentials, business law, business management, entrepreneurship, financial planning, world Languages, Current Affairs, leadership development, and career management CTE Internship will be offered. H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings.
- The Health and Wellness Pathway will include courses such as fundamentals of athletic training, health education/PE, PE Pupil instructors, World Languages, leadership development, and career



management. Specific courses may include biotechnology, health Science, nursing, pharmacy, and health and fitness sciences. H.Y.P.E. Leadership Academy will supplement student choice through North Carolina Virtual Public School Offerings as necessary.

- The College Prep pathway will include AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, band proficient, band advanced, visual arts, art appreciation, Art 1, studio art, dance, beginning, dance intermediate). H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings

North Carolina's accountability model is established by the school reporting of their school performance grade indicators. Schools are then provided a score based on an A-F grading system. The School's Performance Grades are based on two components: a School Achievement Score and a School Growth Score. A combination of the School Achievement Score and the School Growth Score make up the overall School Performance Grade. Currently, 80% of the School Performance Grade is the School Achievement Score and 20% of the grade is the School Growth Score. North Carolina Accountability Model requires schools to participate in state-mandated testing for Grades K - 8 beginning of year, middle of year, and end of year benchmarks, for Grades K - 3 a beginning of year, middle of year, and end of year reading benchmark, a third-grade Beginning of Grade test, end-of-Grade testing in grades 3-8 ELA and Math, End-of-Grade Testing in grades 5 and 8 for Science, End-of-Course Testing for NC Math 1, English II, Biology, and NC Math 3, the ACT in 11th grade, and the WorkKeys in the 12th grade. The curriculum and school calendar for H.Y.P.E. Leadership Academy are aligned to meet these requirements

In addition, H.Y.P.E. Leadership Academy will provide a summer Read to Achieve program for grades 1 - 3, as mandated by North Carolina Accountability Model. The Read to Achieve program is a part of the Excellent Public Schools Act which became a state law in 2012 and applied to all schools at the beginning of the 2013-2014 school year. The program focuses on preparing students to read at grade level by the end of third grade and prevents them from moving to the next grade level until they can prove their reading competency. Under this law, third-grade students who are not reading at grade level by the end of third grade will receive special help, including summer reading camp and other interventions to make sure that they can read well enough to be able to do fourth-grade work.

The curriculum selected by H.Y.P.E. Leadership Academy has research-based evidence of success. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, schoolwide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. There are multiple exemplar schools that have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates



typically decrease by 3%. These schools include Glossler Park Elementary in New Hampshire, Silver Lake Elementary School in Delaware, Harris Park Elementary School in Colorado, and the pilot school for the program, A.B. Combs Elementary School in North Carolina. In addition, the HMH Anywhere curriculum is a worldwide integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend of benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st-century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. HMH Anywhere is an integrated curriculum across many studies at all grade levels, helping teachers answer the question, “When will I ever use this in the real world?” HMH Anywhere provides a single point of entry for all students and all subjects, making access easier for students and their families. Four of these exemplar schools include Jones County Schools in North Carolina, Ypsilanti Community Schools in Michigan, Earhart Middle School Algebra 1 in Riverside, California, and Gwinnett County Public Schools in Georgia. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMog, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs to be actively and intentionally shaped by the teacher, which is the focus behind the techniques. Some of these schools include Memphis Academy in Tennessee, Pinehurst Elementary School in Hamburg, New York, Ipswich Academy in Ipswich, England, Michaela School in London, UK, and Texas Independent School Districts.

The H.Y.P.E. Leadership Academy’s curriculum will ensure academic success for all students by incorporating instruction from multiple sources and differentiating through both mastery level and grade level. H.Y.P.E. Leadership Academy’s curriculum will combine sources from The Leader in Me model, Teach Like a Champion techniques, HMH Anywhere curriculum, and vetted digital resources. In other school settings with similar populations to ours, The Leader in Me (LiM) model has demonstrated an improvement in attendance, grades, and behavior. Integrating the LiM leadership guidelines into all areas of instruction will allow students to use the language and techniques in all areas of their life. Encouraging, modeling, and teaching students how to advocate for themselves through their LiM courses will promote self-leadership in all areas of their life - including their academic progress. In other school settings with similar populations to the targeted population at H.Y.P.E. Leadership Academy, HMH Anywhere has provided easy access from a single point, an integrated curriculum that incorporates real-world examples, and a fluidity between all formative and summative assessment points, giving the teachers, student, and their families a more accurate viewpoint of student mastery of standards. Teach Like a Champion’s 63 techniques are established in a way to enable all students to achieve at higher achievement levels, using a common



language, with set expectations from room to room and grade to grade. Establishing a language and norms that are universal throughout the educational building. Examples of these techniques include : (1) SLANT grades K-4, STAR grades 3 - 12, where SLANT = Sit up, Listen, Ask and answer, Nod your head, and Track the speaker, and STAR = Sit up, Track the speaker, Ask and answer like a scholar, and Respect those around you; (2) Show Me - students actively show evidence of their understanding; (3) Do Now - a short warm-up activity that students can complete independently upon entering the room; (4) Exit Ticket - a quick formative assessment tool that lets the teacher know who has mastered the lesson as the students leave the classroom; and (5) Turn and Talk - a short discussion with a partner that has a designated focus and time

In summary, the curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, the HMH Anywhere curriculum, and the 63 Teach Like a Champion techniques for optimal engagement and rigorous instruction, the targeted student population will not only close achievement gaps as evidenced above, but develop their servant leadership through the H.Y.P.E. pillars of Respect, Responsibility, Resourcefulness, and Resilience driving academic improvement and success for all learners.

Q103. Describe the primary instructional strategies that the school will expect teachers to master and explain why these strategies will result in increased academic achievement for the targeted student population for each grade span (i.e. elementary, middle, high) the school would ultimately serve.



For the K-2 students at H.Y.P.E. Leadership Academy, the selected instructional strategies will result in increased academic achievement for this population through the development of a common language, development of common classroom expectations, development of self-monitoring skills, learning the importance of finding their own answers, opportunities to work with like-skilled peers, practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, and have time to work independently on student-choice activities.

The goal is to develop young leaders in the school environment that can both communicate and receive important information about the world around them. The eight shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, and (8) Learning Centers.

In grades 3-5, the selected strategies will result in increased academic achievement for this population through the continued use of a common language, the continued common expectations within the classrooms, practicing self-monitoring skills, honing their skills to find their own answers, opportunities to work with like-skilled peers, continued practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers and have time to work independently on student-choice activities. The goal is to develop young leaders in the school environment that can voice their needs and desires effectively to both their peers and adults in their life. The nine shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) cooperative learning, and (9) Hands-on Learning through LiM projects..

Grades 6-8 will use the selected strategies to increase academic achievement for this population through the continued use of a common language, the continued common expectations beyond the classrooms, mastering self-monitoring skills, demonstrating the ability to find their own answers, opportunities to work with like-skilled peers, continued practice gaining information through direct instruction, creating projects that solve real-world problems, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers, learning the ability to effectively give and receive peer feedback, and have time to work independently on student-choice activities. The goal is to develop leaders in the school and community who are able to find, create possible solutions for, and communicate their concerns about the world around them. The ten shared instructional strategies the teachers will use at H.Y.P.E. Leadership Academy include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5)



Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, *8) Cooperative learning, (9) student self and peer-assessments, and (10) Hands-on learning through the LiM project-based learning blocks.

In high school, the selected strategies will result in increased academic achievement for this population through communication with common language, behaving within the common expectations both in and beyond the classroom, communicating the use of self-monitoring skills, using technology to design methods of finding their own answers, opportunities to work with like-skilled peers both in and beyond the classroom, continued practice gaining and giving information through direct instruction, designing projects that solve real-world problems within their community, practicing skills repetitively until mastery is reached, ability to read a variety of texts and gather meaningful information, learning to work cooperatively with a variety of peers both within and beyond the school environment, effectively giving and receiving peer feedback both within and beyond the school environment, engaging in controversial discussions with their peers, and using their time wisely on student-choice activities. The goal is to develop young adult leaders for a global community who can both identify and create possible solutions for global issues. The nine shared instructional strategies the teachers at H.Y.P.E. Leadership Academy will use include: (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) cooperative learning, and (9) structured academic controversy.

In summary, the eight to ten primary shared instructional strategies the teachers at H.Y.P.E. Leadership Academy will use consist of a combination of the following twelve strategies (1) Teach Like a Champion 63 techniques, (2) The Leader In Me Paradigm, (3) Flexible/strategic Grouping, (4) Direct Instruction, (5) Indirect/Discovery Instruction, (6) Formative Assessment Process, (7) Reading and Writing Across the Curriculum, (8) Learning Centers (9) cooperative learning, (10) structured academic controversy, (11) student self and peer-assessments, and (12) Hands-on learning through the LiM project-based learning blocks. These primary instructional strategies designated at each grade level described above will increase academic achievement by providing a common language and shared understanding with scaffolded learning support from direct teaching to a gradual release of independence embedded with very explicit and implicit learning techniques designed to support success for individual learners in the target student population.

Q104. Explain how the proposed instructional plan and graduation requirements will ensure student readiness to transition from grade to grade and to the next grade span upon program completion.



The proposed instructional plan and graduation requirements at H.Y.P.E. Leadership Academy will ensure student readiness to transition from grade to grade and to the next grade span upon completion in three ways: (1) By building upon a common language (LiM and TLAC), common classroom techniques (LiM and TLAC), a common curriculum source (LiM, TLAC, HMH Anywhere), and common instructional techniques in grades K-12. With these consistent foundations, teacher and student focus can be on mastery of the North Carolina Standard Course of Study; (2) providing an introduction to all three pathways of learning (Business, Sports, and College-Prep) in grades K-8, students are set up for success in their selected pathways in grades 9-12. Studies show that student choice is a prime factor in student success in academic areas, and H.Y.P.E. Leadership Academy will provide student-selected pathway options and a variety of electives to meet their specific interests; and (3) by incorporating the principles of the Leader In Me, 7 Habits of Happy Kids, and 7 Habits of Highly Effective Teens into the daily core curriculum, students will learn to advocate for their own and their peers' needs and interests, resulting in more successful learners and future global leaders.

Q105. Describe in a brief narrative how the yearly academic calendar coincides with the tenets of the proposed mission and education plan.



The yearly Academic calendar for H.Y.P.E. Leadership Academy begins August 12 for mandatory professional development days for new staff. This will allow the administrative team to share the school culture, begin training with the Leader In Me and Teach Like a Champion models, delve deeper into our expected instructional strategies, and introduce the pathways of instruction. In following years, returning staff will begin on or around August 15-23 to join the new staff, where we will work as a community to build our leadership culture, design the student's return to school week with a common language and theme, decorate classrooms, review the year's instructional strategies, sign up for our community teams, review the school calendar and Leadership Day, begin setting up community events, and design their makers' space for their the Leader In Me project blocks.

Students begin school on August 28th, and will take the first week to learn school culture, receive their information/resources for the Leader In Me model, begin hearing and using our common language, and practice the school routines. Teachers will use these first days to introduce the pathways of H.Y.P.E. Leadership Academy and to assess students' academic mastery of their previous year's standards in preparation for this school year. This first month of teacher and student training is key to establishing the school culture of leadership for our school-wide team, the goals of a culture of leadership, academic excellence, career pathways, and a community of committed students and staff. Each month has a continuous School Improvement/Workday built into the school calendar to continue with professional development training in our problem-based learning projects, The Leader In Me model, Teach Like a Champion techniques, data dissemination, Community Service Projects, and school committee meetings. In October and March, the school will conduct student-led conferences, where students present their portfolios and projects, and self-analyze their classroom grades for their parents with teachers as facilitators. In this way, students learn to be advocates and take accountability for their own learning. In March the school will participate in a Leadership Day that aligns with the Leader in Me conference dates.

In summary, H.Y.P.E. Leadership Academy will have a total of 170 instructional days with 1105 instructional hours (out of 1025 required) and a total of 12 mandatory professional development days. This calendar coincides with the tenets of H.Y.P.E. Leadership Academy's mission statement by using projects, portfolios, and student-led conferences to empower students, training our teachers to strongly model career pathway examples that teach our students to become a community of activists, participate in community activities that promote a culture of leadership, and train teachers to best foster academic excellence in all students through both the curriculum and instructional strategies.

Q106. Describe the structure of the school day and week. Include the number of instructional hours/minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for student learning.



The structure of the daily and weekly schedule is optimal for student learning based on the dedicated structures for skill development and a gradual release to independence infused with the teachings of the Leader in Me paradigms outlined below.

The structure of the school day begins with doors opening at 7:30 for breakfast and a school start time of 8:00. Dismissal Time will be at 3:00, with the doors closed at 3:20 for the end of dismissal and opportunities for late pick-up provided. The schedule will be a Monday through Friday schedule, with the students receiving the same instruction each day. Grades K-8 will be year-long courses, while grades 9-12 will be semester-long courses. H.Y.P.E. Leadership Academy will provide after-school opportunities from 3:20 until 5:00, including K-12 after-school "extended day" with time to use the Maker's Space and computers to work on PBL projects, K-12 sports - rotating (such as basketball, volleyball, baseball, softball, soccer, track, cheerleading), and K-12 Clubs that align with pathways (NA, sports medicine, student body government, yearbook, school news, visual arts, world languages, "Shark Tank" for budding entrepreneurs, and My First Lemonade Stand for entry-level entrepreneurs).

This daily schedule is optimal for student learning for four key reasons. First, the surrounding schools have similar start and end times, allowing families with students in multiple schools to have a single drop-off and pick-up time. Second, the 7-hour learning day allows opportunities for all students to receive an appropriate length of instructional time in each subject, receive lunch, recess, electives, MTSS and EC interventions, and a block of time for Leader In Me activities. Grades K-8 are provided with a 60-minute block Leader In Me Project Block, while grades 9-12 students are provided time in class and during electives for completing and receiving guidance on problem-solving projects, which align with the Leader-In-Me and 7 Habits recommendations. The extended learning day, after-school sports offerings, and after-school club offerings will continue to promote leadership skills and mentorship opportunities.

Grades K-2 will receive 6 blocks of year-long instruction that include: 10-minutes HR/Breakfast, 90-minutes ELA, 90-minutes Math, 60-minutes alternating Social Studies and Science, 60-minutes electives that rotate each quarter and provide a glimpse at all three pathways that are the focus of H.Y.P.E. Leadership Academy, and 60-minutes Leader-In-Me PBL Block to allow time to build the pillars of H.Y.P.E. Leadership Academy's foundation: respect, responsibility, resourcefulness, and resilience.

Grades 3-5 will receive 7 blocks of year-long instruction. These time periods include 10-minutes for HR/Breakfast, 60-minutes ELA, 60-minutes Math, 60-minutes Social Studies, 60-minutes Science, and 60-minutes for Electives that rotate each quarter to provide a glimpse at all three pathways that the focus of H.Y.P.E. Leadership Academy's mission, and 60-minutes Leader In Me PBL Block to allow time to build the pillars of H.Y.P.E. Leadership Academy's foundation: respect, responsibility, resourcefulness, and resilience.



Grades 6-8 will receive 6 blocks of year-long instruction. These blocks include: 10-minutes of HR/Breakfast, 80-minutes ELA/SS Combo, 80-minutes Math, 80-minutes Science, 60-minutes Electives that rotate each quarter, and 60-minutes Leader-In-Me PBL Block.

The high school students will receive 4 Blocks of Semester-long Instruction. Each class is 90 minutes long and changes each semester so that each high school student will have the opportunity to take 8 classes per year.

In summary, the structure of the daily and weekly schedule which include a dedication to skill development through our academic curriculum and Leader in Me teaching blocks leads to a gradual release of independence as students are able to choose pathways and are empowered to own their learning are optimal for learning with our target student population.

Q107. Describe a typical day for a teacher and a student in the school's first year of operation.



In the first year of operation, the teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance, a No taunting Pledge, and morning announcements. Throughout the day, the teachers will conduct their lessons for students.

Teachers' days, in grades K-2, further consist of a 90-minute ELA block and a 90-minute Math block, during both times they will conduct 30-minutes of small group intervention time for differentiated learning in cluster groups with the help of AIG, EC, and MTSS specialists as needed. Teachers will also facilitate a 60-minute Leader in Me PBL block, where students will use a Maker's Space to plan, design, and create potential solutions to problems they are introduced to within their classroom or school settings. Another 60 minutes consists of a rotating Science or Social Studies lesson.

Teachers will rotate through a 30-minute lunch duty with their TA's and co-teachers and will supervise their students during a 30-minute recess. During the student's 60-minute Electives class the teachers will have uninterrupted planning time 3 days a week, Professional Learning Communities 1 day a week, and a team/admin meeting 1 day a week.

Teachers' days, in grades 3-5, further consist of teaching 4 60-minute blocks of Science, Math, ELA, and Social Studies during the day. They also have a 60-minute Leader In Me PBL block that they facilitate while students plan, design, and create potential solutions to problems they are introduced to within the school or community. Teachers will rotate through a lunch duty weekly with the TA's and their team teachers and supervise their students for a 30-minute recess. During the student's 60-minute electives block, the teachers will have uninterrupted planning 3 days a week, a Professional Learning Community 1 day a week, and an Admin/Team meeting 1 day a week.

Teachers will stay with their students from 3:00-3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations.

Middle School teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance, a No taunting Pledge, and morning announcements. Throughout the day, the teachers will conduct their lessons for students. Teachers of grades 6 - 8 teach 3 80-minute year-long blocks of Science, Math, OR ELA/Social Studies Humanities block during the day. They also have a 60-minute Leader In Me PBL block that they facilitate while students plan, design, and create potential solutions to problems they are introduced to within the school or community. Teachers will rotate through a lunch duty weekly with the TA's and their team teachers and supervise their students for a 30-minute recess. During the student's 60-minute electives block, the teachers will have uninterrupted planning 3 days a week, a Professional Learning Community 1 day a week, and an Admin/Team meeting 1 day a week. Teachers will stay with their students from 3:00-3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up



and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations.

In the high school, the teachers' day begins at 7:20, with all teachers thresholding in their doorway to begin welcoming their students by 7:30. At 8:00 teachers close their classroom doors to begin their day with the Pledge of Allegiance and morning announcements. Throughout the day, the teachers will conduct their lessons for students. Teachers in grades 9-12 will teach 3 90-minute blocks and have 1 90-minute block for planning, during which time teachers should be available 1 day a week with office hours to help students with any Problem-based learning projects. Teachers will rotate through a 30-minute lunch duty with their teaching assistants and co-teachers and will supervise the hallways during the extended passing period. Teachers will stand in their dismissal duty station from 3:00 - 3:20 during dismissal time. At 3:20 any remaining students are assigned to a school staff to await late pick up and the teachers are able to leave at that time. Teachers who are coaching, or leading clubs or meetings will report to their appropriate locations. Every Thursday, core subject teachers will attend a Professional Learning Community from 7:30-8:15, and every Wednesday teachers will meet with their grade-level teams and admin from 7:20-7:50. On Wednesdays and Thursdays, electives teachers will supervise students in the cafeteria until meetings are finished. All elective teachers have shared planning every day and will have Professional Learning Community meetings with their team during their shared planning.

Students in grades K-5, typically begin at 8:00 am, unless they are coming in for breakfast. School doors will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on, when the students say the Pledge of Allegiance and A No Taunting Pledge. Throughout the day, students will engage in the basic subject areas and integrated elective activities, exposing all students to all areas within the three pathways of the H.Y.P.E. Leadership Academy. Students in grades K-2 participate in 5 year-long learning blocks per day, 90 minutes for their reading and math blocks, 60 minutes for their electives, science/social studies, and LiM PBL block. Students in grades 3-5 participate in 6 year-long 60-minute blocks of instruction for ELA, math, Science, Social Studies, electives, and a LiM PBL block daily. All students in grades K-5 receive a 30-minute lunch in the cafeteria and a 30-minute recess outdoors. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are examples available to students. At 3:00 students will line up with their teachers to await their parents to pick them up. Students participating in after-school sports, clubs, or meetings will report to that teacher. Any remaining students at 3:20 will be transferred to school staff to await their parent pick-up.

For students in grades 6-8, the day typically begins at 8:00, unless they are coming in for breakfast. School doors will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on,



when the students say the Pledge of Allegiance and A No Taunting Pledge. Throughout the day, students will engage in the basic subject areas and integrated elective activities, exposing all students to all areas within the three pathways of the H.Y.P.E. Leadership Academy. Students in grades 6-8 participate in 5 year-long 80-minute blocks of instruction for ELA, math, Science, Social Studies, electives, and a LiM PBL block daily. All students in grades 6-8 receive a 30-minute lunch in the cafeteria and a 30-minute recess outdoors. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are examples available to students. At 3:00 students will line up with their teachers to await their parents to pick them up. Students participating in after-school sports, clubs, or meetings will report to that teacher. Any remaining students at 3:20 will be transferred to school staff to await their parent pick-up.

For high school, the student's day typically begins at 8:00, unless they are coming in for breakfast. Doors for the school will open to all students at 7:30 to provide time to eat breakfast. Students will eat their breakfasts in the cafeteria, then report to their teacher. At 8:00 announcements come on, when the students say the Pledge of Allegiance. Throughout the day, students will engage in the basic subject areas and integrated elective activities, with students focusing on one of the three pathways of the H.Y.P.E. Leadership Academy. Students in grades 9-12 participate in 4 semester-long 90-minute blocks of instruction. Students will have the opportunity to take 8 courses in a year, including: an English course, a Math course, a history course, a science course, and 4 electives - focusing on their selected pathway in instruction. All students in grades 9-12 receive a 30-minute lunch in the cafeteria and an extended passing period both to and from lunch - creating a 48-minute lunch block. Throughout the day, students will have scheduled times to visit with the related services deemed necessary for their instruction: MTSS, EC, AIG, ELL, speech and language pathology, and occupational therapy are available to all students. At 3:00 students are dismissed - students attending after-school sports, clubs, or meetings will report to their appropriate location, while other students leave the campus. Every Wednesday all students will report to the cafeteria for a study hall from 8:00 - 8:15, then report to their first block. Every Thursday, students will remain in the cafeteria during the morning until 7:50, then report to their classrooms for a regular start time of 8:00.

In summary, a typical day for students and teachers in the first year begins with thresholding at the door to build relational capacity and ensures a fresh and positive start to each day. As teachers and students move throughout the instructional day, they will engage in a leadership-driven culture within the classroom, as well as throughout the hallways, cafeteria, and social time periods such as recess. Academic support will be incorporated into their daily schedule to push students toward individual academic success. Professional learning support will be incorporated throughout the week to lift teachers toward teaching and learning success. Our mission will be evidenced by both teachers and students having a program structured around the principles of the Leader in Me program that is also living throughout the teaching and learning process to empower both teachers



and students to reach their full potential.

Q108. Will this proposed school include a high school?

- Yes
- No


Q109. High School Graduation and Post Secondary Readiness Describe how the proposed charter school will meet the Future-Ready Core requirements.

All North Carolina public high school students must meet minimum state requirements to meet the Future-Ready and earn a diploma to graduate. The North Carolina Department of Public Instruction requires at least 22 credits in the Future-Ready Course of Study to graduate from high school.

Students graduating from H.Y.P.E. Leadership Academy will complete a minimum of 26 credits upon completion of their High School Pathway. The H.Y.P.E. Leadership Academy graduation requirements ensure that a student is prepared for a life as a global leader in either Entrepreneurship, Athletics, College-Ready skills, or whatever pathway they choose after they graduate. In addition to the English, Math, Science, Social Studies, and Health and Physical Education credits that are in the Future Ready Course of Study, students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive world languages, 4 Electives in the Leader in Me pathway, and then have opportunities to take at least 4 electives in a variety of areas that meet their pathway needs. Aligning with Cumberland County's graduation requirements, students at H.Y.P.E. Leadership Academy will be required to participate in 50 volunteer hours per year.

In summary, the H.Y.P.E. Leadership high school course of study meets and exceeds the Future-Ready Core requirements.

Applicant Evidence :


H.Y.P.E. Graduation ...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q110. Provide details on how the students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered.



At H.Y.P.E. Leadership Academy, a credit course is one for which credit toward high school graduation is awarded and which qualifies as part of the instructional day: (1) must consist of a minimum of 150 clock hours of instruction in a traditional schedule or, must consist of a minimum of 135 clock hours of instruction in a block schedule; (2) must be directed by a teacher; (3) one (1) unit of credit will be awarded for the course upon successful completion; (4) a course that consists of 300 clock hours of instruction in a traditional schedule or 270 clock hours of instruction in a block schedule will award two (2) units of credit upon successful completion. Credit will be awarded only at the completion of a two-credit hour course. Two-credit hour courses will not award a unit of credit after completion of only half of the course

Based on NCDPI recommendations, at H.Y.P.E. Leadership Academy the conversion of grades to quality points is standardized under the NC 10-Point Scale. Implicit is a conversion of percentage grades to letter grades according to the following widely used scale: 90-100 = A; 80-89 = B; 70-79 = C; 60-69 = D; ≤ 59 = F. Grade point average calculations are based upon standardization of academic course levels, weighting of course grades, and grading scales. The weighting for Honors courses shall be one-half (.5) of a quality point. The weight for Advanced Placement/International Baccalaureate (AP/IB) and specified High School Connections courses shall be one (1) quality point. Grades and the corresponding number of quality points are shown: 90 - 100 (A) = 4.0, 80 - 89 (B) = 3.0, 70 - 79 (C) = 2.0, 60 - 69 (D) = 1.0, 59 and below (F) = 0.0

Transcripts from H.Y.P.E. Leadership Academy will include: an information section that includes the student's name, address, phone number, email address, date of birth, and parent/guardian information; a School Information section that includes the school name, address, phone number, and email address; an academic record that identifies the student's chosen pathway, all course work, grades, course GPA, and credits earned each year at the high school; an academic summary section that includes the student's cumulative GPA, total credits earned, whether the diploma was earned, the graduation date, and any honors received; a Notes section that will allow notations for dual credit, honors, AP, Internship, and volunteer hour identifications; and a signature section for the principal.

Students at H.Y.P.E. Leadership Academy will receive electives that align with the school's pathways: Entrepreneurship, Health and Wellness, and College-Preparation.

For the entrepreneurship track, students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering and Math (STEM). Students in grades K-2 in STEM will focus on basic computer skills, and basic money math, get help with PBL projects, and learn basic public speaking skills for the presentation of projects and student-led conferences. Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills such as spreadsheets, incorporate student body government decision-making components, and continue learning public speaking protocols for the presentation of projects and student-led conferences.



Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business plans, manage schedules, organize school functions, incorporate these skills into their PBL projects, and sharpen their public speaking skills for presentation of projects and student-led conferences. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in accounting, business law, entrepreneurship, world Languages, Current Affairs, leadership development, career management, and Speech and Debate. The North Carolina Virtual Public School can be used to supplement student elective needs as necessary.

The electives offered for the health and wellness pathway have been selected to enhance lifelong athletic goals, instruct in a variety of sports offerings, and to provide opportunities for students to learn more about athletic training, team management, healthcare, and nursing. As early as Kindergarten, students will begin taking physical education (PE) courses that focus on basic coordination skills, team building/leadership, sports rules, basic components of lifelong fitness, basic components of healthy movements, and public speaking for the presentation of projects and student-led conferences. In grades 3-5, the PE courses will begin to look at fundamental agility skills, continued lifelong fitness concepts, more complex healthy movement training (intro to sports training), basic components of sports management, basic biotechnology content, and public speaking for the presentation of projects and student-led conferences. Students in grades 6-8 will take PE courses that include sport-specific agility skills, rules (basketball, volleyball, football, track, baseball/softball), continued components of sports management, continued components of sports training, more advanced life long fitness, introduction to personal coaching, more advanced biotechnology and unique courses for nursing, medical assistant, and pharmacy components, and public speaking for the presentation of projects and student-led conferences. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in health science, fundamentals of athletic training, advanced physical education, food and nutrition, anatomy and physiology, World Languages, leadership development, career management, health science, and technology courses, ad nursing coursework, and Speech and Debate. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses where they will focus on skills that align with their problem-based Learning (PBL) project within their LiM block, and public speaking for presentation of projects and student-led conferences. Students in grades 3-5 will begin learning a world language with a world cultures art. These classes will have the added component of community service, how to use these skills for their PBL projects, and public speaking for presentations of projects and student-led conferences. In grades 6-8, students will continue with a more advanced world language with a focus on the art found in



different world cultures. Again, these classes will have the added component of community service, how to use these skills to support their PBL project, and public speaking for presentations of projects and student-led conferences. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, visual arts, photography, dance beginning, dance intermediate), and Speech and Debate. The North Carolina Virtual Public School can be used to supplement student elective needs as necessary.

In summary, based on the H.Y.P.E. Leadership Academy course of study to earn credit hours and graduation through grade-point averages calculated by a standard grade scale and appropriately documented on an academic transcript which includes their chosen learning pathway lending itself to empowered choice and leadership in selecting appropriate electives, students will be prepared for success for their next chapter beyond graduation.

Applicant Evidence :


HYPE Transcript Sam...

Uploaded on **4/26/2023**
by **Kendra Whitney**

Q111.Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).



The leadership team of H.Y.P.E. Leadership Academy understands that as the need for postsecondary credentials in the workforce increases, students graduating from H.Y.P.E. Leadership Academy must demonstrate skills to improve their transition from high school toward their postsecondary goals. The educational program, by design, prepares students for postsecondary opportunities through a chosen pathway that includes CTE opportunities, dual enrollment, and leadership development supporting success in entering the workforce. Utilizing career pathways at the high school level offers an efficient approach to education that provides the skills, knowledge, and community connections necessary within a specific area for students to be successful in their postsecondary choices.

Entrepreneurship courses prepare the learners for the workforce, entrepreneurship, or postsecondary schooling/training. By providing the students opportunities to learn ways to manage money, careers, and businesses in a language of leadership H.Y.P.E. Leadership Academy graduates will acquire skills to make them highly marketable upon graduation. In addition to leadership skills learned through the Leader in Me structure, students will master basic business principles and procedures, concepts in accounting and finance, and management skills. Today, almost every business and organization has a financial and management component, providing opportunities in many career pathways such as trade school, military service, and entering the workforce in addition to college preparation. At the high school level, H.Y.P.E. students meet the NC DPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The entrepreneurship pathway provides students with a curriculum in STEAM, accounting, business law, world languages, current affairs, leadership development, and career management, as well as speech and debate development and internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

The curriculum for Health and Wellness at H.Y.P.E. Leadership Academy provides learning opportunities that can enhance students' athletic abilities and their lifelong athletic goals, management of an athlete or team, coaching skills, and biotechnology skills to provide entry coursework for healthcare professions such as nursing physical therapy, radiology, and surgery, and sports medicine knowledge. Students involved in the health and wellness pathway not only learn important skills about self-discipline, commitment, community, and healthy living that will prepare them for the workforce, postsecondary schooling or training, or the military but also acquire leadership skills through the Leader in Me curriculum. Students will master the basic skills of athletic coordination and agility, specific sports rules and regulations, team management, lifelong fitness, and healthy eating/movement. At the high school level, H.Y.P.E. students meet the NCDPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The health and wellness pathway provides students with a curriculum in physical education, health science, athletic training, food and



nutrition, career management, leadership development and speech and debate development with internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

The College Preparation curriculum at H.Y.P.E. Leadership Academy is designed to prepare students for success at an institution of higher learning, trade schools, workforce training, or schools within the military training process. Research shows that students that are better prepared for postsecondary training are more likely to succeed, and today's workforce often requires specialized schooling of their employees. In addition to the Leader in Me leadership skills, within the college prep pathway at H.Y.P.E. Leadership Academy, students will learn study skills, recognition of their learning style, note-taking skills, and time management that will help them to be successful upon graduation. The College Prep pathway is designed to introduce students to a variety of skills to help them be successful upon graduation, such as basic art, public speaking, world languages, world cultures, and advanced curriculum opportunities. At the high school level, H.Y.P.E. students meet the NCDPI graduation requirements, as well as the incorporation of LiM leadership skills, consecutive world languages, and focused electives based on the chosen pathway. The College Preparation Pathway at H.Y.P.E. Leadership Academy includes opportunities to take AP courses, yearbook, journalism, world languages, leadership development, art electives in both visual arts and music/dance and speech and debate as well as internship opportunities. All pathways at H.Y.P.E. Leadership Academy have opportunities to enroll in dual enrollment courses at our participating partner colleges, decreasing their future college costs and improving their success rates at any postsecondary training.

In summary, the development of the curriculum at H.Y.P.E. Leadership Academy is designed to prepare students for their choice of postsecondary experiences, whether through trade school, military service, entering the workforce, directly joining an athletic team, or advanced schools such as college or university. H.Y.P.E. Leadership Academy provides opportunities to learn leadership skills through the LiM modeling and pathway-specific electives. Utilizing the option for students to choose one of three pathways at H.Y.P.E. Leadership Academy will expose students to the individualized skills, resources, specific knowledge, and community connections that will help them to be successful in their selected postsecondary endeavors.

Q112. Explain what systems and structures the school will implement for students at risk of dropping out and/or not meeting the proposed graduation requirements.



The leadership team at H.Y.P.E. Leadership Academy agrees with the NCDPI statement that graduating from high school is a strong predictor of adult success and a limiter of becoming involved with the criminal justice system. Nationwide, the dropout rate has increased since the beginning of the pandemic, with the national rate at 6%. Key strategies for managing the dropout rate at H.Y.P.E. Leadership Academy will be monitoring and immediately addressing chronic absenteeism, monitoring the Home Base program in PowerSchool for at-risk indicators/students, and allowing administrators, support staff, and teachers to take proactive measures and help students become accountable for their own actions, providing small group and 1:1 advisement sessions with MTSS specialists to create goals for behaviors, attendance, and/or grades that are monitored over time.

To address chronic absenteeism, the school's counselor will monitor absentee data daily, and send out letters to families on days 3, 6, and 10. Conferences will be set up with the administration, the school counselor, and families of chronically absent students. Multi-Tiered System of Support is a multi-tiered framework that promotes school improvement through engaging, research-based academic and behavioral practices that use data and a problem-solving matrix to maximize growth for all students. MTSS specialists, along with the classroom teachers, will use a tiered system to monitor and address individual and small-group student needs. Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, using HMH anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects.

Focusing on developing future global leaders, a focus will be on decision-making, problem-solving, financial literacy, and communication skills across all disciplines utilizing the paradigms in the Leader in Me program. Tier II interventions will occur in the classroom as small-group instruction, using the HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, AIG, EC, and ELL specialists will push in or pull students out during this time for differentiated instruction based on the students' needs. Tier II Interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will meet for goal-setting and weekly monitoring of their progress toward their goals. Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. Pull-out sessions for students will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction. Tier III interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will have 1:1 meetings as often as necessary to work toward attendance and behavior goals.

In summary, the systems and structures the H.Y.P.E. Leadership Academy will implement to support students at risk of dropping out and/or not meeting the proposed graduation requirements for



successful completion include a multitiered system of support. From staff members to program structures and direct teaching of leadership paradigms found embedded in the pillars of our school; respect, responsibility, resourcefulness, and resilience, we will strive to empower students to persevere through obstacles and become leaders in their education and their life beyond.


Q113. Attach Appendix C: 9-12 Core Content Electives Provide a visual description of what courses (both core content and electives) will be offered at the charter high school to ensure students meet the proposed charter school's graduation requirements. Please ensure the projected staff and budget aligns with the course offerings.

Attached is a visual description of the courses that will be offered at H.Y.P.E. Leadership Academy ensuring that the students meet the graduation requirements. The projected staffing structure and budget align with the course offerings. Please know that this Course Selection is based on when high school actually starts, in year 5, so this would be Years 5-9.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 6

Applicant Evidence :


H.Y.P.E. HS Sample C...

Uploaded on **4/26/2023**
by **Kendra Whitney**





Q114. Attach Appendix B: Curriculum Outline per Grade Span (for each grade span the school would ultimately serve). One sample curriculum outline (in graph form) in the Appendices for one core subject (specific to the school's purpose) for each grade span the school would ultimately serve.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :

	
Biology Pacing guide...	HYPE Sample Curric...

Uploaded on **4/26/2023** by **Kendra Whitney** Uploaded on **4/26/2023** by **Kendra Whitney**

Q115. Attach Appendix D: Yearly Academic Calendar (minimum of 185 instructional days or 1,025 hours)

Upload Required File Type: pdf, image, word Max File Size: 30 Total Files Count: 3

Applicant Evidence :


HYPE - PROPOSED S...

Uploaded on **4/25/2023** by **Joe Salisbury**




Q116. **Attach Appendix E: Daily and Weekly Schedule** Provide a sample daily and weekly schedule for each grade band (K-5, 6-8, and 9-12) the school ultimately plans to serve.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 15

Applicant Evidence :


HYPE Leadership Dai...

Uploaded on **4/25/2023**

by **Joe Salisbury**

9.2. Special Populations and "At-Risk" Students

Q117. **Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies, and supports you will provide for these students.**



A process is in place which we refer to as MTSS, in this process, our teachers and support staff work collaboratively to document, monitor, and employ strategies that will assist students in the following categories to work to their potential. The process follows levels of support and documentation which gets more involved as the level increases. The progress or lack of progress is measured regularly and discussed in professional learning communities and with the MTSS Coordinator. Once a student reaches the top level with minimal to no progress, the MTSS Coordinator and Exceptional Children Director will devise a plan to seek consent for ruling in or out the identification of Exceptional Children eligibility.

A multi-tiered system of support (MTSS) is a framework that promotes school improvement through engaging, research-based academic and behavioral practices. All students are part of an MTSS and receive Core (Tier I) instructional support.

As part of an MTSS and upon review of progress monitoring data, problem-solving teams identify groups of students that need additional support(s) with grade-level standards in reading, math, behavior, or social-emotional learning. These supports are sometimes organized by tiers and are described as interventions.

Problem-solving teams meet monthly to discuss areas of concern and strength. The term “Problem-Solving Team” is an umbrella term often used to describe groups of individuals that meet to analyze data and determine solutions to problems. In an MTSS, there can be multiple problem-solving teams. Professional Learning Communities, Intervention Teams, and Student Support Teams are all examples of teams that generally meet to discuss school-wide areas of concern related to the environment, instruction, and curriculum for all students or groups of students.

Specialized teams, such as the IEP Team, are also problem-solving teams; however, their purpose is initiated for individual students who are suspected of a disability or who have already been identified with a disability and are coordinated according to the regulatory requirements of the IDEA.

An “Individualized Education Program Team (IEP Team)” is the problem-solving team to which a student is referred when a disability is suspected, or a parent requests a formal evaluation. This team will engage in the problem-solving necessary to determine if a formal evaluation for special education and related services will occur and ensures that the appropriate procedures and documentation are completed in compliance with federal regulations and state policies. The implementation of interventions prior to a referral to the IEP Team is not required if a disability has been suspected by the parent or school staff or if a parent or teacher has requested a formal evaluation in writing. However, interventions may need to be implemented concurrently with the formal evaluation timeline to provide the IEP Team with a required component of a comprehensive evaluation at the time eligibility for special education and related services will be determined.



Procedures for Communication with Parents:

- Parents must be notified, in writing, that their student requires intervention beyond Core (Tier 1)
- The parent must be provided this information using the “Parent/Guardian Notification of Intervention”.
- A copy of this notification(s) must be retained in the student’s cumulative folder.
- A parent/guardian notification must be sent each time the intensity of intervention increases from core to supplemental and supplemental to intensive.
- A parent letter must also be sent each time the student successfully responds to intervention – intensive to supplemental and supplemental to the core.

Child Find Responsibilities (procedures)

- If a parent verbally requests an evaluation (also known as a parent referral to special education); staff should advise the parent to make the request in writing and send it to the EC director of the school.
 - Upon receipt, the EC director shall provide the request to EC personnel to schedule the IEP Team meeting to discuss the parent request. This begins the regulatory/procedural timeline associated with initial referrals/evaluations.

Tiered Supports:

- **Tier 1** - All students receive high-quality instruction in academics at the core level.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student’s response to intervention at each level (tier). The “Parent Notification of Intervention” must be used, and a copy retained in the student’s cumulative file.*
- **Tier 2** - Increased instructional time on a specific skill set at that student’s learning level, smaller groups of students or narrowed focus of instruction.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student’s response to intervention at each level (tier). The “Parent Notification of Intervention” must be used, and a copy retained in the student’s cumulative file.*
- **Tier 3** - Most intensive support based on individual needs.
 - *The problem-solving team must consider whether the student’s lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and*




interventions must continue concurrently while the issue of a suspected disability is resolved.

- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*

In Summary, the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress through MTSS interventions, Child Find, and Tiered supports.

Applicant Evidence :


HYPE - MTSS Frame...


HYPE MTSS Framew...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q118. Describe the extent to which one or more of the founding board members has experience working with special populations (students with disabilities, students with 504 Plans, ELs, students identified as gifted, and students at risk of dropping out). If no founding board members have experience working with special populations, describe the school's pre-opening plan to prepare for special populations.



While the founding board members bring forth a vast degree of experience several of them have limited to minimal experience in working with special populations in a formal way, however the experience of a few coupled with the resources of the others, has led to a strong and diverse board. Dr. Kendra Whitney, a non-voting board member, is a career educator with a vast degree of experience with students with disabilities, students with 504 Plans, English Language Learners, students identified as gifted, and students at risk of dropping out. She has and will continue to utilize her experience to share resources and knowledge with the rest of the founding board to ensure all needs are being met for special populations. In addition to the experience, Dr. Whitney brings to the board, partnering with NC Educational Solutions will assist the board in ensuring that the plans, support, and legal requirements are being met. A second board member that has worked with special populations is Mr. Brandon Price. He previously worked with the Find-A-Friend program for Fayetteville Urban Ministry for 5 of the 8 years he was employed there. In his role, he recruited trained and screened mentors to work one-on-one with youth considered at-risk, in the court system or who had parent(s) that was incarcerated. They used an evidence-based curriculum in group workshops to teach character-building and life skills. Throughout his tenure there, he participated in multiple training conferences to develop his knowledge and success supporting the youth he worked with. He currently represents youth in the court system as an attorney. As you can see, the deep experience of a third of the board, can lift the entirety of the board and broaden as training develops.

Q119. Explain how the instructional plan and curriculum will meet the needs of English Learners (EL), including the following:

- 1. Methods for identifying EL students (and avoiding misidentification).**
- 2. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for EL students.**
- 3. Plans for monitoring and evaluating the progress and success of EL students, including exiting students from EL services.**
- 4. Means for providing qualified staffing for EL students.**



Students who are learning to speak English need accommodations in school to facilitate their learning. English Language Learners (ELLs) will be given assessments upon entering the school to determine where they are with their language acquisition. Classroom teachers and an MTSS Coordinator will design accommodations and instruction geared toward fostering language development.

All students new to H.Y.P.E. Leadership Academy will complete a home language survey (HLS) prior to their first day of school. During the first thirty days of the student's entrance to H.Y.P.E., students identified through the HLS will be administered all four domains (listening, speaking, reading, and writing) of the WIDA screener. Kindergartners enrolling at or during the first semester will be administered the Listening and Speaking domains of the WIDA Screener for Kindergarten. Students enrolling in their second semester will be administered all four domains of the WIDA screener for kindergarten. First-grade students in their first semester will take all four domains of the WIDA Screener for kindergarten. First-grade students in their second semester will take the Grade 1 online WIDA screener. Parents/Guardians of all students who may be considered English Learners eligible for ESL services will be informed within 14 days of the screener administration. H.Y.P.E. Leadership Academy will follow the NC Department of Public Instruction guidelines by providing the WIDA Screener grades 1 - 12 online. H.Y.P.E. Leadership Academy will ensure equitable access to core programs for EL students by providing an EL coordinator that will complete pull-out and push-in services as needed, provide an EL resource page on a Google Classroom by grade bands, provide access to HMH Anywhere with multi-language options, and a variety of parent resources to include Colorin Colorado. When possible, our EL coordinator will be TESOL certified and always be WIDA certified to provide additional language strategies within the core academic programs. EL students in grades kindergarten through 12th grade at H.Y.P.E. Leadership Academy will be administered the ACCESS language proficiency assessment during the second semester of the school year, The ACCESS for EL students is given annually to monitor student's progress in acquiring English language proficiency in academic contexts. H.Y.P.E. Leadership Academy will administer ACCESS English Language Proficiency Assessments online. The results are used to make decisions about students' proficiency with English in academic contexts and to facilitate their language development. Student scores reflect proficiency levels ranging from Level 1 (entering) to Level 6 (reading). At that time students are exited from receiving English language support services. WIDA and ACCESS provide the required training for the successful administration of the WIDA screening and ACCESS English language proficiency assessments. Whenever possible the EL coordinator will also be TESOL-certified to provide more contextual English Language proficiency support.



Applicant Evidence :



DRAFT - LIEP Progra...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q120.Explain how the school will identify and meet the needs of gifted students, including the following:

1. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.
2. Plans for monitoring and evaluating the progress and success of gifted students; and means for providing qualified staffing for gifted students.



H.Y.P.E. will challenge students to learn to the maximum of their ability by offering advanced opportunities either within their general education setting or through advanced sections of classes for students identified as gifted in those subjects. Additionally, all students will receive differentiated instruction within the classroom, requiring work that challenges them to go deeper in their understanding, apply their knowledge and be creative in their work.

Students will be provided the Naglieri Nonverbal Ability Test (NNAT) in grades 3, 5, and 7 to monitor for gifted and talented services. Using a matrix, based on NNAT scores in appropriate grades, teacher recommendations, parent/guardian recommendations, self recommendations, standardized test historical scores, course overall scores, and other cognitive or standardized testing data students will be placed into one of 5 categories of Academically or Intellectually Gifted (AIG) categories.

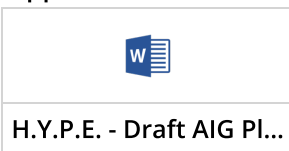
Students will be placed in common cohorts for enrichment opportunities throughout the year and will receive pull-out and push-in services provided by a licensed AIG teacher routinely. Using team recommendations, students will be provided with individualized education plans to best meet their needs and enrichment requirements.

Kindergarten students will be identified through teacher recommendations using classroom data and will enter into a talent discovery phase. These students will be provided enrichment opportunities in either a pull-out or push-in environment for a minimum of six weeks during their kindergarten school year. First and Second-grade students will continue to participate in a Talent Development program or may enter into the Talent Development Program for enrichment opportunities with push-in or pull-out services for enrichment opportunities.

Students in high school will participate in advanced courses such as honors and AP coursework. Enrichment opportunities will be provided such as community service programs, public speaking opportunities, SEL skill sets, field trips, guest speakers, individualized advisement, interview and resume-writing skills, apprenticeships, and University visits.

Please see attached for the drafted AIG plan through NCDPI.

Applicant Evidence :



H.Y.P.E. - Draft AIG Pl...

Uploaded on **4/24/2023**
by **Joe Salisbury**

9.3. Exceptional Children



The public charter school cannot deny admission to any child eligible for special education services as identified under the federal legislation *Individuals with Disabilities Education Improvement Act (IDEA)*, *IDEA regulations*, and *Article 9 115C of the North Carolina General Statutes*, *North Carolina Policies Governing Services for Children with Disabilities*. **All public schools are responsible for hiring licensed and 'highly qualified' special education teachers pursuant to law.** Public schools are required to provide a full continuum of services to meet the unique needs of ALL students with disabilities.

Q121. Identification and Records Explain how you will identify students who are enrolled within the charter school that have previously been found to be eligible for special education services or are protected under Section 504 of the Rehabilitation Act.

H.Y.P.E. Leadership Academy has processes and procedures established to seek information about pre-identified students with disabilities receiving services under Federal IDEA or Section 504 of the Rehabilitation Act. After the initial enrollment application and lottery are completed, all students/parents are required to complete a student registration form which includes questions about whether a student previously had an IEP, 504 Plan, or has been diagnosed as exceptional children or 504 plan records, if any. The school will also conduct a search of student databases including PowerSchool and ECATS to determine if a current student previously received identify all EC and 504 students prior to the first day of school. Further search will continue after the first day to ensure that all EC and 504 students are immediately identified and provided services consistent with existing plans.

Q122. Provide the process for identifying students who may be eligible for special education services as identified in the federal 'Child Find' mandate. Be sure to include how student evaluations and assessments will be completed. Include how the school will avoid misidentification of special education students.



H.Y.P.E. Leadership Academy will fully participate in the Individual Disabilities Education Act (IDEA) "Child Find" program. The "Child Find" poster will be posted on bulletin boards in the school and at a conspicuous place where they will be viewed by parents. The "Child Find" poster will be posted on the school's website. The school's point of contact for the EC Program will be identified on the poster and anyone making a referral will have easy access by telephone, email, or by appointment. A referral form will also be available. All teachers and staff will receive professional development regarding the EC Program, Child Find, and the referral process. The school will post the EC Parent/Student Rights Handbook and the NC EC Policy Manual on the school's website for easy access by parents. Referrals to Child Find follow a process to determine if interventions are appropriate, data collected, and timelines necessary to properly determine if the student is suspected of disability under IDEA. Once a referral has been made to seek possible eligibility under special education, the EC Director will obtain parent permission and facilitate testing and evaluation, obtaining input from teachers, the school psychologist, and assembling all appropriate records. The EC Director will assemble an IEP Team and an appropriate determination will be made regarding the student's eligibility for EC services within the times prescribed by law. The school will avoid misidentification by following all the required steps, obtaining the proper records, and conducting an appropriate and qualified IEP Team processing the process the referral.

Q123. Provide a plan detailing how the records of students with disabilities and 504 Accommodation plans will be properly managed, including the following:

- 1. Requesting Records from previous schools**
- 2. Record Confidentiality (on-site)**
- 3. Record Compliance (on-site)**

H.Y.P.E. Leadership Academy will adopt a policy and procedure regarding records of students with disabilities and 504 plans. At a minimum, the plan requires the confidentiality of all personnel that may handle EC or 504 records. Next, all records are to be stored in a locked records room with restricted access. Records processed from previous schools shall only be handled and processed by school personnel that have completed a written confidentiality agreement after having received proper training on the Federal Educational Right to Privacy Act (FERPA), Section 504 of the Rehabilitation Act, and the Individual Disability Education Act (IDEA) records confidentiality provisions. All EC and 504 records, whether from a previous school or generated by the staff shall remain under lock and key with restricted room access. Appropriate teachers and staff are required to complete a confidentiality statement, and sign-in and sign-out of the records room, and specifically identify which records they view. Only approved personnel will have access to ECATS.

Q124. Exceptional Children's Programming Explain how you will meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive



environment possible.

H.Y.P.E. Leadership Academy's Exceptional Children's Program is designed to meet the needs of students with mild, moderate, and severe disabilities in the least restrictive environment. The school's board and leadership recognize that our students are entitled to a Free and Appropriate Public Education (FAPE). Accordingly, we seek to serve students in the least restrictive environment. How students with disabilities are served is a function of the IEP Team after receiving all proper input, including parent input. The IEP Team will determine the appropriate setting based on whether the student's disabilities are mild, moderate, or severe. The school will maintain the capability to serve students with disabilities directly in the regular classroom (inclusion) by having a licensed EC teacher push-in into the classroom and provide students with the appropriate support (co-teaching). The school will have a "resource" room where students are pulled out of the regular classroom to receive appropriate EC services for a portion of the day. The school will have the ability to operate a "self-contained" classroom where the student can remain for the full school day as provided by the IEP. The school will be prepared to provide "homebound" or "hospital" instruction as needed. Students may also receive "related services." Related services may include speech and audiology services, occupational therapy, psychological services, and physical therapy. Students may also receive various forms of accommodations and modifications /or assistive technology. Accommodations may include a test separate room or read-aloud. Assistive technology may include a hearing aid or other appropriate device. We will provide a full continuum of services to our students with disabilities in a regular setting, resource setting, or separate setting. The IEP Team uses the guiding principle that students must be served in the least restrictive environment, which dictates that children with disabilities should, to the extent that it is possible and meets their needs, be educated in the general education classroom alongside their peers and provided the necessary supports to maximize access to the general education curriculum.

Q125. Describe the specific educational programs, strategies, and additional supports the school will provide to ensure a full continuum of services for students with disabilities. How will the school ensure students' access to the general education curriculum?



HY.P.E. Leadership Academy will provide a full continuum of exceptional children's services in the least restrictive environment. The school will provide services to EC students in a "regular setting," "resource setting" and /or "separate setting" based upon the IEP. The school will serve students with disabilities directly in the regular classroom (inclusion) by having a licensed EC teacher push-in to the classroom and provide students with the appropriate supports via the co-teaching model. The school will have a "resource" room where students are pulled-out of the regular classroom to receive appropriate EC services for a portion of the day. The school will have the ability to operate a "self-contained" classroom where the student will remain for the full school day as determined by services prescribed in the IEP. The school will provide appropriate "related services" through contractors. The school ensures that students have access to the general education curriculum by employing licensed professionals to provide the services and operate the school Exceptional Children's Program. The school leader and EC Director will monitor the operation of the program for compliance, quality, and student and parent satisfaction. The school will use a diagnostic as its primary benchmark testing tool. Exceptional Children participate in the school's general benchmark testing program but may receive appropriate district wide accommodations. The school leadership will monitor students with disabilities along with all other students' academic progress and academic growth and facilitate appropriate supports.

Q126. Describe the methods and support systems that will be in place to ensure students with disabilities receive a Free and Appropriate Public Education (FAPE).

H.Y.P.E. Leadership Academy will provide a full continuum of exceptional children services and have the capacity to provide its exceptional children with a Free and Appropriate Public Education (FAPE). The school will ensure that all students with disabilities are provided the appropriate services and programs identified by the IEP team to meet their needs at no cost to the student's family. The school will operate a "Child Find" program, have policies in place to quickly identify students with existing IEP's and immediately provide appropriate services. The school will employ licensed EC Teachers, provide for proper records security, and meet required schedules for processing referrals, conducting IEP meetings, conducting manifestations hearings, providing resources services, conduct re-evaluations, and otherwise operate a professional quality of services to our students. The Board, School Leaders, and EC Director will properly budget, apply for federal entitlement grant financial resources, and apply for special grant resources as needed. The school will maintain (MoE) with the use of State and/or local funds.

Q127. Describe how implementation of the Individualized Education Plan (IEP) will be monitored and reported to the student, parents, and relevant staff.



The School Director and EC Director will review and monitor IEP's every month and their implementation by reviewing service schedules, reports of service delivery, delivery of related services, maintaining a master schedule of re-evaluations, and other pertinent dates. The School Director and the EC Director will review test accommodations and monitor their implementation. The School Director and the EC Director will review EC students' academic programs as reported on regular benchmark tests. The EC Director will maintain regular communications with parents and provide progress reports to parents with the student's report card.

Q128. Describe the proposed plan for providing related services and to have qualified staffing adequate for the anticipated special needs population.

H.Y.P.E. Leadership Academy will contract with an outside vendor or vendors for the services of a fully licensed School Psychologist, a fully licensed Audiologist and Speech Language Pathologist, a fully licensed Occupational Therapist, a fully licensed Physical Therapist, and a fully licensed School Counselor. The school will budget adequate funds to support the school's provision of related services. The school will maintain copies of all related services personnel's professional licenses and background checks in the EC Office.

9.4. Student Performance Standards

Q129. Describe the student performance standards for the school as a whole.



Student performance standards at H.Y.P.E. Leadership Academy are founded in academic standards and extend beyond to meet the mission and vision of the school. They include academics, leadership and culture, as well as preparation for beyond K-12.

Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals. Students will demonstrate proficiency with a 3 or higher on the EOG and EOC assessments as measured by the State Board of Education.

- Beginning of Grade 3rd grade ELA
- End of Grade 3 - 8 ELA
- End of Grade 3 - 8 Math
- End of Grade 5, 8 Science
- End of Course NC Math 1
- End of Course English II
- End of Course NC Math 3
- End of Course Biology
- 85% of K-8 students in Math and ELA will demonstrate growth from beginning of year benchmarks to end of year benchmarks
- 70% of third grade students will meet their Read to Achieve Grade 3 Benchmark as measured by the State Board of Education.
- HS Students will demonstrate post-secondary readiness through growth as measured by the ACT and Workkeys exams. 80% of students will meet or exceed NC DPI's benchmark score.
- Students will demonstrate a 4-year 80% graduation rate and a 5-year 90% graduation rate.

H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.

- Leader in Me curriculum blocks are evident in the daily and weekly instructional schedules.
- Leader in Me paradigms are evident throughout the school with common language in both written and spoken communication.
- Staff training in the Leader in Me paradigms are embedded throughout each school year as evidenced in professional development training and learning communities.

H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.



- H.Y.P.E. Leadership Academy Pathways are visible throughout the program including course offerings, graduation requirements, documented in student transcripts, and in information shared about the school.
- H.Y.P.E. Leadership Academy Pathways provide engagement for students in project based learning aligned to community service projects and/or programs as evidenced by community partnerships in all 3 pathways.
- H.Y.P.E. Leadership Academy will utilize the techniques from Teach Like a Champion to create a learning environment focused on engaged academics - behavior and culture developed through common language, shared understanding as evidenced in professional development, learning communities and visible in classroom observations.

Student performance standards are paramount to the growth, development, and success of H.Y.P.E. Leadership Academy. In addition to the mission specific performance standards summary above, attached is a 5 year timeline of academic performance standards, as well as further detail of the performance standards aligned to the vision and mission of the school.

Applicant Evidence :

	
H.Y.P.E. Timeline for ...	HYPE Mission Specifi...

Uploaded on **4/27/2023** by **Angela Gilbert** Uploaded on **4/27/2023** by **Angela Gilbert**

Q130.Explain the use of any evaluation tool or assessment that the proposed charter school will use in addition to any state or federally mandated tests. Describe how this data will be used to drive instruction and improve the curriculum over time for the benefit of students.



Measuring student learning to make informed decisions about student instruction is a key component to H.Y.P.E Leadership Academy's student achievement process. H.Y.P.E. implements a balanced assessment system using multiple measures to ensure accurate data is considered in driving student achievement. The assessment system includes processes in administering and using results from summative, formative, and interim assessments in the form of individual student growth testing and curriculum benchmark testing.

Summative Assessments, including BOG and EOG and ACT once high school is added, are administered to determine overall student achievement of standards and benchmarks for the classroom, school, and district. MAP (NWEA) or iReady testing is used in both summative and formative ways. This section refers to the summation of learning that is assessed at the beginning, middle and end of each school year. The information obtained from this assessment measures student growth as well as the level of achievement. Accordingly, students, teachers, and the school program will be evaluated yearly by these performance measures. Formative classroom assessments such as DRA, AMIRA, and classroom instructional assessments provided through HMH and aligned to the HMH Anywhere Curriculum are performed before, during, and/or at the end of teaching to determine instructional direction at individual student and class levels. H.Y.P.E. common assessments are administered on a designated schedule determined by pacing guides to assess student progress toward mastery of grade level teaching standards, which meet or exceed the North Carolina Standard Course of Study (NCSCOS). The data collected informs teachers what standards will need to be retaught and where strengths and weaknesses are in the classroom. Administratively, this data lends to where strengths and weaknesses are in the district and where coaching and support is necessary for teachers. Additionally, NWEA MAP/iReady assessments are used for multiple measurements. Growth performance is one measure utilized. Students take the assessments 3 times each year. Individual growth targets are determined for each student and progress is measured at the next testing session. Teachers are responsible for achieving at minimum 1 year worth of growth for all students and catch-up growth for students performing below grade level expectations. For students with special circumstances such as students with disabilities, Section 504, English Language learners, or other unique situations, additional guidelines and practices may be necessary to ensure participation in a fair and appropriate manner in compliance with a free and appropriate education.

The Assessment program at H.Y.P.E Leadership Academy, both external and internal, are aligned to our educational goals and consistent with the DPI, for monitoring the achievement of H.Y.P.E's educational goals including meeting the Common Core State Standards. The data collected from all portions of the assessment program help to ensure the students are reaching their full potential and being provided the highest quality of education as set forth in the H.Y.P.E Leadership Academy mission.

Additionally, program and service development staff members including program coordinators,



teachers, administrators, and the Superintendent meet to determine needs of students and research the best practices in meeting the needs of students through support staff, resources, strategies, program design, and training. H.Y.P.E. district level Data Meetings are conducted 3 times each year to discuss data results and success of all the programs including restricted fund programs. They include, but aren't limited to program coordinators, administration, and NC Educational Solutions education department. During meetings, strategies are shared, use of funds for programs, and effectiveness of the programs based on student data and teacher evaluations are all considered. If the program is successful it is determined to be continued. If the program is not successful the team is tasked with research, redesign, and redevelopment following the procedures above to include in the school improvement process.

In summary, H.Y.P.E. Leadership Academy will be using summative and formative assessments, in addition to state and federally mandated tests, to drive instruction at the individual student, classroom, grade, and school level. The data will be reviewed and analyzed as a roadmap to improving instruction and curriculum overtime for the benefit of H.Y.P.E. Leadership Academy students.

Q131.Explain the policies and standards for promoting students, including students with special needs, from one grade level to the next. Discuss how and when promotion criteria will be communicated to parents and students.



H.Y.P.E. Leadership Academy has policies and standards for promoting students, including students with special needs, from one grade level to the next. The procedure below is followed and includes how and when promotion criteria will be communicated to parents and students.

H.Y.P.E. Leadership Academy recognizes that the personal, social, physical, and educational growth of children will vary and that students should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It is the policy of H.Y.P.E. that each student shall be moved forward in a continuous pattern of achievement and growth that is in harmony with his or her own development. Such a pattern should coincide with the system of grade levels established by the Board of Directors and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when s/he has:

1. Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade;
2. In the opinion of the professional staff, achieved the instructional objectives set for the present grade.
3. Demonstrated sufficient proficiency to permit him or her to move ahead in the educational program of the next grade.

However, in addition to these considered factors each year, a student who by the conclusion of the 2nd, 3rd and 8th grade, has not scored within the designated grade level range on a nationally norm-referenced assessment may be retained and required to repeat their current grade level in order to develop the skills necessary to succeed at the next grade level. The School Director or designee approves the final determination of promotion and retention. In addition, the following factors are considered when making a decision for retention by the professional staff in the student's academic and social livelihood:

Student performance based on

1. Report cards
2. Academic records
3. Assessments of student learning
4. Discipline record
5. Attendance record
6. Maturity and social level
7. Age of the student
8. Reading Level

The School Director, however, reserves the right to retain a student in the same grade when in his/her judgment, despite the objection of a parent, and in a combination of the above-listed



factors, strongly suggests that a student needs to have another year of growth in order to be successful at the next grade level.

H.Y.P.E. will communicate the retention policy with families at the start of each school year during open house back-to-school activities, and a retention warning letter will be provided to parents/guardians during parent-teacher conferences if a student is at risk of receiving a retention recommendation.

If a student is recommended for retention at the conclusion of the school year, a meeting will be scheduled by the School Director which should include all relevant stakeholders including teachers, parents/guardians, the School Director or designated administrator, MTSS representative (as relevant to the student), EC representative (as relevant to the student), the school counselor, and any other paraprofessionals who work with the student in an educational/developmental capacity throughout the school year.

Q132. Provide the public charter school's exit standards for graduating ALL students. These standards should set forth what students in the last grade served will know and be able to do. Be sure to include plans for students at risk of dropping out.



The curriculum at H.Y.P.E. Leadership Academy will align with the mission of empowering students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership by following the constructivist learning theory approach, because it emphasizes collaborative and self-directed learning while being supported by instructor facilitation. By incorporating the Leader In Me model in conjunction with aligning all instruction with the North Carolina Standard Course of Study, students at H.Y.P.E. Leadership Academy are encouraged to design, complete, and assess their own projects which are based on current and relevant problems perceived by the students. The leadership-infused curriculum prompts students to collaborate with peers and engage in projects that offer authentic, hands-on experiences. Leadership and Life Skills that are integrated from the Leader In Me curriculum into the core curriculum include: 1) leadership, 2) responsibility, 3) accountability, 4) problem-solving, 5) adaptability, 6) communication, 7) initiative and self direction, 8) creativity, 9) cross-cultural skills and 10) teamwork.

H.Y.P.E. Leadership Academy's exit standards will meet the needs of the targeted student population by aligning the curriculum with the North Carolina Standard Course of Study, exceeding the North Carolina Department of Public Instruction's graduation requirements, and offering K-12 courses that align with the surrounding counties (Cumberland County, Hoke County, and DoDOE's course offerings) course offerings. H.Y.P.E. Leadership Academy students will be required to meet all NCDPI graduation requirements with additional requirements in leadership coursework in their chosen pathway. The last grade level, 12th grade, will have completed their NCDPI requirements plus additional leadership requirements. Students at the high school will take all 4 English requirements (English I, English II, English 3, English IV), all 4 Math requirements (NCMath 1, NCMath 2, NCMath 3, a 4th Math), all 3 science requirements (Earth Science, Biology, and a Physical Science), all 4 Social Studies requirements (World History, American History, Founding Principles of the U.S., Economics and Personal Finance), a Health and Physical Education credit. In addition, all high school students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive World Languages, 4 Leader in Me Electives (1 per year). Lastly, all H.Y.P.E. Leadership Academy high school students will be required to complete 50 volunteer hours per year and complete 4 electives from their selected pathway.

- The Entrepreneurial Pathway will include courses in accounting, business essentials, business law, business management, entrepreneurship, financial planning, world Languages, Current Affairs, leadership development, career management CTE Internship will be offered. H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings.
- The Health and Wellness Pathway will include courses such as fundamentals of athletic training, health education/PE, PE Pupil instructors, World Languages, leadership development, career management. Specific courses may include biotechnology, health Science, nursing, pharmacy, and health and fitness sciences. H.Y.P.E. Leadership Academy will supplement student choice through North Carolina Virtual Public School Offerings as necessary.



- The College Prep pathway will include AP Coursework in core classes, Yearbook, Journalism, World Languages, leadership development, Art Electives (general music, music appreciation, band beginning, band intermediate, band proficient, band advanced, visual arts, art appreciation, Art 1, studio art, dance, beginning, dance intermediate). H.Y.P.E. Leadership Academy can supplement student choice through North Carolina Virtual Public School Offerings

The leadership team at H.Y.P.E. Leadership Academy agrees with the NCDPI statement that graduating from high school is a strong predictor of adult success and a limiter of becoming involved with the criminal justice system. Nationwide, the dropout rate has increased since the beginning of the pandemic, with the national rate at 6%. Key strategies for managing the dropout rate at H.Y.P.E. Leadership Academy will be monitoring and immediately addressing chronic absenteeism, monitoring the Home Base program in PowerSchool for at risk indicators/students and allowing administrators, support staff, and teachers to take proactive measures and help students become accountable for their own actions, providing small group and 1:1 advisement sessions with MTSS specialists to create goals for behaviors, attendance, and/or grades that are monitored over time.

To address chronic absenteeism, the school's counselor will monitor absentee data daily, and send out letters to families on days 3, 6, and 10. Conferences will be set up with administration, the school counselor and families of chronic absentee students. Multi-Tiered System of Support is a multi-tiered framework that promotes school improvement through engaging, research-based academic and behavioral practices that uses data and a problem solving matrix to maximize growth for all students. MTSS specialists, along with the classroom teachers, will use a tiered system to monitor and address individual and small group student needs. Tier I interventions will occur in the classroom as whole-class direct and indirect instruction, using HMH anywhere curriculum. Students will receive their core instruction in the classrooms. Electives in business applications, sports/athletic subjects, and college prep areas will be offered daily. All students will receive direct instruction in leadership through the Leader in Me program during their Leader in Me Block classes weekly, as well as receive opportunities for a differentiated setting for working on their projects.


Focusing on developing future global leaders, a focus will be on decision-making, problem-solving, financial literacy, and communication skills across all disciplines utilizing the paradigms in the Leader in Me program. Tier II interventions will occur in the classroom as small-group instruction, using HMH Anywhere curriculum and supplemental resources as appropriate. MTSS, AIG, EC, and ELL specialists will push in or pull students out during this time for differentiated instruction based on the students' needs. Tier II Interventions may also include behavior or attendance monitoring. For these interventions, an MTSS specialist and the student will meet for goal-setting and weekly monitoring of their progress towards their goals. Tier III interventions will occur in separate learning environments as pull-outs by MTSS, AIG, EC, and ELL specialists. Pull-out sessions for students will occur during the small group instruction in the classrooms, and extended sessions will occur during non-tested subject small group instruction. Tier III interventions may also include behavior or



attendance monitoring. For these interventions, an MTSS specialist and the student will have 1:1 meetings as often as necessary to work towards attendance and behavior goals.

In summary, the systems and structures H.Y.P.E. Leadership Academy will implement to support students at risk of dropping out and/or not meeting the proposed graduation requirements to successful completion include a multitiered system of support. From staff members to program structures and direct teaching of leadership paradigms found embedded in the pillars of our school; respect, responsibility, resourcefulness, and resilience, we will strive to empower students to persevere through obstacles and become leaders in their education and their life beyond. All North Carolina public high school students must meet minimum state requirements to earn a diploma and graduate. The North Carolina Department of Public Instruction requires at least 22 credits in the Future-Ready Course of Study to graduate from high school. Students graduating from H.Y.P.E. Leadership Academy will complete a minimum of 26 credits upon completion of their High School Pathway. The H.Y.P.E. Leadership Academy graduation requirements ensure that a student is prepared for a life as a global leader in either Entrepreneurship, Health and Wellness, College-Ready skills, or whatever pathway they choose after they graduate. In addition to the English, Math, Science, Social Studies, and Health and Physical Education credits that are in the Future Ready Course of Study, students at H.Y.P.E. Leadership Academy will be required to take 2 consecutive world languages, 4 Electives in the Leader in Me pathway, and then have opportunities to take at least 4 electives in a variety of areas that meet their pathway needs. Students at H.Y.P.E. Leadership Academy will be required to participate in 50 volunteer hours per year. This means that as 12th grade students, exit standards consist of meeting the requirements of NCDPI graduation and the additional graduation requirements set forth for students graduation from H.Y.P.E. Leadership Academy thus prepared with future core knowledge, as well as having a foundation to move forward into post-secondary career workforce in entrepreneurship, health and wellness, or into a college course of study.

Applicant Evidence :


H.Y.P.E. Graduation ...

Uploaded on **4/28/2023**
by **Angela Gilbert**

9.5. School Culture and Discipline

Q133. Describe the culture or ethos of the proposed school. Explain how it will promote a



positive academic environment and reinforce student intellectual and social development.

H.Y.P.E. Leadership Academy will develop a framework of common language for students, staff, and stakeholders built upon a foundation of Teach Like a Champion (TLaC) and The Leader in Me. Before the start of the school year, staff will receive professional development training in TLaC and The Leader in Me and will build the language of both programs into the design of their classrooms and learning activities. These concepts will also be present throughout the school in order to reinforce this common language for the entire school community and ensure that it is integrated fully into the culture of H.Y.P.E. During the first 10 days of school, the emphasis on classroom and school-wide activities will be centered on teaching, promoting, and practicing the ethos of the school as students learn about the application of TLaC and The Leader in Me relative to their grade level. Throughout the school year teachers will come together during monthly professional development opportunities to design and plan the student's LiM projects, working within grade bands and within subject-specific groupings. The Leader in Me paradigm seeks to create Highly Effective staff, faculty, and students. We achieve this by developing 7 Habits; 1. Be Proactive, 2. Begin with the End in Mind, 3. Put First Things First, 4. Think Win/Win, 5. Seek First to Understand Then to be Understood, 6. Synergize, and 7. Sharpen the Saw. Instilling these 7 Habits will create a Highly Effective Habitat or Culture which will transfer throughout the program into academic, leadership, and extracurricular activities that students will engage in.

In addition to the common language built around TLaC and the Leader in Me, staff and students will be learning about the 4 pillars upon which H.Y.P.E. and servant leadership are built. The 4 pillars of Responsibility, Respect, Resourcefulness, and Resilience will be visibly present throughout the school building and each classroom, and will also be intrinsically linked to the academic, leadership, and extracurricular activities that staff and students engage in.

In summary, the culture or ethos at H.Y.P.E. Leadership Academy will promote a positive academic environment through the development of the Leader in Me highly effective habits. Those habits will not only be a common language used to interact between staff and students but instilled in the work ethic to reinforce student intellectual and social development.

Q134. Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for acculturating students who enter the school mid-year.



The culture building for H.Y.P.E. Leadership Academy has already begun. It started with the development of the charter plan and the deep-rooted tenets of the school at the inception of the Board of Directors. As surveys, partnerships, community meetings, and discussions are happening, at the center is the vision and mission of H.Y.P.E. Leadership Academy.

The next phase in the development of the culture is the recruitment of staff and families. Throughout the recruitment process, the Board of Directors and school leadership will be communicating the vision and mission of the school focused on building leadership and utilizing the common language of the Leader in Me habits of highly effective people. The goal is to recruit both staff and families that are aligned to carrying out the mission and vision of the school.

Moving forward, the staff will be trained to begin with the on boarding process prior to the first day of students. The yearly Academic calendar for H.Y.P.E. Leadership Academy begins August 12 for mandatory professional development days for new staff. This will allow the leadership team to share the school culture, begin training with the Leader In Me and Teach Like a Champion models, and delve deeper into the integration of that common language with expected instructional strategies and modes of instruction. Additional training will reflect the development of utilizing the common language with regard to addressing student behavior and opportunities to make the common language visible throughout the classroom and the school.

During student and family orientations, these visuals and guiding practices will be shared. During the first days of school, systems, and routines will be taught that incorporate the common language and “what to do directions” for example. Clear expectations with appropriate behaviors and responses will be modeled and practiced. Those systems, routines, and behaviors will expand beyond the classroom to common areas and shared times. Attached is an example of a behavior matrix providing clear expectations aligned to the Leader in Me habits. Throughout the year, additional coaching, training, and support will be provided with resources such as this matrix. Leadership projects will begin, and reflection will take place each year to grow and strengthen the tenets of the school.

The Leader in Me program is at the core, developing leaders. Through the process, they have encouraged schools to utilize lighthouse teams. The lighthouse team of students and of staff are leaders within the school. These teams will be utilized to support the acculturation of new students and staff. The H.Y.P.E. lighthouse teams will be assigned to on boarding new students and new staff members by sharing with them the “H.Y.P.E. Leadership way” and being a support system for them.

In following years, returning staff will begin on or around August 15-23 to join the new staff, where they will work as a community to build our leadership culture, design the student return to school week with a common language and theme, decorate classrooms, review the year’s instructional strategies, sign up for our community and lighthouse teams, review the school calendar and Leadership Day, begin setting up community events, and design their makers' space for their



Leader In Me project blocks. Students begin school on August 28th and will take the first week to learn school culture, receive their information/resources for the Leader In Me model, begin hearing and using our common language, and practice the school routines. This first month of teacher and student training is key to establishing the school culture of leadership for our school-wide team, the goals of a culture of leadership, academic excellence, career pathways, and a community of committed students and staff. Each month has a continuous School Improvement/Workday built into the school calendar to continue with professional development training in our problem-based learning projects, The Leader In Me model, Teach Like a Champion techniques Professional Learning Community meetings will take place weekly and LiM, TLaC, and culture will be topics of discussion. In October and March, the school will conduct student-led conferences, where students present their portfolios and projects, and self-analyze their classroom grades for their parents with teachers as facilitators, growing their leadership and expanding on our culture. In this way, students learn to be advocates and take accountability for their own learning. In March the school will participate in a Leadership Day that aligns with the Leader in Me conference dates.

In summary, H.Y.P.E. Leadership Academy has already begun to create and build the culture of leadership founded in the 7 Habits of Highly Effective People. The growth and implementation of the culture will continue as the charter is awarded and be continuous from this point forward with very clear and specific use of common language and paradigms that will be modeled between students and staff alike from the very first day they choose to be a part of the H.Y.P.E. Leadership Academy family. Whether students or staff begin at the start of the year or mid-way through the year, they will be supported with resources, common language, and visuals to support their successful acculturation.

Applicant Evidence :


H.Y.P.E. Sample Scho...

Uploaded on **4/27/2023**
by **Angela Gilbert**

Q135. Provide a brief narrative that delineates how student conduct will be governed at the proposed charter school and how this plan aligns with the overall mission and proposed Education Plan of the charter school. Be sure to include:

- 1. Practices the school will use to promote effective discipline.**
- 2. A preliminary list and definitions of the offenses which may result in suspension or expulsion of students.**
- 3. An explanation of how the school will take into account the rights of students with**



disabilities in regard to these actions that may or must lead to suspension and expulsion.

4. Policies and procedures disseminating due process rights, including grievance procedures, for when a student is suspended or expelled.



Student conduct at H.Y.P.E. Leadership Academy will be governed through a lens of developing leaders of self and others, leading to the attainment of our mission. H.Y.P.E. Leadership Academy recognizes that along the journey of this realization there will be missteps. As educators, it is the responsibility to teach students positive replacement behavior through clear expectations and restorative opportunities. Clear expectations are outlined in the draft student handbook and provide direction for success in promoting effective discipline. Below are the draft general guidelines of school discipline at H.Y.P.E. Leadership Academy. Additionally, a preliminary list and definitions of offenses, which may result in suspension or expulsion of students, as well as rights of students with disabilities with regard to disciplinary action, due process rights and grievance procedures are outlined in the code of conduct and attached.

GENERAL PURPOSE OF SCHOOL DISCIPLINE

School discipline has two main goals: (1) ensure the safety of staff and students, and (2) create an environment conducive to learning. Serious student misconduct involving violent or criminal behavior defeats these goals and often makes headlines in the process. However, the most common discipline problems involve non-criminal student behavior.

These less dramatic problems may not threaten personal safety, but they still negatively affect the learning environment. Disruptions interrupt lessons for all students, and disruptive students lose even more learning time. It is important to keep the ultimate goal in mind while working to improve school discipline. As education researcher Daniel Duke (1989) points out, "the goal of good behavior is necessary, but not sufficient to ensure academic growth." **Effective school discipline strategies seek to encourage responsible behavior and to provide all students with a satisfying school experience as well as to discourage misconduct.**

Research tells us that children are "hardwired" from birth to connect with others, and that children who feel a sense of connection to their community, family, and school are less likely to misbehave. To be successful, contributing members of their community, children must learn necessary social and life skills. Positive discipline is based on the understanding that discipline must be taught and that discipline teaches.

At H.Y.P.E. Leadership Academy our paradigm remains that first we must become leaders of self and in turn we will become leaders of others. This is true in the development of behavior, choices and the true nature of teaching through discipline.

The tools and concepts of positive discipline in conjunction with the 7 Habits of Highly Effective People include:

Mutual respect. Adults model firmness by respecting themselves and the needs of the situation, and kindness by respecting the needs of the child.



Identifying the belief behind the behavior. Effective discipline recognizes the reasons kids do what they do and works to change those beliefs, rather than merely attempting to change behavior.

Effective communication and problem solving skills.

Discipline that teaches (and is neither permissive nor punitive).

Focusing on solutions instead of punishment.

Encouragement (instead of praise). Encouragement notices effort and improvement, not just success, and builds long-term self-esteem and empowerment.

STUDENT RESPONSIBILITIES

Each student has the responsibility to:

- Respect the inherent human dignity and worth of every individual.
- Be informed of and adhere to all rules and regulations established by H.Y.P.E. and implemented by school administrators, teachers, and support staff for the welfare and safety of all students.
- Study diligently and strive to reach the highest possible level of academic achievement.
- Be punctual to school and classes.
- Refrain from slanderous remarks and obscenity in verbal and written expression.
- Dress and present oneself in a manner that meets the standards of health, cleanliness, safety, and the H.Y.P.E. Dress Code.
- Help maintain and improve H.Y.P.E. Leadership Academy's school environment, preserve school property and exercise the utmost care while using school equipment and facilities.
- Conduct oneself in an appropriate manner while in attendance at all school sponsored and/or related events.
- Continue to be, or strive to become more actively involved in one's education and personal growth ultimately becoming leaders of self and others.

SCHOOL WIDE RULES:

H.Y.P.E.'s ultimate goal is to produce students who are respectful, responsible, and resourceful to lead to positive leaders of self and others.

Respectful students are polite and use manners. They use appropriate language and appropriate voice levels when talking in the building and to others. They listen to and follow the direction of authority figures. They walk in the building. They keep their hands, feet, and objects to themselves. They keep a comfortable distance away from other peoples' personal space. They allow the teacher to teach and minimize disruptions to the learning environment. They use safe measures and decision making when dealing with themselves, other students, staff, parents, and the school. They



utilize good communication skills when dealing with others including listening and responding appropriately to concerns.

Responsible students make decisions to follow rules appropriately. They behave in a safe way for themselves and others. They care about the cleanliness of their school environment and take pride in helping to keep it clean. They make sure they are in proper uniform when they leave for school in the morning and remain in proper uniform throughout the school day. They make sure they have all they need for the day including finished homework, signed papers, and a lunch and are prepared to learn. When a choice or decision has the potential for negative consequences, responsible students admit wrongdoing and are accountable for their actions.

Resourceful students are able to problem solve. They utilize people, places, and things to find answers to problems that they are having. They seek the appropriate help when they need it including adults that are on staff and the closest to get to. They help others when they can by getting an appropriate adult, or informing an appropriate adult if another student or person needs help. They try to use conflict resolution strategies to solve student to student issues appropriately and when that doesn't work they seek help from an appropriate adult. If they are in immediate danger they use good decisions to get out of it as soon as possible and then inform the nearest appropriate adult.

Specific School Rules:

1) Be prepared to learn:

Including: being on time, bringing all necessary school materials (including completed homework), not disrupting the learning environment, and taking care of other business outside of the classroom.

2) Follow the direction of the teacher or staff members in charge:

Including: teacher directives, classroom and school rules, requests to sit down or in a specific seat, requests to take notes, read, or any academic tasks or behavioral tasks, etc.

3) Be respectful:

Including: using your manners, cleaning up after yourself, being nice and cooperative to the teacher, other staff, other students, guests, and self, using appropriate language at all times throughout the school, talking in an appropriate tone and level when speaking with authority, students, and guests within the building and classrooms, keeping hands, feet, and objects to self, keeping an appropriate distance from the personal space of others, and taking appropriate care of the school facility, furniture, grounds, and materials.

4) Be safe:



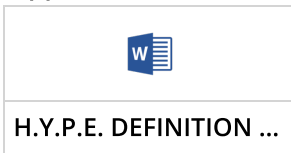
Including: walking at all times both in the school and outside, upon dismissal and at arrival, keeping hands, feet, and objects to yourself, do not spit or bite others, keeping an appropriate distance from others, and keeping toy weapons at home – (guns, knives, handcuffs, etc. are NOT PERMITTED)

CLASSROOM RULES:

Each educator has the opportunity to make reasonable and appropriate additions and/or amendments to H.Y.P.E. Rules within the confines of their classroom. This is in order to make the learning environment safe, orderly, age appropriate and to establish leadership and ownership over their own collective space.

See attachment for the definition of disciplinary actions.

Applicant Evidence :



Uploaded on **4/28/2023**
by **Angela Gilbert**

9.6. Certify

Q136. **This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- Yes
- No

Q137. **Explanation (optional):**



10. Governance and Capacity

10.1. School Governing Body

Q138. **Organization Street Address (if you have one)**

- **On the Organization Information page, you already provided the mailing address.**

0 Fayetteville Rd

Raeford, NC 28376


10.2. Governance

The private nonprofit corporation or municipality is the legal entity that has responsibility for all aspects of the proposed charter school. Its members should reflect the ability to operate a charter school from both business and education perspectives.


Q139. **Using the attached resource as a template, please complete the table depicting the initial members of the nonprofit organization.**

Upload Required File Type: excel Max File Size: 30 Total Files Count: 3

Resources


Initial Members of t...

Applicant Evidence :


HYPE - Initial Membe...

Uploaded on **4/26/2023**
by **Joe Salisbury**

Q140. **Describe the governance structure of the proposed charter school, including the**



governing board's functions, primary duties, roles, and responsibilities as it relates to overseeing the charter school. Include how the board will recruit, hire, and supervise the lead administrator.

The primary function of the Board of H.Y.P.E. Leadership Academy (H.Y.P.E.) will be to decide matters related to the operation of the school, including budgeting, curriculum, and operating procedures. The Board has been established in a conventional method with non-compensated members and directors and shall operate in accordance with their approved bylaws. The Board will retain all authority for decision-making pertaining to policy, procedure, curriculum, and other operating, instructional, and non-instructional matters with professional education and management services being provided to them by NC Educational Solutions (NCES), an Education Management Organization ("CMO"). Although the Board has entered into a CMO agreement, the authority to supervise and control the business and operations of the School remains with the Board, which is invested with all powers necessary or desirable for carrying out the educational leadership program. As stated in the CMO agreement with NCES, the Board contracts with NCES for the provision of all management labor and supervision necessary for the provision of educational services to students, and the management, operation, and maintenance of the School in accordance with the charter, SBE policy, Federal and State laws, and regulations.

The Board knows the boundary between governance and operations. The Board will work closely with NCES and the School Director in determining best practices. The School Director will be an employee of the CMO with approval by the Board after a careful review of the candidate's qualifications, goals, track record, and integrity. The individual board members and NCES will be responsible for recruiting the school director and recommending a qualified candidate to the full Board. The School Director will be subject to an employment agreement with guiding expectations, authority, and responsibility pertaining to relationships with the Board and their state. The school director will report to NCES daily. Should the board have any concerns about the School Director, they will inform NCES and NCES will take the appropriate actions to remedy the Board's concern. The School Director will be evaluated annually by the CMO as well as the board. The evaluation will include a quantitative and qualitative analysis of academic, financial, and operational performance.

Q141. Describe the size, current and desired composition, powers, and duties of the governing board.



The H.Y.P.E. Leadership Academy Board supports a governance philosophy where the board makes the board policies based on school obligations, mission, and S.M.A.R.T. goals, and where the board has an advisory role, focusing on productivity and results. We strive to have each board member bring value to the school through active participation and sustain cooperation and harmony between management and the board. Lastly, we recognize that the success of our school lies in part in our ability to govern with commitment and skill. The Board shall develop the standards and criteria by which they will evaluate themselves. In developing the standards and criteria, the board is to agree on what performance standards and criteria are important to ensure that the school is doing the right things in the most efficient manner possible.

The Board process will center on the opportunity to engage in a constructive dialogue about making H.Y.P.E. Leadership Academy's future better. The Board will focus its duties and responsibilities as follows:

1. Conduct of board meetings, how we work together as a group as well as what we want to accomplish as a group
2. Board Adherence to policies and bylaws
3. Board Member Preparation and training
4. Long-range (5+ years) planning
5. Board time spent on educational and student achievement issues
6. Board Member communications

In addition, the board will annually evaluate its progress toward meeting its organizational and performance goals each June. The board will also make necessary changes to the budget at the budget hearing each June.

Size (5-7)

The board's size shall be between 5 and 7 members. The goal is to have a variety of skill sets on the board, composed of Business, Education, Leadership, Finance, Science, and Military Community. Other considerations will be Legal and Parent. The board will be contracting with legal counsel, so it was not a priority over the parent option. This structure will help to balance all the facets required to implement school success. Charter schools need strong educational expertise to employ innovation and excellence as well as sound expertise in business and financial practices because charters are in fact businesses. In addition to that framework, H.Y.P.E. Leadership Academy will be providing a focus on DEVELOPING LEADERS, which will have a board member that's fluent in the subject matter. Also, because there is a strong military community presence in Hoke County and the surrounding areas, we want to ensure that the school is connected in that area, as well. The key is that all board



members are passionate and committed to the mission and goals of the school and want to share their expertise to make it a success. The board will evaluate the success of the school and the school director based on the progress toward the mission-specific goals and the benchmarks set forth for the school. The board will participate in strategic planning to ensure that the goals remain updated and relevant to the mission of the school. The board will ensure that there is an active representation of all desired stakeholders, including parents. If there is not a direct parent or military representative on the board, the board will seek out those members to serve in some capacity, even on board committees. Sub-committees will be created to ensure the school is maximizing its planning and goal-setting for the future of the school.

Q142. Describe the founding board's individual and collective qualifications for implementing the school design successfully, including capacity in such areas as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent/community engagement.



The H.Y.P.E. Leadership Academy Board of Directors is composed of leaders in educational, civic, business, and military careers whose experiences and training align with the mission of the school to identify and develop the leadership potential of students.

The H.Y.P.E. Board of Directors includes two senior military officers, one retired and one still on active duty; an adjunct professor at Fayetteville State University who is also a non-profit director; an assistant professor in Business and Economics at Fayetteville State University; a practicing lawyer and CEO of the local Habitat for Humanity; a certified public accountant with vast experience serving on and leading non-profit boards, including currently serving on the East Carolina University Board of Directors; and an Educational Coach at The Capitol Encore Academy with multiple certifications.

Alberta Lampkins, who is the president, is a non-profit director for Fayetteville-Raeford Cares, as well as an Adjunct Professor at Fayetteville State University in the Sociology department. Alberta has years of parent/community engagement through her teaching and her non-profit, which is a mentoring program in the area for underprivileged youths.

Dr. Rodney McCrowre, who is the vice president, is an assistant professor in Business and Economics at Fayetteville State University. Currently, he serves on the Institute for Community Leadership Board and has ties to local and state officials.

Robert "Jason" Poole, who is the treasurer, is a certified public accountant with vast experience serving on and leading non-profit boards, including currently serving on the East Carolina University Board of Directors. Jason's expertise as a CPA will allow the school to stay on budget while navigating tax laws. Jason was also on the initial board for The Capitol Encore Academy, another charter school located in North Carolina, and is familiar with the charter school process.

Bradford Gaddy, who is the secretary, is a retired senior military officer who also worked in data analysis. He has built a strong relationship with the local community.

Brandon Price, who is a member, is the current CEO of the Fayetteville Habitat for Humanity and an attorney by trade. He currently holds a law license in Alabama and North Carolina and has worked hard on community efforts. He is also able to navigate school and federal law as a practicing attorney and, as the CEO of HfH, he is able to navigate non-profit management for the school.

Michael Burns, who is a member, is a senior military officer who is tasked with public affairs, relations, and outreach for the US Army on Fort Bragg. His job requires knowledge of all families and personnel on Fort Bragg and in the surrounding areas. He has also served in an Officer role through leadership for the past 20 years, often leading young soldiers.

Finally, Dr. Kendra Whitney, who is a non-voting member, is currently an educational coach for The Capitol Encore Academy and helped develop the curriculum and education plan for H.Y.P.E. Leadership Academy. Dr. Whitney holds a Teaching Licensure, an AP Certification, an IBO



Certification, and an AGT Certification. She has worked in schools for the better part of 25 years and has helped develop and implement curricula in multiple charter schools across multiple states.

These leaders in their fields will help to govern the implementation of our leadership education programming while providing guidance through experience that can support the growth and development of students, staff, and other stakeholders.



Q143. Explain how this governance structure and composition will help ensure that

- 1. The school will be an educational and operational success;**
- 2. The board will evaluate the success of the school and school leader; and**
- 3. There will be active and effective representation of key stakeholders, including parents.**

The H.Y.P.E. Leadership Academy Board of Directors recognizes and understands that as a governing board, their functions, duties, roles, and responsibilities are to oversee the charter school and its mission and will fulfill as such. The Board of Directions has developed a guiding vision, mission, and mission specific goals. In partnership with the CMO, NC Educational Solutions, referred to as NCES, the Board will work to meet the mission specific goals. NCES will work with school leadership, the staff, students, families, and community to carry out the mission and will report on progress toward the performance indicators. The H.Y.P.E. Board of Directors, as described above in Q142, will help to ensure that the board has the knowledge and skills to perform their duties effectively in ensuring the success and growth of the school.

The Board of Directors shall develop the standards and criteria by which they will evaluate themselves. In developing the standards and criteria, the board is to be in agreement on what performance standards and criteria are important to ensure that the school is doing the right things in the most efficient and effective manner possible.

The Board process will center on the opportunity to engage in a constructive dialog about making the future better. The Board will focus its duties and responsibilities as follows:

- Conduct of board meetings, how we work together as a group as well as what we accomplish as a group
- Board adherence to policies and bylaws
- Board member preparation
- Long-range planning and monitoring
- Board time spent on educational and student achievement issues
- Board member communication

In addition, the board will annually evaluate its progress toward meeting its organizational and performance goals.

Q144. Explain the procedure by which the founding board members have been recruited and selected. If a position is vacant, how and on what timeline will new members be recruited and added to the board?



According to the National Charter School Resource Center, "effective board governance does not come without first finding people who are willing and able to serve. As the number of charter schools has grown, so has the need for people to serve on boards." It will be essential for recruiting to be intentional and focused, not just on those willing to serve, but also on those who have a passion for quality educational choice as well as a specific skill set that will contribute to the overall health of the board and ultimately, the school. The recruitment of board members for H.Y.P.E. Leadership Academy has been deliberate to ensure a well-rounded group, representative of many different perspectives and skills. The skill sets range from extensive education experience to business and finance, and then other important areas.

When filling a board vacancy, the founding team believes that it is necessary to seek specific, targeted recommendations from a wide variety of sources. Upon receiving recommendations, all potential board members must go through an appropriate vetting process to educate them on the responsibilities of board members and to see if they will be a good fit for them. It is the goal of the board to leave no vacancy unfilled for longer than six months.

Q145. Describe the group's ties to and/or knowledge of the target community.

As stated above in Q142, multiple members of H.Y.P.E.'s board have direct ties to the community. First, Alberta Lamkins, a Hoke County resident, is the director of Fayetteville-Raeford Cares. From their website: "The National CARES Mentoring Movement is a pioneering, community-mobilization initiative that directly addresses the life-shredding effects of intergenerational Black poverty and lays a blueprint for community recovery. Anchored by a 58 U.S-city affiliate network, we are the nation's recognized leader in the recruitment, training, and engagement of African American mentors, and the only organization in the U.S. providing holistic programming on a national scale to advance Black children, growing up in poverty. Fayetteville-Raeford CARES Mentoring Movement is an affiliate of National CARES and has been serving the region since early 2019." Next, Brandon Price, also a Hoke County resident, is the CEO of Habitat for Humanity, which has communities they're working on through Cumberland, Hoke, Sampson, and Robeson Counties. Through partnerships and home building, Mr. Price has created a network of individuals that span the area.

Q146. Outline the strategic board calendar detailing how often the board will meet according to the bylaws established.

The board will meet a minimum of 10 times per year, with the expectation that they meet 12 times per year, or once per month. Each June they will vote on the following year's board meeting dates and times and will also have a budget hearing meeting to finalize budget revisions as well as approve the budget for the following year. This will also constitute their annual organization meeting as a board.



Q147. What kinds of orientation or training will new board members receive, and what kinds of ongoing professional development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

The Board's role is to govern and in doing so they make decisions about policies, finances, operations, and academics and as such need to understand the legal and human impact of those decisions. All board members, whether experienced or not, need to be up to date on laws and educational practices that impact schools, as well as those crucial elements to the achievement of the H.Y.P.E. Leadership Academy mission. The following is a draft calendar of trainings:

Annual Training

- Fall and Spring Legal Policy Updates: NCSI
- Critical Topics in Schools: TBD
- School Safety: TBD
- Others as needed whether individually or as a group: TBD
- Optional Office of Charter Schools Board training: TBD

On-Boarding

- Governance - Roles of School Board Members: NCSI
- Finance - Understanding Financial Reports: TBD
- Leader in Me Overview: School Team
- Teach Like a Champion Overview: School Team
- Curriculum, Assessment, Instruction Overview, and DPI: School Team
- Understanding School Data Reports (NWEA/Waggle): School Team
- Understanding NCDPI Accountability Reports: School Team
- Understanding Special Populations within Schools: School Team
- Understanding School Discipline in Schools: TBD
- Others as needed whether individually or as a group: TBD

Q148. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.



Board membership often involves situations where ethics come into play, making even the appearance of a conflict-of-interest problematic for both the board member and H.Y.P.E. Leadership Academy.

It is important for the board to be diligent whenever new contractual agreements are considered and to avoid conflicts or the appearance of conflicts. It will also be imperative for board members to understand the interest and relationships of potential members prior to considering their appointment as board members.

A conflict of interest is defined as an instance in which a public official's decisions are influenced by his/her personal interests. Members of government boards must always be cognizant of their public trust in relation to their private business dealings. Because of the deep community impact, H.Y.P.E. Leadership Academy will incur, the board recognizes the opportunity for conflicts to arise amongst board members. The board has agreed to maintain high levels of integrity and remove personal hats for the betterment of H.Y.P.E. Leadership Academy. The by-laws hold that if a conflict arises, the board member will abstain from any discussion or vote on the matter. If other members of the board feel there has been a Conflict, they will immediately seek to resolve the situation even if they vote to remove a member based on unethical behaviors.

Q149. Explain the decision-making processes the board will use to develop school policies.

The Board of Directors at H.Y.P.E. Leadership Academy will use The National Charter School Institute (NCSI) for Board training and development of legally required Board Policies. This service will assist the Board in crafting accurate and necessary policies for successful governance. It will also ensure that the Board continues to update its policies as new laws or regulations are introduced. Access to the policies is also secure and web based, making the policies themselves more user friendly and readily able for distribution. Training from NCSI, as well as other programmatic training will help the Board members to more clearly understand their roles and responsibilities in the governance of the school. Lastly, the board will utilize the vision and the mission to guide decisions understanding that aside from legal implications, decisions that are not aligned to the mission the school may not be warranted.

Q150. Describe any advisory bodies, councils, or associations listed in the organization chart or to be formed, including the roles and duties of that body, and the reporting structure as it relates to the school's governing body and leadership.



Currently, the only association that is listed in the organization chart is the Family and Educator Organization. This is a body that will be comprised of parents and staff that will work with the SIT team, as well as outside of the school SIT team, to help benefit the school and report issues that may not reach the administration.

Q151. Discuss the school's grievance process for parents and staff members.



PARENT GRIEVANCES

H.Y.P.E. Leadership Academy is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

1. The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
2. No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
3. The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
4. Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director's decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director's written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an



alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.


Q152. Attach as Appendix G Organizational Chart

- A well-defined organizational chart showing the relationship of the Board of Directors to the parents and staff of the proposed charter school. This chart should also include lines of authority to and from any outside entity that will play a role in managing or supporting the charter school (such as educational service providers, advisory bodies, or parent/teacher councils).

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :


HYPE Leadership Or...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q153. Attach as Appendix H Charter School Board Member Information Form and Resume

- A one-page resume from each founding board member and responses to the questions found on the Charter School Board Member Form

Upload Required File Type: pdf, excel, word Max File Size: 30 Total Files Count: 50




Resources



Charter School Boar...

Applicant Evidence :



HYPE Board Info For...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q154. Attach Appendix I For Each Board Member

1. Charter School Board Member Background Certification Statement and
2. Completed Background Check


PLEASE NOTE: A background check that does not meet the following requirements will be deemed incomplete and could jeopardize the submission status of your application.

- **Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).**
- **Background check must include any additional aliases that have been used by the individual.**
- **Background check must include a completed county level check for any county returned in the Social Security Trace.**
- **Background check must include a completed nationwide check.**

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 50


Resources



Charter School Boar...



Applicant Evidence :


HYPE Board Member...


Uploaded on **4/28/2023**
by **Joe Salisbury**

Q155. Attach as Appendix J Proposed By-Laws of the Nonprofit Organization or Municipality The proposed by-laws, which must include a Conflict of Interest Policy for board members and a stated commitment to the NC Open Meetings Law.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 3

Applicant Evidence :


HYPE - Bylaws.pdf


HYPE - Conflict of Int...


HYPE - Conflict of Int...

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

Uploaded on **4/24/2023**
by **Joe Salisbury**

Q156. Attach Appendix K Articles of Incorporation or Municipal Charter

- If the applicant is a non-profit board of directors, attach a copy of the articles of incorporation from the NC Department of the Secretary of State.
- If the applicant is a municipality, attach a copy of the municipal charter.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Comments :

I don't know if it's the website or the security of the Document, but the EIN information should be attached.




Applicant Evidence :



HYPE - Articles Of In...

Uploaded on **4/24/2023**
by **Joe Salisbury**



HYPE EIN Document ...


Uploaded on **4/28/2023**
by **Joe Salisbury**

10.3. Staffing Plans, Hiring, and Management

Q157. Projected Staff Complete the staffing chart below outlining your staffing projections. Adjust or add functions and titles as needed to reflect variations in school models. Be mindful that your predicted administration and staff match the projected enrollment noted in Section I, course offerings, and align with the proposed budget.


Upload Required File Type: excel Max File Size: 30 Total Files Count: 10

Resources



Staffing Chart Templ...

Applicant Evidence :



HYPE - Staffing Chart...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q158. Staffing Plans, Hiring, and Management Explain the board's strategy for recruiting and retaining high-performing teachers.



The board's strategy for recruiting and retaining high-performing teachers includes having a comprehensive and competitive benefits package in addition to creating a culture that supports desirable working conditions. H.Y.P.E. Leadership Academy anticipates drawing teachers and other employees from a wide range of backgrounds including recent graduates, seasoned veterans, troops to teachers, and military spouses. Just as the community has been strengthened through diversity, H.Y.P.E. Leadership Academy intends to encompass those ideals in employment and enrollment.

High salaries are often thought of as a way to lure and retain high-quality teachers, however, the Center for Teaching Quality has done considerable research demonstrating that high salaries may bring a teacher to the school, but they often are not enough to make them stay. Retaining a quality work staff is a combination of factors including preparedness, working conditions, adequate support, and then salaries. Keeping these factors in mind, the vision of staff recruitment and retention at H.Y.P.E. Leadership Academy should be thought of as a people-centered approach. The board understands that being able to offer a great work-life balance through the benefits package, as well as acknowledging the importance of providing for the employee and their family, that of critical importance is establishing a relationship with staff through open communication with a professional and supportive working environment will yield the greatest dividends in terms of student achievement and retention of highly qualified staff. Additionally, the board's strategy extends to creating a dynamic and family-oriented environment that lends itself to a feeling of belonging and ownership. Once they are a member of the team, they realize they are an integral part of the family and respond as such.


The recruitment of faculty and staff will be a critical responsibility of NC Educational Solutions, NCES. H.Y.P.E Leadership Academy will benefit from a customized recruitment strategy that evaluates the availability of teachers, paraprofessionals, and other support professionals in the geographic vicinity and will attract candidates that are demographically diverse and representative of the area in which the school resides. Based on this analysis, advertising, and candidate-sourcing strategies will be developed to attract educators with the skills, experience, and personal attributes required for success in our school. Additionally, the school will develop partnerships with colleges and universities, Troops-to-Teachers, and Teach for America, first seeking to recruit locally, then statewide and nationally. The Academy leadership team will determine staff structuring and restructuring based on skill and performance to best serve the needs of students.

Attracting, developing, focusing, and retaining high-performing employees will be essential to the success of the school and the completion of its mission, to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. In conjunction with the principal of the school, NCES will work to recruit high-caliber individuals who are selected based on their credentials and belief in the type of programming H.Y.P.E. Leadership Academy seeks to provide. Moreover, NCES and the board




will ensure that each selected employee continues to meet the ongoing needs of students and parents and that appropriate intervention steps are taken to maintain a quality workforce. Staff members will be required to participate in mentoring relationships with veteran employees according to designated hours and criteria to ensure that new staff members receive the support and guidance they need to be successful at their jobs. When possible, H.Y.P.E. Leadership Academy will use pay for performance, with performance being measured by student achievement and attainment of H.Y.P.E. Leadership Academy goals.

Applicant Evidence :



Potential Staff Hand...



Potential Student Ha...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q159.If already identified, describe the principal/head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Provide specific evidence that demonstrates the capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. If no candidate has been identified, provide the job description or qualifications, and discuss the timeline, criteria, and recruiting/selection process for hiring the school leader.



A school leader has not yet been identified. The H.Y.P.E. Leadership Academy Board of Directors, in partnership with NC Educational Solutions, will be seeking a school leader that has the capacity to design, launch, and manage a high-performing charter school that will carry out the mission of the Academy. The recruiting and selection process will begin as soon as the charter is awarded. This will allow for the school leader to be engaged in the initial development of the school giving them foundational knowledge to expand from, as well as to foster the recruitment of the school staff. The school director's job description is as follows:

POSITION: School Director/Principal

REPORTS TO: Superintendent and Board of Directors

QUALIFICATIONS AND ATTRIBUTES:

- Hold or be eligible to hold a North Carolina School Administrator License.
- Advanced degree (Master's or above) in School Leadership/Administration.
- Minimum experience to include at least three years in educational leadership.
- At least three years of teaching experience.
- Strong instructional background.
- Demonstrated knowledge of school-based management (fiscal and instructional).
- Strong skills in the use of instructional data to improve student achievement and performance.
- Strong skills in building interpersonal relationships with students, staff, and parents.

RESPONSIBILITIES:

- Provide effective leadership in school operations, personnel management, and academic/instructional leadership.
- Help develop, implement, supervise, and evaluate the comprehensive instructional program.
- Utilize a variety of data to support school improvement initiatives and the implementation of Professional Learning Communities.
- Plan, implement, supervise, and evaluate the use of all school resources.
- Assume primary responsibility for hiring, assigning, supervising, and evaluating personnel, including licensure.
- Establish a safe and orderly school environment that is conducive to learning.
- Play a significant leadership role in facilitating professional growth and building staff morale in the school.
- Administer provisions of the State Board of Education and the H.Y.P.E. Leadership Board of Directors policies as they apply to the school.



- Communicate to the Superintendent and Board the requirements and needs of the school as perceived by staff members, parents, and relevant stakeholders.
- Provide leadership to and opportunity for effective parent and community participation in the school.
- Accept responsibility for the professional development of aspiring assistant principals under his/her leadership.
- Demonstrate active leadership and good judgment in working with school staff members.
- Perform other duties as assigned by the Superintendent and the Board of Directors.
- Present Administrative Reports to the Board of Directors during monthly meetings.

Q160. Attach in Appendix O the School Leader's Resume If the school leader has been identified, include the school leader's one-page resume in Appendix O.

Upload Required File Type: pdf, excel, word, text Max File Size: 30 Total Files Count: 5

Applicant Comments :

A school leader has not yet been identified.

Q161. Provide a description of the relationship that will exist between the charter school employees and the school's board of directors.

All teaching and support staff will be jointly employed by NC Educational Solutions, NCES, and the H.Y.P.E. Leadership Academy board. What this means is that the hiring or termination of staff may be recommended by NCES, but the approval of the school board is required. By jointly employing staff, they can then participate in the pay schedule (bi-monthly) and benefits offered by NCES. Even with joint employment, the policies and regulations of the H.Y.P.E. Leadership Academy Staff Handbook will be based on board approval and development.

Q162. Outline the board's procedures for hiring and dismissing school personnel, including conducting criminal background checks.



The hiring and termination process of a teacher/staff member is subject to review and approval by the school board. NC Educational Solutions has numerous recruitment and hiring policies in place to ensure that staff members have adequate education and certification to satisfy the requirements set forth by NC State law and OCS. Each job posting will have proper credential requirements necessary to fill that position and prior to securing an interview, the applicant must provide the essential documentation, including the proof of certification, licensing, or permits required. Prior to the acceptance of the staff member, they will be required to take part in a full nationwide background check through the Background Investigation Bureau. The background check will be equal to or more extensive than Hoke County requirements.

Q163. Outline the school's proposed salary range and employment benefits for all levels of employment.

The school will follow the NC salary schedule for all teaching and support staff positions. That range (as of this application) will be between \$37,000 for a first-year bachelor's teacher or instructional support to \$61,930 for a 26-year Doctorate teacher or instructional support. As for support staff, H.Y.P.E. Leadership Academy will follow the same NC salary schedule. H.Y.P.E. Leadership Academy will offer stipend based incentives to staff members who fill additional leadership or supplemental position roles, to increase pay opportunities. This will include Beginning Teacher mentors for veteran staff, leading clubs, School Improvement Team involvement, etc.

For the School Director/Principal position, the salary will be driven by criteria set forth by the board of directors, taking into account years of experience, previous growth at other schools, and degree achieved, but will begin at the level of the Principal salary structure as defined in the NC salary schedule.

For benefits, as joint employees of NC Educational Solutions, H.Y.P.E. Leadership Academy will utilize the benefits offered by NC Educational Solutions. This includes:

1. Medical
2. Dental
3. Vision
4. Long-Term Disability
5. Short-Term Disability
6. Accidental Death
7. Life Insurance (Both H.Y.P.E. paid and voluntary)
8. A Matching 401(k) Program

Q164. Provide the procedures for handling employee grievances and/or termination.



All H.Y.P.E. Leadership Academy employees are “At Will Employees” and are free to resign at any time with or without cause, just as H.Y.P.E. is free to terminate at any time with or without cause. H.Y.P.E. considers its employees to be its largest resource and thus invests a substantial amount of time and money into developing each employee. If a decision is reached to terminate an employee, it is viewed that somewhere along the hiring/employment process we have failed to accurately assess or develop an employee, and is not a decision that is taken lightly.

Employees are observed, according to NC DPI guidelines through NCEES, and give feedback on a regular basis. This feedback is specified in a written form and will include areas that can be improved upon and resources available to help foster such improvement. If an employee is not showing desired improvement in an area of need, they may be placed on a Corrective Action Plan (CAP). The CAP will contain documentation indicating past efforts to correct deficiencies and a plan, which will ensure employee success. If the desired improvement is not seen within a specified amount of time, action may be taken up to and including termination. At times an employee's actions, or lack thereof, can result in immediately being placed on a CAP. When such is the case, the timeline for improvement will typically be much shorter. Additionally, there are circumstances that will necessitate an employee being terminated immediately. Upon termination, an employee will receive a Letter of Separation, which will detail any remaining payments due to the employee and an explanation of the schedule of benefits.

Q165. Identify any positions that will have dual responsibilities and the funding source for each position.

H.Y.P.E. Leadership Academy will look to hire specialized office personnel that can handle multiple responsibilities. These positions will be funded through state funding.

Q166. Describe the plans to have qualified staffing adequate for the anticipated special needs population and means for providing qualified staffing for EL and gifted students.



The special needs population, including EL students and gifted (AIG) students, is met based on the estimated or anticipated projections of the student population.

H.Y.P.E. will hire highly qualified licensed EC teachers or those pursuing licensure in an accredited Special Education Program. These teachers will be hired based on the anticipated EC population and the needs of students based on their IEPs. Based on these projections, we will post positions for, and hire the adequate number of, and appropriately trained staff necessary to ensure each student receives an equitable educational experience. The school has budgeted for one EC Director and five EC teachers. H.Y.P.E. will employ five part-time teacher assistants to assist EC teachers and to provide more individualized support and differentiated instruction to all our students. The teacher assistants will be dedicated to specific grade levels.

H.Y.P.E. will employ an EL Teacher to instruct our English Learners and as the need arises, we will employ more EL teachers. This teacher will be responsible for developing goals for EL students, delivering supplemental instruction, and coordinating testing. We will also have a teacher certified to instruct students identified as gifted, who may hold a dual license to develop gifted plans and provide supplemental instruction to our gifted students.

Q167. Provide a narrative detailing the roles and responsibilities, qualifications, and appropriate licenses that each position must have to be hired by the school's board of directors and effectively perform the job function(s).



NC Educational Solutions has numerous recruitment and hiring policies in place to ensure that staff members have adequate education and certification in order to satisfy the requirements set forth by State law, Charter School law, and ESSA. Certification and/or graduation requirements are listed along with each job posting. Prior to securing an interview, an applicant must provide all needed documentation including necessary proof of licensure as relevant for the position. Once an applicant with the necessary qualifications has been identified as a desired candidate they will enter into the employment process, which again will require them to provide NC Educational Solutions and the school with proof of any necessary certification, licensing, or graduation requirements as well as a bevy of other necessary employment documentation.

General Teacher Qualifications:

General Classroom Teacher: Professional Educator's License Qualifications: Standard Professional 1 Professional Educator's Licenses are intended for teachers with 0-3 years of teaching and are valid for three years. Standard Professional 2 Professional Educator's Licenses are for teachers with more than 3 years of experience and are valid for five years.

Specials Classroom Teacher: Professional Educator's License Qualifications: Standard Professional 1 Professional Educator's Licenses are intended for teachers with 0-2 years of teaching and are valid for three years. Standard Professional 2 Professional Educator's Licenses are for teachers with more than 3 years of experience and are valid for five years, or Highly Qualified based on their degree and relevant professional experience.

Administrator/Special Service Personnel Requirements:

Requirement for all areas:

Obtain a valid SP2 License.

- 1) School Director: Completion of an approved program in school administration at the master's level or above: meet the required score for the School Leader's Licensure Assessment test administered by Educational Testing Service.
- 2) Assistant Principal: Completion of an approved program in school administration at the master's level or above: meet the required score for the School Leader's Licensure Assessment test administered by Educational Testing Service: Provisional principal's licenses are issued for service as an assistant principal if the local school board determines there is a shortage of individuals with principal licensure.
- 3) Exceptional Children Director: Licensure as an EC Program Director is a supervisory classification: A master's degree in an exceptional children area or an advanced (sixth year) degree in school

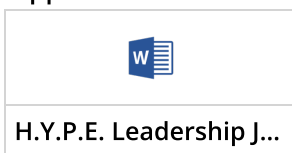


psychology: Three graduate semester hours of credit in each of the following:

1. Administration
2. Curriculum Development
3. Supervision
- 4) Exceptional Children Director Part 2: A master's degree in administration and/or curriculum instruction with nine semester hours in the following:
 1. Exceptional Children
- 5) School Counselor: Completion of an approved program in school counseling at the master's level or above.
- 6) School Social Worker: Completion of an approved program in school social work at the bachelor's level or above.
- 7) Educational Coach: Completion of an approved program in school administration or curriculum instruction at the master's level or above.
- 8) Office Manager: Completion of an approved program in finance or accounting at the associate's level or above.
- 9) Secretary: Completion of a High school diploma and two years' experience in reception, or completion of an approved program at the associate's level or above.
- 10) MTSS Teacher: MTSS Teachers must hold a current and relevant North Carolina teaching license. More than 3 years of teaching experience is highly encouraged for consideration for an MTSS interventionist position.
- 11) MTSS Coordinator: The MTSS Coordinator must hold a current and relevant North Carolina teaching license. The MTSS Coordinator must have more than 3 years of teaching experience in addition to two or more years of MTSS experience and relevant professional development.

A more detailed draft of planned and possible future job descriptions is attached.

Applicant Evidence :



Uploaded on **4/28/2023**
by **Angela Gilbert**



10.4. Staff Evaluations and Professional Development

Q168. Identify the positions responsible for maintaining teacher license requirements and professional development.

For the first 2 years, this requirement will be met by the School Director/Principal. During year two, the School Director will begin to train the Assistant Principal in these duties and once year three begins, this process will be taken over by the Assistant Principal as part of his/her duties.

Q169. Provide a detailed plan noting how the school will mentor, retain and evaluate staff in a format that matches the school's mission and educational program. The plan should also describe how the school will meet the teacher certification and licensure requirements for teachers as prescribed by state and federal law. Be sure this overview matches with the projected staff and funding of the proposed budget section.



Professional Development that is focused on student learning and developing pedagogical skills in addition to being sustained, job-embedded, and collaborative has the strongest effect on student achievement. Professional development under the guidelines of the NCES Select Standards creates high-impact learning in professional communities. It includes a focus on modeling life-long learning to the school community through the development in school goals, individual teacher goals, collaborative work teams, and mentoring programs. Additionally, all teachers are trained annually on the educational systems utilized to provide excellent instruction including, but not limited to Teach Like a Champion, Leader in Me, Common digital tools, common instructional strategies, and Common Assessments. In addition to annual training, support is offered to individuals and groups of teachers monthly through school-wide professional development and through Professional Learning Communities as needed. Experts in and across all of our NCES schools, as well as NCES Education Department staff, are utilized to share and expand the teaching and learning to help teachers reach their optimal teaching levels.

Monthly full-day professional development, twice-a-month professional learning communities, and at-need coaching will be utilized to provide opportunities for mentoring teachers and staff. Teachers and staff will be provided with consistent opportunities for informal observation and evaluation from administration and peers, with yearly evaluations through NCEES by the administrative team. Teachers will work with their grade-level teams, subject-specific teams, and with teachers with both the same and more experienced than themselves during professional development days to provide a multitude of mentoring opportunities.

A member of the administration, starting with the Director and then moving to the Assistant Principal in year two, will maintain all information detailing each teacher's licensure, and will use this information for at-need and professional learning community sessions to ensure appropriate CEUs are provided on licensure renewal years. Teachers acquiring licensure through alternative sources than an education program will work with a member of the administration to make sure all program and professional development needs are being met at the teacher's pace.

All teachers with less than 3 years of teaching experience will be required to participate in our beginning teacher's Mentor Program. During these monthly meetings, newer teachers will work with experienced teachers in both their grade band and within their subject-specific domains to discuss best teaching practices, and classroom management techniques, receive guidance on classroom supply attainment, and even work with one another to master LiM and TLAC skills from experienced teachers. H.Y.P.E. Leadership Academy will partner with Fayetteville State University with their teacher preparation program to ensure new teachers and teachers joining the field through alternative means are learning the same skills for more successful classroom practices.



Applicant Evidence :



HYPE BTSP DRAFT.pdf

Uploaded on **4/22/2023**
by **Joe Salisbury**

Q170. Describe the core components of the professional development plan and how these components will support the effective implementation of the educational program. Describe the extent to which professional development will be conducted internally or externally and will be individualized or uniform.



The entire H.Y.P.E. teaching staff will be exposed to the top educational practices and methodology through professional development, which takes place annually and throughout each school year. The professional development experiences will extend into professional learning communities where teams of teachers work together continuously on book studies, online sessions, workshops, and weekly team meetings to assess student work, explore data, provide content coaching and collaborate for innovative lesson plans. Through our relationship with Leader in Me and Teach Like a Champion, our school will provide intentional training and development programs focused on improving teaching and learning through research-based best practices. Professional development for teachers will be an integrated element of the school's culture, beginning with intensive orientation and training before the first school year and continuing throughout the year. The proposals included in the appendices show the extensive range of activities and support to ensure that the high-quality leadership integration will meet and exceed the expectations of the H.Y.P.E. vision.

Professional development opportunities will include weekly observation and feedback, web-based resources, online courses, book studies, seminars, conferences, materials developed by our partners, and access to both internal and external consultants. The school will be supported by professional experts in arts and core academic integration who will provide on-site and web-based assistance and professional development around instructional practices, data use, curriculum, and school culture each with the goal of promoting excellent teaching and learning throughout the school.

Monthly professional development has been designed for the staff of H.Y.P.E. Leadership Academy with the intention and focus on the pillars of the school.

September's professional development will include 1 Teach Like a Champion (TLAC) technique focus. Teachers will work on a digital tool aligned with their subject and grade band. LiM projects will be reviewed and the next three weeks of project planning will begin with their grade-level team. Teachers will review their community service/partnerships with their peers and staff will be invited to provide additional community service opportunities. All teachers will be responsible for updating their 5-day emergency sub plans.

October's professional development begins with a TLAC technique and modeling, LiM project updates and check-ins, grade-level appropriate instructional strategies review, and new introductions. During October teachers will be focusing on their data-informed instruction, updating their data walls, and collaborating with teachers outside of their team for data collection techniques. As with every PD, teachers will be responsible for their 5-day emergency sub plans.

November's PD will continue to include TLAC techniques with modeling and LiM updates and check-ins. Teachers will engage in subject-specific rotations for standards mastery, and then grade-specific rotations for LiM presentations day.



February will continue to focus on TLAC techniques with modeling and LiM updates and check-ins. Teachers will participate in subject-specific rotations for LiM presentations day with formal peer feedback completed. Teachers will work with the testing coordinator to begin preparation for EOY testing, EOG boot camp, and formal testing plan.

March 17, 2026, is the Leader in Me Day conference for all teachers.

Q171. Provide a schedule and explanation of professional development that will take place prior to the school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.



High-quality professional development is critical to the success of the educational program. The onboarding process and induction period will front-load the training necessary to carry out the mission and vision of the school, as well as provide key processes and procedures to ensure staff members have the necessary resources to guide day-to-day activities throughout the school. Included in this professional development will be fundamentals in the Leader in Me, Teach Like a Champion, HMH Anywhere Curriculum, NCES Dashboard, and Lesson Plan Creator, working with exceptional students, emergency preparedness, usage of PowerSchool/NCEES/SchoolNet, and essential team building.

Before the opening of the school, teachers will work to build rapport and school climate.

On August 11, 2025 - Teachers will learn about charter schools, receive the Leader in Me Book (LiM) sets for their age groups, and learn about the embedded programs. Administration topics such as handbooks, schedules, extended day activities, dress code, and chain of command will be covered. Teachers will receive their Schoolnet/PowerSchool login. Staff will receive a school tour and will be given classroom time to begin creating five days of emergency sub plans.

On August 12, 2025 - LiM training will continue. Staff will break out into grade bands for lunches and will have classroom time. Teachers will continue to set up their emergency sub plans.

On August 13, 2025 - LiM training continues, by-subject breakout groups for lunches. Teachers will receive more classroom time and continue to work on their emergency sub plans.

On August 14, 2025 - LiM training continues. Teachers will break out for lunch in teaching-experience bands. Teachers will take the afternoon to work in their classrooms and continue working on their 5-day emergency sub plans.

On August 15, 2025 - Staff will see continued LiM training, this time in grade-level breakouts to begin the first project. Teachers will be introduced to Teach Like a Champion (TLAC) and will receive their books. Trainers will provide model lessons using TLAC techniques and the non-negotiables will be demonstrated. Instructional strategies will be covered in grade bands. Digital tools will be shared with teachers. The MTSS model will be shared with staff and TLAC will be reviewed through a second model. Teachers will have classroom time and continue working on their emergency sub plans.

On August 18, 2025 - will begin HMH training for staff in grade bands and by subject level. The charter school's pillars, mission, and focus will be shared with the staff. The concept of data-informed instruction will be shared with teachers in grade bands. Staff will be introduced to the idea of students as leaders and will then break back up into grade band groups to continue working on the LiM project. TLAC will be reviewed with a model lesson and must-sees (agenda, date, I Can statements) will be shared with the teachers. Teachers will have classroom time at the end of the day.



On August 19, 2025 - Instructional components such as pacing guide, scope and sequence, and common digital tools and resources will be reviewed. At grade levels, the administration will review the North Carolina standard course of study and how it aligns with HMH. Teachers will meet with their teams to continue to plan their first LiM project.


On August 20, 2025 - Will begin with the final preparation for the first LiM project for the first 3 weeks. A final curriculum review will take place to pull HMH, LiM, TLAC, common instructional strategies, data-informed instruction, student leaders, and assessment tools into a comprehensive plan for each grade band.

On August 21, 2025 - The final day of formal professional development prior to the opening of the school year. During this day teachers will review a final school-wide culture to include MTSS, AIG, Pillars, Common language, LiM blocks/projects, TLAC, transitions, noise level expectations, signage, leadership pathways, extended day opportunities, and community service opportunities. This evening will be the open house.


On August 22 and 25, 2025 - These days are for classroom preparation, with administration and the leadership team available. The administration will be hanging welcome banners, and balloons, planning music, meeting with teachers to join committees, and ensuring all teachers have a usable space for classroom time, LiM projects, meeting spaces, and lunch preparation locations.

Attached are drafted plans for initial and ongoing professional development provided by Teach Like a Champion and Leader in Me.

Applicant Evidence :



TLAC Training, Romi...



HYPE-Leadership-Ac...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q172. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan.



Staff at H.Y.P.E. Leadership Academy will receive 15 full-day professional development opportunities during the scheduled school improvement days. These days are embedded in the school calendar. This schedule allows the entire school staff to meet for a common language, community, and shared vision opportunity approximately once a month. In addition, there are 30 brief training opportunities during professional learning communities (PLCs) for training. For teachers of grades kindergarten through eighth, PLCs will occur during the teacher’s planning on Wednesdays. For high school teachers, once we’ve reached year 5, PLCs will occur on Thursday mornings before the school day begins. This schedule allows teachers of the same grade band to meet together to discuss issues that align specifically with their shared students and an opportunity for different school communities (MTSS, Social Workers, Administration, and guest speakers) to talk directly with a small group of staff.

Please see the attached PLC Calendar and PD Calendar

Applicant Evidence :

	
HYPE Professional L...	HYPE Professional D...

Uploaded on **4/25/2023** by **Joe Salisbury** Uploaded on **4/25/2023** by **Joe Salisbury**

10.5. Marketing, Recruitment, and Enrollment

Reaching the full capacity for enrollment will be critical to obtaining the necessary financial resources to keep your school viable and operating efficiently. In addition, it is required by law that charter schools provide equal access to all students. Read the charter school state statute regarding admissions 115C-218.45 carefully.

Q173. Marketing Plan Marketing to potential students and parents is vital to the survival of a charter school. Provide a plan indicating how the school will market to potential students and parents in order to reasonably reflect the racial/ethnic and demographic composition of the district in which the charter school will be located or of the special population the school seeks to serve: (G.S.115C-218.45(e)).



Marketing Plan

1. On-Site

1. School Signage: Can post events and recruitment opportunities
2. Social Media: Can use for promoting events, and openings, and getting likes/shares to boost enrollment and buzz. Social Media is also great for targeting specific audiences and areas, which will push enrollment.
3. Website: Easy access to basic school information and related links

2. Off-Site

1. Newspapers/Magazines: Get involved with CityView, Fayetteville Observer, and Ft. Bragg's Military Relocation Guides

2. Town Halls: Raeford Town Hall Meetings

3. Additional

1. Special Publicity Events: Awards, Human-Interest events, educational events, and sports/extracurricular events

1. Specific Targeted Marketing

2. Parent Information Meetings - during open enrollment
3. Title I Parent Meeting - Held during the open house

4. Open House

5. Bring a Friend Night - Helps promote enrollment

4. Partnerships

1. Community Partnerships will help promote relationships based on positive community interactions

1. First Health Hospital - Raeford

2. James Leach Aquatic Center - Raeford

2. H.Y.P.E. Leadership Academy will implement a Multicultural Curriculum and Instruction Committee. This committee, which includes representation from our developed School Improvement Team, will be tasked with evaluating the effectiveness of our curriculum and instruction in providing equitable educational opportunities and outcomes for all our students. The committee is also tasked with setting annual goals for continuous improvement and professional development in Multicultural Curriculum and Instruction.

Demographic Mirroring Efforts:

In addition to the requirements established by the State of North Carolina to ensure fair and equal access to public education and charter school enrollment, in particular, the diversity of the H.Y.P.E. student body is reflective of a number of factors listed below.

Hiring:

H.Y.P.E. Leadership Academy strongly believes that racially and ethnically diverse staff is a key



component to recruiting and meeting the needs of a diverse student population.

Accessibility:

H.Y.P.E. Leadership Academy participates in the Federal Free and Reduced Lunch Program to ensure that there aren't economic barriers in place for students who would like to attend our school. Our participation in the free and reduced lunch program is a strong contributing factor to our ability to serve a student population that is representative of our city and county demographics.

Location:

H.Y.P.E. Leadership is located just outside the center of Raeford, North Carolina only a few miles from Fayetteville State University, which is an HBCU (Historically Black College or University) with a long tradition of serving our region and representing educational and cultural opportunities for our diverse population. Our location ensures that we are accessible to serve students from various racially, ethnically, and socio-economically diverse neighborhoods surrounding the urban core of the city.

Multicultural Curriculum and Instruction:

H.Y.P.E. will implement a Multicultural Curriculum and Instruction Committee. This committee, which will include representation from our School Improvement Team, is tasked with evaluating the effectiveness of our curriculum and instruction in providing equitable educational opportunities and outcomes for all our students. The committee is also tasked with setting annual goals for continuous improvement and professional development around Multicultural Curriculum and Instruction.

Q174. Describe how parents and other members of the community will be informed about the school.

The network has already started to reach the community to begin building support for the school. The first place the board has started is within their own networks. The board has been sending information out to social media groups, talking to their constituents, and through community partnerships. In just a couple months, the small knowledge base is beginning to spread. The H.Y.P.E. Leadership Academy Board intends on hosting Town Hall community information meetings, contacting local businesses to bring awareness, partnerships, and provide information that can be handed out such as brochures and flyers. At an appropriate time, social media pages will be created along with a website, which will help communicate further. Lastly, as the Academy is establishing partnerships for curriculum organizations, as well as after school partnerships, sharing the information through our partners will be a natural flow of engagement.

Q175. Describe your plan to recruit students during the planning year, including the



strategies, activities, events, and responsible parties. Include a timeline and plan for student recruitment/engagement and enrollment, with benchmarks that will indicate and demonstrate suitable recruitment and enrollment practices over time.



As part of the recruitment plan, H.Y.P.E. Leadership Academy will advertise in local newspapers, through social media, such as Facebook and Instagram, and through community outreach. H.Y.P.E. will advertise in The Fayetteville Observer as well as post public service announcements on social media, with a targeted population in and around Hoke County. We will enlist the cooperation of local organizations such as the YMCA, Boys & Girls Club of Fayetteville, and The Fayetteville-Raeford Cares Mentoring Program to distribute our brochures and applications in English and Spanish, with translated materials provided as needed. Periodically throughout the year, H.Y.P.E. Leadership Academy will present information sessions at community-based organizations such as neighborhoods, churches, and service groups. H.Y.P.E. will also seek to recruit potential students through presentations and open houses to educate potential students and families about the school and application process. It is the goal of the school to target the growth areas near and around the expanding Hoke County and the I-295 construction, which will be completed during the summer of 2025. In a district with overcrowding such as at Hoke County High School and through the Fort Bragg community, a partnership with H.Y.P.E. Leadership Academy could prove to be beneficial for all parties involved.

Throughout 2024, the plan will be to get in front of communities, centers, churches, and local businesses to host presentations and allow questions to be asked to our Board and TRG. Different Communities that have centers already in Hoke County are Westgate, Turnberry, Bedford, and Blackhawk Landing.

A DRAFT timeline for the year of opening is below.

January 2025 - Open Enrollment begins for the 2025-26 school year.

February 2025 - Continue with community meetings that started in 2024, putting a special focus on grade levels that may lack enrollment at this time.

March 2025 - Lottery held for spaces for the 2025-26 school year.

April 2025 - Educational Occupancy received and tours begin around the building.

May 2025 - Continue with tours and have a scheduled parent involvement activity, such as a park day or rental of the James Leach Center in Raeford.

June 2025 - Host a summer BBQ at the school for all interested parties.

July 2025 - Parent Meetings at the school to discuss FAQs, and the Mission/Vision, and give more information about H.Y.P.E.

August 2025 - Staff Report, Professional Development, and Open House

August 2025 - Opening



Q176. Describe how students will be given an equal opportunity to attend the school. Specifically, describe any plans for outreach to: families in poverty, academically low-achieving students, students with disabilities, English learners, and other students at-risk of academic failure. If your school has a specific area of focus, describe the plan to market that focus.



H.Y.P.E. Leadership Academy is founded upon the beliefs listed below. Within those beliefs we have created an educational program that is filled with support systems to meet the needs of all learners, also detailed below. When recruiting students and families to H.Y.P.E. Leadership Academy, our messaging will be clear that we are a free public charter school with the mission to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. All students who want to become leaders of self or others in alignment with our vision and mission are invited to enroll and we will have programs and resources to support families in poverty, academically low-achieving students, students with disabilities, English Language Learners, and other students at-risk of academic failure. Our marketing and advertising will be throughout Hoke county and surrounding areas to the location of the school.

H.Y.P.E. Leadership Academy Beliefs:

We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.

We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.

We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.

We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.

We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.

Programs and Supports for Special Populations:

At the core, H.Y.P.E. believes it is the duty of educators to meet all students where they are and empower them to grow and move forward. All of our student services are designed to do just that across a wide range of needs. We will provide supports to students across several areas including At-Risk, Exceptional Children, English Language Learners, and Talented and Gifted. The design of the school allows each student to undergo computer-adaptive assessment upon entering the school so that teachers and support staff can use the data to individualize instruction to meet their needs. Students data is monitored and supported immediately with the first assessment, but continues to be H.Y.P.E.'s formal baseline for monitoring students' learning needs.



A process is in place which we refer to as MTSS, in this process our teachers and support staff work collaboratively to document, monitor, and employ strategies that will assist students in the following categories to work to their potential. The process follows levels of support and documenting which gets more involved as the level increases. The progress or lack of progress is measured regularly and discussed in professional learning communities and with the MTSS Coordinator. Once a student reaches the top level with minimal to no progress, the MTSS Coordinator and Exceptional Children Director will devise a plan to seek consent for ruling in or out the identification of Exceptional Children eligibility.

At-Risk: H.Y.P.E. administrative support staff will work closely with teachers, administrators and families to meet student needs. They will help students problem-solve, work through personal issues, make friends, identify support systems, make positive choices in their relationships, socially, intra-personally and academically.

Exceptional Children: At times, students need more support in their learning than what is typically provided in a general education classroom. When the supports that a child needs to learn, need are substantial, and need to be sustained over time, exceptional children services are put in place. Our exceptional children staff will be skilled at developing Individual Education Plans (IEPs) that include specially designed instruction to meet instructional needs and accommodations needed while that learning is taking place. Specially designed instruction will be delivered when appropriate within the general education environment. Students will be removed from the general education classroom when dictated by student needs and only for as long as is necessary to provide instruction. Exceptional Children teachers will collaborate with general education teachers to generalize skills and ensure that proper instruction and accommodations are in place.

English Language Learners: Students who are learning to speak English need accommodations in school to facilitate their learning. English Language Learners (ELLs) will be given assessments upon entering the school to determine where they are with their language acquisition. Classroom teachers and a MTSS Coordinator will design accommodations and instruction geared toward fostering language development.

All students new to H.Y.P.E. Leadership Academy will complete a home language survey (HLS) prior to their first day of school. During the first thirty days of the student's entrance to H.Y.P.E., students identified through the HLS will be administered all four domains (listening, speaking, reading, and writing) of the WIDA screener. Kindergartners enrolling at or during the first semester will be administered the Listening and Speaking domains of the WIDA Screener for Kindergarten. Students enrolling in their second semester will be administered all four domains of the WIDA screener for kindergarten. First-grade students in their first semester will take all four domains of the WIDA Screener for kindergarten. First-grade students in their second semester will take the Grade 1 online WIDA screener. Parents/Guardians of all students who may be considered English Learners eligible for ESL services will be informed within 14 days of the screener administration. H.Y.P.E.



Leadership Academy will follow the NC Department of Public Instruction guidelines by providing the WIDA Screener grades 1 - 12 online. H.Y.P.E. Leadership Academy will ensure equitable access to core programs for EL students by providing an EL coordinator that will complete pull-out and push-in services as needed, provide an EL resource page on a Google Classroom by grade bands, provide access to HMH Anywhere with multi-language options, and a variety of parent resources to include Colorin Colorado. When possible, our EL coordinator will be TESOL certified and always be WIDA certified to provide additional language strategies within the core academic programs. EL students in grades kindergarten through 12th grade at H.Y.P.E. Leadership Academy will be administered the ACCESS language proficiency assessment during the second semester of the school year, The ACCESS for EL students is given annually to monitor student's progress in acquiring English language proficiency in academic contexts. H.Y.P.E. Leadership Academy will administer ACCESS English Language Proficiency Assessments online. The results are used to make decisions about students' proficiency with English in academic contexts and to facilitate their language development. Student scores reflect proficiency levels ranging from Level 1 (entering) to Level 6 (reading). At that time students are exited from receiving English language support services. WIDA and ACCESS provide the required training for the successful administration of the WIDA screening and ACCESS English language proficiency assessments. Whenever possible the EL coordinator will also be TESOL-certified to provide more contextual English Language proficiency support.

Talented and Gifted: H.Y.P.E. will challenge students to learn to the maximum of their ability by offering advanced opportunities either within their general education setting or through advanced sections of classes for students identified as gifted in those subjects. Additionally, all students will receive differentiated instruction within the classroom, requiring work that challenges them to go deeper in their understanding, apply their knowledge and be creative in their work.

Students will be provided the Naglieri Nonverbal Ability Test (NNAT) in grades 3, 5, and 7 to monitor for gifted and talented services. Using a matrix, based on NNAT scores in appropriate grades, teacher recommendations, parent/guardian recommendations, self recommendations, standardized test historical scores, course overall scores, and other cognitive or standardized testing data students will be placed into one of 5 categories of Academically or Intellectually Gifted (AIG) categories.

Students will be placed in common cohorts for enrichment opportunities throughout the year, and will receive pull-out and push-in services provided by a licensed AIG teacher routinely. Using team recommendations, students will be provided individualized education plans to best meet their needs and enrichment requirements.

Kindergarten students will be identified through teacher recommendations using classroom data, and will enter into a talent discovery phase. These students will be provided enrichment opportunities in either a pull out or push in environment for a minimum of six weeks during their kindergarten school year. First and Second grade students will continue to participate in a Talent



Development program, or may enter into the Talent Development Program for enrichment opportunities with push in or pull our services for enrichment opportunities.

Students in high school will participate in advanced courses such as honors and AP coursework. Enrichment opportunities will be provided such as community service programs, public speaking opportunities, SEL skill sets, field trips, guest speakers, individualized advisement, interview and resume-writing skills, apprenticeships, and University visits.

Q177. What established community organizations would you target for marketing and recruitment?

First Health Partnership - James Leach partnership - Alberta's Fay/Rae Cares

10.6. Parent and Community Involvement

Q178. Describe how you will communicate with and engage parents and community members from the time that the school is approved through opening.



H.Y.P.E. Leadership Academy plans to communicate in local newspapers, through social media, such as Facebook and Instagram, and through community outreach such as information meetings, informational flyers/brochures left at local businesses, encouraging our partners to share information and H.Y.P.E. presences at local community events such as celebrations. H.Y.P.E. will advertise in The Fayetteville Observer as well as post public service announcements on social media, with a targeted population in and around Hoke County. H.Y.P.E. will enlist the cooperation of local family organizations such as the YMCA, Boys & Girls Club of Fayetteville, and The Fayetteville-Raeford Cares Mentoring Program to distribute our brochures and applications in English and Spanish, with translated materials provided as needed. Periodically throughout the year, H.Y.P.E. Leadership Academy will present information sessions at community-based organizations such as neighborhoods, churches, and service groups. H.Y.P.E. will also seek to recruit potential students through presentations and open houses to educate potential students and families about the school and application process. It is the goal of the school to target the growth areas near and around the expanding Hoke County and the I-295 construction, which will be completed during the summer of 2025. In a district with overcrowding such as at Hoke County High School and through the Fort Bragg community, a partnership with H.Y.P.E. Leadership Academy could prove to be beneficial for all parties involved.

Throughout 2024, the H.Y.P.E. Leadership Academy team will engage with the intention of information sharing within residential communities, commercial centers, churches, and local businesses to host presentations and allow questions to be asked to our Board and NC Educational Solutions. Different Communities that have centers already in Hoke County are Westgate, Turnberry, Bedford, and Blackhawk Landing.

A DRAFT timeline for the year of opening follows:

January 2025 - Open Enrollment begins for the 2025-26 school year.

February 2025 - Continue with community meetings that started in 2024, putting a special focus on grade levels that may lack enrollment at this time.

March 2025 - Lottery held for spaces for the 2025-26 school year.

April 2025 - Educational Occupancy received and tours begin around the building.

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June 2025 - Host a summer BBQ at the school for all interested parties.

July 2025 - Parent Meetings at the school to discuss FAQs, and the Mission/Vision, and give more information about H.Y.P.E.



August 2025 - Staff Report, Professional Development, and Open House

August 2025 - Opening

The network has already started to reach the community to begin building support for the school. The first place the board has started is within their own networks. The board has been sending information out to social media groups, talking to their constituents, and through community partnerships. In just a couple months, the small knowledge base is beginning to spread. The H.Y.P.E. Leadership Academy Board intends on hosting Town Hall community information meetings, contacting local businesses to bring awareness, partnerships, and provide information that can be handed out such as brochures and flyers. At an appropriate time, social media pages will be created along with a website, which will help communicate further. Lastly, as the Academy is establishing partnerships for curriculum organizations, as well as after school partnerships, sharing the information through our partners will be a natural flow of engagement.

Q179. Describe how you will engage parents in the life of the public charter school. Explain the plan for building engaging partnerships between the family and school that strengthen support for student learning.

One of the most important pieces to the success of a school is ensuring that parents, families, and the school community as a whole have a voice and are engaged. Most established schools have traditions, routines, celebrations, and connectivity already in place. That all starts somewhere and for H.Y.P.E. Leadership Academy, our families, students, staff, and community will play a large role in helping to create these. The H.Y.P.E. Board will provide opportunities for the entire school community to be able to be a part of the selection of the mascot and other naming and designing. Additionally, having families be a part of the feedback to determine what events and traditions we want to begin establishing will help them feel a belonging to the school and ultimately strengthen the support for learning. Because the educational program is unique, it will be important for us to provide learning opportunities for our families to be able to support the common language with students. Developing a "Parent University" that includes period training sessions on LiM, TLaC, understanding student data, helping students with homework, etc. will establish the partnership and school-to-home connection.

Q180. If already identified, describe any programs you will offer to parents and/or the community and how they may benefit students and support the school mission and vision.



H.Y.P.E. leadership Academy plans to provide a multitude of programs to help support students, parents, and the community that will in turn support the achievement of the school mission and vision. Extra-curricular activities are an important component to preparing students for college, work and life. Students need to learn how to manage time between school/work and other activities as well as learn to work with others and better themselves. H.Y.P.E Leadership Academy will offer a wide variety of after-school opportunities. The H.Y.P.E after school program will mainly be run and directed by H.Y.P.E full time teaching staff. Full-time teaching staff members are required to participate in this program the equivalent to one hour per week for the duration of the school year. When our staff members or student body cannot support certain extra-curricular programs H.Y.P.E will explore cooperative agreements with similar culture schools to increase the program benefits of our students. The offerings range from Academics, to Leadership Development, Health and Wellness, to Community Service. The range of offerings not only assists students in the development of life skills, but also assists H.Y.P.E in achieving the goals of the mission by supporting academic excellence, leadership, and health & wellness. By working to provide these programs through partnerships with the school, we will help develop leadership opportunities in community outreach driving our mission to create community activists. Lastly, during student activities, the H.Y.P.E team can work to provide training opportunities to our families about our programs such as Leader in Me, as well as understanding student data and helping them at home, to help strengthen our culture and reach our mission and vision.

10.7. Admissions Policy

Q181. Weighted Lottery Does your school plan to use a weighted lottery? The State Board of Education may approve an applicant's request to utilize a special weighted, or otherwise limited, lottery in certain circumstances. If the charter applicant wishes to deviate in any way from the open lottery normally utilized by charter schools, the following requirements must be met:

1. In no event may a lottery process illegally discriminate against a student on the basis of race, religion, ethnicity, gender, or disability.
2. A lottery process may not be based upon geographic boundaries, such as zip code or current public school attendance zones, unless the charter school is operated by a municipality OR the charter school was converted from a traditional public school. Municipal charter schools may give enrollment priority to domiciliaries of the municipality in which the school is located (G.S. 115C-218.45(f)(7)), and charter schools that were converted from traditional public schools shall give admission preference to students who reside within the former attendance area of the school (G.S. 115C-218.45(c)).



3. A lottery process that deviates from the standard lottery must be based upon the school's unique mission and must be based upon educationally, psychometrically, and legally sound practices, protocol, and research.

- Yes
- No

Q185. Provide the school's proposed policies and the procedures for admitting students to the proposed charter school, including:

1. Tentative dates for the open enrollment application period, enrollment deadlines and procedures. *Please be advised schools cannot accept applications until after final approval from the SBE.
2. Clear policies and procedures detailing the open enrollment lottery plan, including policies regarding statutory permitted student enrollment preferences.
3. Clear policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.
4. Explanation of the purpose of any pre-admission activities (if any) for students or parents.
5. Clear policies and procedures for student withdrawals and transfers.



H.Y.P.E. Leadership Academy Admission Policy

Enrollment:

As a charter school in the state of North Carolina, H.Y.P.E. Leadership Academy will be open to all pupils in grades K-12 (following the grade expansion plan) who are qualified for admission to a public school under the laws of the State of North Carolina and who reside within the state of North Carolina. It is expected that the majority of students will reside in Raeford or Fayetteville. The school will likely serve students from Hoke, Cumberland, and Moore Counties. Within one year after the charter school begins operation, the population of the school shall reasonably reflect the racial and ethnic composition of the special population that the school seeks to serve residing within the local school administrative unit in which the school is located.

H.Y.P.E. Leadership Academy will be open to all students entering the grades served by the school, subject to the provisions of the enrollment policy, with the only limit being the number of available seats. In administering the admission requirements set forth below, no admission decision shall discriminate against any student based on intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

In accordance with the law in the state of North Carolina, H.Y.P.E. Leadership Academy may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired (G.S. 115C-390.5 through 390.11) (Chapter 115, Article 27).

Upon final State Board of Education approval, the school will have an open enrollment period starting on or approximately mid-March of each year with a duration of **30 consecutive days**. After the first year, in the weeks prior to the open enrollment period, the school will conduct an "Intent to Return" period where current students will have the opportunity to claim their continuation for the upcoming school year. If the number of applicants exceeds the number of spots available, there will be an open and public lottery on a subsequent date, decided by the school. There will be written notice of the open lottery stating its purpose and it shall be posted, published, and advertised pursuant to NCGS 143-318.12.

Enrollment Preference:

After returning students are placed in their next grade, preference would be afforded to the following ordered categories of applicants:

1. Limited to no more than fifteen percent (10%) of the school's total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3):
 1. Children of the school's full-time employees



2. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students who have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 1. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1)).
 3. A student that was enrolled in another charter school in the State in the previous school year, which does not offer the student's next grade level.
 4. A student who was enrolled in another charter school in the State in the previous school year, which does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.
 5. A student who was enrolled in another charter school in the state in the previous school year.

Random Selection Drawing (RSD or Lottery):

1. The lottery will be held in a public forum and will be easily understood and followed by all observers.
2. The lottery will be held the week after the closing of the open enrollment period, at 5:00pm at the school.
3. To minimize the risk of bias, the school will utilize an independent 3rd party software to conduct the lottery.
 1. The school will utilize PowerSchool Enrollment for its lottery process.
 1. Students register through PowerSchool Enrollment.
 2. On the day of the lottery, students are assigned a code for their drawing
 3. The system will process all records randomly and place them in their grade level
 4. The system will continue processing until all applications from the lottery have filled out the seats and initial waitlist.
 4. If there are more Enrollment Preferences than spaces available, an enrollment preference lottery will be held prior to the general lottery. This process will mirror the general lottery.
 5. All remaining students whose applications were filed by the application deadline, known as open enrollment, and are not a part of enrollment preference, will be entered into the lottery.
 6. A drawing of names will then be held until all spaces are filled.
 7. Lottery procedures for siblings:
 1. If siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the siblings applying at the same time. If that surname of the siblings is selected, then all the siblings shall be admitted to the extent that space is available and does not exceed the grade level capacity.
 2. If multiple birth siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to



represent all the multiple birth siblings applying at the same time. If the surname of the multiple-birth siblings is selected, then all the multiple-birth siblings shall be admitted.

8. Once all seats for a grade are filled, any names drawn from that grade will be entered onto a waitlist in the order that they are drawn.

9. Parents will be notified of student acceptance or status on the wait list by email and phone call. Parents will have 72 hours to decide on acceptance and arrange pick up of the student's enrollment packet.

10. When an opening becomes available at a grade level, students will be admitted from the waitlist.

Transfer Policy

1. The parent/guardian should notify the school that the student is transferring to another school.

2. The parent/guardian should fill out a withdrawal form, which is kept at the reception desk, letting the school know the following:

- Address and Phone Number
- Date of Move/Transfer
- Name of the new school OR homeschooling information
- Reason(s) for withdrawal

3. Parent/Guardian is expected to:

- Return all school materials and textbooks
- Settle all outstanding debts
- Collect all personal items
- Turn in the withdrawal request form

4. Parent/Guardian can request an exit interview/meeting with administration to discuss concerns, if applicable. Administration may request an exit interview/meeting with parent/guardian, but they are not required to oblige.

* If the H.Y.P.E. receives a records request from a new school, the School will contact the student's parent/guardian to inquire about the situation if this process is not completed as stated.

10.8. Certify

Q186. **This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- Yes
- No



Q187.Explanation (optional):

We have utilized The Romine Group's other NC school, The Capitol Encore Academy, as the basis for already approved policies and procedures, such as the Enrollment Policy, Demographic Mirroring Plan, and other state-approved documents and General Statutes.



11. Operations

11.1. Transportation Plan

Q188. Describe in detail the transportation plan that will ensure that no child is denied access to the school due to lack of transportation. Include budgetary assumptions and the impact of transportation on the overall budget. The details of this plan should align with the mission, identified need for the charter school, targeted student population, and the budget proposal. If you plan to provide transportation, include the following:

1. Describe the plan for oversight of transportation options (e.g., whether the school will provide its own transportation, contract out for transportation, attempt to contract with a district, or a combination thereof) and who on the staff will provide this daily oversight.
2. Describe how the school will transport students with special transportation needs and how that will impact your budget.
3. Describe how the school will ensure compliance with state and federal laws and regulations related to transportation services



H.Y.P.E. Leadership Academy will not allow transportation to be a barrier to any child attending the school. While we do expect that most parents/guardians will provide transportation for their children, when this is not feasible, the school will contract transportation services or make alternative arrangements for students in need of transportation.

The impact on the budget will be less costly with a contracted service than having bussing and personnel on-site. The school plans on having a separate budget line for transportation yearly to cover the potential costs of the contract that is put in place. Once the school is eligible to apply for Transportation Funding through CCIP, it plans on applying yearly to help cover any of the costs that can arise. This is not included in any revenue projections.

Through our enrollment process, we will be able to identify students who are experiencing homelessness as defined by McKinney Vento and ensure that they may attend the school through the provision of free transportation. Every year, H.Y.P.E. will have a line in the budget set aside for MV students that will be able to cover the costs of transportation, supplies, and any additional needs that arise. The school guidance counselor will be monitoring the overall plan as well as confirming the school is in compliance with state and federal laws for McKinney-Vento.

To ensure compliance with state and federal laws related to transportation, the Principal will be responsible for the program during year one. Starting in year two, the Assistant Principal will be required to ensure the same compliance.

11.2. School Lunch Plan

Q189. Describe in detail the school lunch plan that will ensure that no child is lacking a daily meal. The details of this plan should align with the targeted student population and school budget proposal. If the school intends to participate in the National School Lunch Program, include the following components in the response:

- 1. How the school will comply with applicable local, state, and federal guidelines and regulations;**
- 2. Any plans to meet the needs of low-income students; and**
- 3. Include how the school intends to collect free- and reduced-price lunch information from qualified families. If a school intends to participate in the Community Eligibility Provision, describe the methodology the school will use to determine eligibility.**



H.Y.P.E. Leadership Academy will participate in the National School Lunch Program as well as the School Breakfast Program through the USDA. This means that any child at H.Y.P.E. Leadership Academy may purchase a meal through the school. There will also be meals priced at Reduced (.30/breakfast and .40/lunch) as well as Free for students who qualify based on their household income and eligibility statistics. For the meal program, H.Y.P.E. Leadership Academy will contract with a food service provider to supply the food for the program. The FSP will adhere to the full dietary guidelines and requirements laid forth by the USDA.

H.Y.P.E. will comply with all applicable guidelines and regulations by developing well-thought-out Policies and Procedures for the school nutrition department. These policies will include:

1. A Charge Policy
2. A Cash Management Policy
3. A Competitive Foods Policy
4. Civil Rights Grievance Procedure
5. Meal Counting and Claiming Procedure
6. Non-Domestic Foods Approval Procedure
7. Local Wellness Policy
8. Free/Reduced Meals Price Policy
9. Edit Check Procedure
10. Verification Plan and Procedure
11. Student Discipline Policy
12. Procurement Plan
13. Second Party/Independent Review Policy
14. Chain of Command Policy
15. Unique Mealtime Needs and Special Diet Policy

These policies will be crafted by reaching out to local and state-level directors and using different professional developments for School Nutrition.

The school intends to collect free- and reduced-price lunch information in multiple ways. First, through a partnership with either LINQ or TITAN and their School Nutrition software that allows applications to be submitted through the internet. Second, there will be an approved paper application that parents can fill out. If the Free/Reduced population qualifies the school for the Community Eligibility Provision, the school plans to accept this delegation. The school will use a Nutrition Director to determine eligibility through income, Direct Certification, and any other allowable means per USDA law.



Applicant Evidence :


DRAFT - Catering Co...

Uploaded on **4/25/2023**
by **Joe Salisbury**

11.3. Civil Liability and Insurance


The Nonprofit shall name the SBE as an Additional Named Insured to their liability coverage for operation of a charter school while obtaining and maintaining insurance at a minimum in the following amounts:

1. Errors and Omissions: one million dollars (\$1,000,000) per occurrence;
2. General Liability: one million dollars (\$1,000,000) per occurrence;
3. Property Insurance: For owned building and contents, including boiler and machinery coverage, if owned;
4. Crime Coverage: no less than two hundred fifty thousand dollars (\$250,000) to cover employee theft and dishonesty;
5. Automobile Liability: one million dollars (\$1,000,000) per occurrence; and
6. Workers' Compensation: as specified by Chapter 97 of NC General Statute, Workers' Compensation Law

Q190. Complete the attached table, indicating the amount of each type of coverage as outlined in a quote obtained from an insurance provider.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 10

Resources


Insurance Coverage ...



Applicant Evidence :


HYPE - Insurance Co...

Uploaded on **4/27/2023**
by **Joe Salisbury**


Q191. Attach Appendix L: Insurance Quotes

• The applicant must provide a quote from an insurance provider as part of this application (as Appendix L) to demonstrate the levels of insurance coverage and projected cost.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

Total Files Count: 5

Applicant Evidence :


HYPE-QTE.pdf

Uploaded on **4/27/2023**
by **Joe Salisbury**

11.4. Health and Safety Requirements

All public charter schools are required to follow the regulations regarding health and safety as stated in G.S. 115C 218.75.

Q192. We, the Board members will develop a written safety plan and policies to be shared with staff, parents, and students and be available upon inspection from the Department of Public Instruction and local Health Departments. The Board Chair must sign this question.

Signature



Alberta Lampkins

11.5. Start-Up Plan

Q193. Provide a detailed start-up plan for the proposed school, specifying tasks, timelines, and responsible individuals (including compensation for those individuals, if applicable).

Please see the attachment for the start-up plan.

Applicant Comments :

There are no start-up costs in this plan that the school is paying. NC Educational Solutions is handling this.

Applicant Evidence :



H.Y.P.E. Leadership ...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q194. Describe what the board anticipates will be the challenges of starting a new school and how it expects to address these challenges. Submit a Start-up (Year 0) Budget as Appendix O, if applicable.

The biggest issue is always funding. Having partners, like NC Educational Solutions, in place prior to starting will help get us moving in the right direction. The other is the staffing of high-quality people. When you start a new school, it's always hard to attract staff willing to be a part of something new.

11.6. Facility

Note that the SBE may approve a charter school prior to the school's obtaining a facility;



however, students may not attend school and no funds will be allocated until the school has obtained a valid Certificate of Occupancy for Educational use to the Office of Charter Schools.

Q195. What is your plan to obtain a building? Identify specific steps the board will take to acquire a facility and obtain the Educational Certificate of Occupancy. Present a timeline with reasonable assumptions for facility selection, requisition, state fire marshal and health inspections, and occupation.

In the spring of 2024, The Romine Group will secure the land and begin contracting out the construction of the facility. In February 2024, architect/engineering services will be contracted to design the building and submit it to local and state authorities for permitting. Approval would be expected 6-8 weeks from submittal. Construction will be completed within a 12-month timeframe after approval is received, and inspections and a final Certificate of Occupancy will be completed within an additional 4 weeks. This timeline will provide enough time for unforeseen issues to be resolved while giving the schools several months of occupancy prior to the start of school. The Romine Group has overseen and been involved in a multitude of land acquisition and construction projects over the last 20 years, and as recently as 2022 in North Carolina.

Currently, there are three pieces of land The Romine Group is looking at to purchase, 6415 Fayetteville Rd, Raeford, NC 28376, Fayetteville/Johnson Mill Rd, Raeford, NC 28376, and HWY 401/1303 Fayetteville Rd, Raeford, NC 28376. All three properties have a minimum of 6 acres available.

Q196. Describe the school's facility needs based on the educational program and projected enrollment, including: number of classrooms, square footage per classroom, classroom types, common areas, overall square footage, and amenities. Discuss both short-term and long-term facility plans. Demonstrate that the estimate included in your budget is reasonable.

H.Y.P.E. Leadership Academy will lease a facility situated on approximately 6 acres on Raeford/Fayetteville Rd in Raeford that will house the school facilities. The site developer and general contractor, partnered with The Romine Group's guidance, will construct an approximately 40,000-square-foot facility. The facility will be designed to support the mission and vision of the school. This will include approximately 35 classrooms at 700 sq ft for core, elective, leadership instruction, MTSS, and EC services. It will also include administrative offices, a workroom/breakroom for staff, the required restrooms, storage areas, a gymnasium, and a kitchen with a cafe.



Q197. Describe school facility needs, including: science labs, art room, computer labs, library/media center, performance/dance room, gymnasium and athletic facilities, auditorium, main office and satellite offices, workroom/copy room, supplies/storage, teacher workrooms, and other spaces.

The facilities will require approximately 35 total classrooms to cover core classes and electives. There will also be offices for EC, MTSS, and administration. Other spaces include a staff workroom/breakroom, restrooms, storage areas for janitorial, technology, and other supplies, and a kitchen with a cafe/gym combination.

Q198. What is the breakdown of cost per square foot for the proposed facility? Outline how this cost is comparable to the commercial and educational spaces for the proposed school location.

The anticipated cost per square foot will range somewhere between \$250-\$280 depending on finishes and building design. This figure is roughly \$30-\$50 dollars higher than construction completed in 2022. Depending on market conditions and trends these figures may decrease. Recent trends in trades and material costs indicate that a reduction in cost is somewhat likely. These costs were confirmed by the general contractor that The Romine Group has used on previous projects in North Carolina.

Q199. Facility Contingency Plan: Describe the method of finding a facility if the one the board has identified will not be ready by the time the public charter school will be opening. Include information regarding the immediate spatial needs of the school and identify any programs that will not be immediately offered because a permanent facility has yet to open.



While we fully expect to have the school completed on time and on budget, unforeseen circumstances can arise. The H.Y.P.E. Leadership Board of Directors has a drafted MOU in place with Mt. Pisgah Church to rent their community space:

The M. Rouse Community Center


393 Pittman Grove Rd

Raeford, NC, 28376


at the fair market square footage amount, designated in the summer of 2025. This MOU will be signed by both parties if the Charter School application is approved, to have the contingency plan in place.

The M. Rouse Community Center is a 17,000-square-foot facility that has availability Monday through Friday from 7:00am until 4:00pm. The community center would allow for all the initial classes in year one to operate as close to normal as possible. The center has a space available for electives, including a space for gym classes.

Applicant Evidence :



MOU H.Y.P.E. and Mt...



Property Record - M ...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

Q200. Describe the board’s capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

The board plans on partnering with The Romine Group, TRG, for the build-out of H.Y.P.E. Leadership Academy. TRG has successfully built 20 new school facilities and works directly with general contractors, making sure the project stays on time and on budget. Most recently, TRG helped The Capitol Encore Academy purchase and renovate a new building to be used as its high school facility. The project was completed in June of 2022 for an opening in the fall of 2022. They helped secure municipal bonds to cover the costs of those projects.

11.7. Certify

Q201. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.



- Yes
- No

Q202.Explanation (optional):



12. Financial Plan

12.1. Charter School Budget


All budgets should balance indicating strong budgetary skills. Any negative fund balances will, more than likely, generate additional questions by those evaluating the application. If the applicant is depending on other funding sources or working capital to balance the operating budget, please provide documentation such as signed statements from donors, foundations, bank documents, etc., on the commitment of these funds. If these figures are loans, the repayment needs to be explained in the narrative and found within the budget projections.


Q203. **If applicable, attach as Appendix M: Revenue Assurances. Assurances are needed to confirm the commitment of any additional sources of revenue.**

The *Other Funds* Revenue line is USDA reimbursement. The spreadsheet used to generate a conservative calculation is attached. We took a very conservative effort based on both Hoke County's monthly numbers along with The Capitol Encore Academy's monthly numbers to generate a revenue line that we feel is very conservative in nature. We also do not consider the annual increase with the USDA for per-meal reimbursement. All the numbers are generated on the 2022-2023 reimbursement rate, without increasing the reimbursement rate, to keep the calculation conservative.

The *Working Capital* is a loan that is drafted and in place with The Romine Group to borrow \$500,000 for FF&E costs to help offset the shortcomings in the Year 1 and 2 budget. Attached is the drafted contract, which shows the loan of \$500,000 over 5 years at 8% interest. Payments will not begin on the loan until the third year of the school, in 2027.

Applicant Evidence :


TRG HYPE ltr.pdf


HYPE - School Nutriti...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **3/21/2023**
by **Joe Salisbury**

Q204. **Attach as Appendix N: Proposed Budget for Year 1 through Year 5 [Click here to access and download the Budget Template.](https://www.dpi.nc.gov/copy-charter-access-and-download-the-Budget-Template)** ([https://www.dpi.nc.gov/copy-charter-](https://www.dpi.nc.gov/copy-charter-access-and-download-the-Budget-Template)



[application-budget-template-012023xlsx/download?attachment\)](#)


Upload Required File Type: pdf, image, excel, word, text Max File Size: 30


Total Files Count: 5

Applicant Comments :

There are two attachments. The first is the charter school downloaded budget template from DPI. The second attachment is the budget that NC Educational Solutions uses for its budgetary tracking. The budgets reflect each other with approximately 3% differences due to minor calculation differences on each as well as added Full Pay Nutrition Income to balance the nutrition budget on the H.Y.P.E. budget projections.

Applicant Evidence :


HYPE - FY26-30.xlsx


Charter Application ...

Uploaded on **4/27/2023**
by **Joe Salisbury**

Uploaded on **4/27/2023**
by **Joe Salisbury**

12.2. Budget Narrative

Please include additional information that explains the assumptions used in the 5-year budget.

Q205.[How was the student enrollment number projected?](#)



The student enrollment number was projected through a combination of responses to our parent interest survey, Hoke County residential growth, and expansion of businesses and development within the county. According to NCOSBM, Hoke County's population in 2020 was 52,0077. By 2030, the population is expected to increase to 58,032, an increase of 12% over ten years. This has been the trend in Hoke County over the past two decades.

After speaking with the past two County Zoning and Planning Commissioners, Hoke County is slated to add 4,368 new dwellings over 2,461 lots in the next five years. In 2022, First Health Regional Hospital was approved to expand its Hoke County location's Emergency Department by an additional 23 beds, which will create additional job opportunities within Hoke County. Also, being adjacent to Fort Bragg and its military population, there have been expansions from federal projects, such as the new CORE Innovation Center at the Womack Army Medical Center, which continues to benefit the counties surrounding the massive base. The growth is further supported by the near completion of the I-295 bypass which provides greater connectivity between Hoke County, Fort Bragg, and the I-95 corridor. According to the Bureau of Labor and Statistics, Hoke County has seen a 7.36% increase in employment within the county since 2020 with an increase of 4.94% since the start of 2022. In April of 2023, Hoke County opened the James Leach Aquatic Center as well, which will bring more people from out of the county for work.

The closest elementary schools to our location are Scurlock Elementary, Don Stead Elementary, and Upchurch Elementary, which have a total population of 1,870 students at this time. We also expect with the I-295 expansion and the First Health Hoke Expansion there will be an increase in commuters to the area, which will allow us to receive Cumberland County Students as well.

Q206. Provide an explanation as to why you believe there is a demand for the school that will meet this enrollment projection.



H.Y.P.E. Leadership Academy believes there are several reasons why there is a demand for the school supporting the attached enrollment projection. Growth of the local community, performance of schools, and the unique model of the school's program are three reasons. In the attached needs assessment of Hoke county, you will find information related to large infrastructure expansions, which include both access to the area for employees, as well as residential. In addition to the demographic data for Hoke county, educational data shows that some struggling students may benefit from an alternate choice in education for their individual challenges in current educational models offered or to the unique model of programming. The evidence explained below expresses how legislative purposes for charter schools 3, 4, and 5 are the best both fill a need in Hoke County and why H.Y.P.E. Leadership Academy believes not only would it fulfill its mission and vision, but that is there a demand that support the enrollment projection.

Purpose 3: Provide Parents and Students with Expanded Choices in Educational

Opportunities: H.Y.P.E. Leadership Academy's mission is to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership. Students at H.Y.P.E. Leadership Academy will choose a selected career pathway in business, health and wellness, or college preparatory, embodying our four pillars to guide them: Respect, Responsibility, Resourcefulness, and Resilience to become a servant leader. Our students and teachers will provide the surrounding community with a quality educational choice that will produce leaders who are disciplined to work towards the future in their selected pathway. Incorporating the Leader in Me instructional model sets H.Y.P.E. Leadership Academy apart from the surrounding schools, with the nearest school in North Carolina twenty miles north and the nearest school in South Carolina forty miles south. With the very limited schools available with a focus on leadership and the use of the Leader in Me curriculum, H.Y.P.E. Leadership Academy provides an expanded educational choice that meets the needs of effective student learning, embraces a culture of leadership and community responsibility, and provides the community with the support and outreach that has been unavailable.


Purpose 4 Improving Student Learning: The design of H.Y.P.E. Leadership Academy naturally lends itself to the learning of all students by incorporating curriculum resources that have been utilized with populations similar to our targeted population with high success rates. H.Y.P.E. Leadership Academy will incorporate the Leader in Me (LiM) model, the Teach Like a Champion Techniques, and HMH Anywhere curriculum. Nation-wide, schools have begun adopting the Leader In Me whole-school-based program and have demonstrated that the use of the holistic, schoolwide experience with a common language and culture has improved student academic performance while significantly decreasing reports of behavioral problems. These schools have demonstrated an average 5% growth of students who achieve a score of 3 or higher on the End of Grade Math Exam (at or above grade level), 5% more students are promoted to grade 4 compared to prior to incorporating the Leader In Me implementation, Attendance on average increases by 1%, teacher turnover rates typically decrease by 3%. In addition, the HMH Anywhere curriculum is a world-wide




integrated curriculum that focuses on real-world applications across disciplines. Exemplar Schools Using HMH Anywhere Curriculum report a more thorough blend from benchmark, unit assessments, and end-of-grade reporting, have a more complete understanding of 21st century blended learning as incorporated in many North Carolina Post-Secondary Education, and is currently servicing more than 50 million students and 3 million educators in 150 countries. H.Y.P.E. Leadership Academy teachers will incorporate Teach Like a Champion techniques within their daily instruction to utilize research-based best-practices that have been shown to decrease behaviors, increase engagement, and empower students to be self-advocates for their own learning. Founder of TLAC, Doug LaMov, promotes the structured environment of TLAC techniques stating that to create the highest-quality learning environment for young learners, the learning environment needs to be actively and intentionally shaped by the teacher, which is the focus behind the techniques.

Purpose 5 Increasing Learning Opportunities for All Students: Students at H.Y.P.E. Leadership Academy will receive differentiated instruction both within and outside of the classroom through incorporation of the LiM model and incorporation of the Multi Tiered System of Supports (MTSS). The LiM lessons not only teach students a common language and thought process surrounding the concepts of leadership, but empowers students to find a problem in their community, design possible solutions, and then share those solutions with their community. Through this process, students are provided time each day within differentiated cluster groups with a teacher facilitator to work at their own comfort levels on projects. Within H.Y.P.E. Leadership Academy, MTSS Tier I interventions address the needs of all students through the common curriculum components of LiM, TLAC, and HMH Anywhere. Tier II interventions occur in the classrooms through small group differentiated instruction with the push ins of MTSS, AIG, ELL, or EC specialists. Tier III interventions occur outside of the classroom in either small groups or 1:1 with the MTSS, AIG, ELL, or EC specialist. In this way, every student receives the level of instruction they are able to be successful at, while maintaining a constant movement with the NC Standard Course of Study.

Applicant Evidence :



Enrollment Informat...



Educational Need in ...



Initial Family_Comm...

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Uploaded on **4/28/2023**
by **Angela Gilbert**

Q207.[Provide the break-even point of student enrollment.](#)



While finances can fluctuate, we feel we can take roughly a 10% loss and reach a break-even point. This is due to the contracts in place with NC Educational Systems and The Romine Group, which reflect overall enrollment numbers in their management fees and building lease. It allows the school to be solvent. The break-even numbers for each school year are as follows:

FY26 - 285 grades K-5

FY27 - 350 grades K-6

FY28 - 415 grades K-7

FY29 - 482 grades K-8

FY30 - 550 grades K-9

It is important to note that H.Y.P.E. expects to receive supplemental federal funds that will reduce some of the pressure should enrollment drop below-anticipated enrollment. These funds include PRC 060 (IDEA) Funds, PRC 050 (Title I) Funds, PRC 103 (Title II) Funds, PRC 108 (Title IV) Funds, PRC 016 (Summer Reading) Funds, and School Lunch reimbursements through the USDA.

Q208. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.

The school's largest expense is staffing which would be reduced if student enrollment and thus need is lower than anticipated. Facility rental and CMO expenses are based upon a percentage that will fluctuate with enrollment providing expense ratios that will provide for a healthy school operation. With the ability to reduce staff and have contract prices reduced yearly, H.Y.P.E will be set up to have success even with reduced enrollment.

Q209. Does the budget rely on sources of funds other than state, county, and federal (e.g., loans, donations, etc.)? If so, please provide the source and amount. Also, describe any committed contributions and in-kind donations of goods or services to be received by the charter school that will assist in evaluating the financial viability of the school. Clearly indicate between those grants or in-kind donations which have already been firmly committed and those the board is planning to pursue. Be sure that the appropriate assurances documentation is provided in the appendices.

The only non-governmental source of funds included in the budget is a start-up loan intended to fund technology, furniture, and other FF&E costs from The Romine Group. The start-up loan will be in the amount of \$500,000, repayment will begin in year 3 of the school's operation. Terms for the loan will be 8% amortized over 5 years. Attached is the drafted contract.



Q210. Provide the student to teacher ratio that the budget is built on.

The budget is built on a ratio of 1:20 for KG - 3rd and 1:25 for Grades 4th - 8th.

Q211. Describe the board's individual and collective qualifications and capacity for implementing the financial plan successfully.

The Board is comprised of individuals who have professional experience in directing nonprofits, management of a CPA firm, military data analysis, military public affairs, professor of business, and practicing law. Collectively they have the experience and skill set to oversee the implementation of the financial plan, to hold the CMO accountable for financial decisions, and to monitor growth towards established financial goals.

Q212. Describe how one or more high needs students with disabilities might affect the budget and your plan to meet student needs that might be more than anticipated.

The budget was built with the assumption that the school would have some high needs students with disabilities. The budget includes resources and staffing to support some students with high levels of needs. There are still opportunities for growth if the full range of programs, related services, and transportation are not enough. A sufficient fund balance has been established to absorb some added costs. That number would be impacted, but the Board believes that with the resources and finances allocated it may reduce the fund balance remaining at year end, but shouldn't take the entirety.

Q213. If there is a plan to outsource any or all financial management areas such as payroll, benefits, audits, fundraising, accounting, etc., provide a statement on how the vendors will be selected and how the board will oversee their activities to ensure fidelity and compliance.



Yes. H.Y.P.E. Leadership Academy intends to outsource financial management to its selected CMO. Financial auditors will be selected by the Board through their collective knowledge of potential auditors.

The board will monitor financial status through monthly financial reports provided by the CMO which will include, but is not limited to:

1. A Balance Sheet
2. A Monthly Check Register
3. An Aging Accounts Payable Report
4. A Federal Dollars Spent Report
5. A Budget Analysis Report - This will include actuals compared to projected numbers

These reports will allow the board to make decisions based on current financial status, trends, and growth towards financial markers and goals. These reports and financial activities will be audited by whichever independent financial auditor the Board contracts with. Audit reports will be presented to the Board and uploaded into Epicenter for review by the State Board of Education.

Q214. Does the school intend to contract for services such as student accounting and financial services, exceptional children instructional support, custodial, etc? Describe the criteria and procedures for the selection of contractors and large purchases.


The school intends to contract with a janitorial company as well as a food service provider, which will be based on a Request For Proposals in each area. We will also reach out for supplemental EC services, such as Speech Therapy, Occupational Therapy, Psychology, and Physical Therapy. Attached is a draft RFP for Janitorial Services as well as for the food service provider.


While contract cost will be the major factor, other factors that will be considered for evaluating bids are the ability and skill, reputation and appearance, and past work history of the bidder. The school will enter into a contract with the bidder that they feel most confident will satisfy all of their requirements. H.Y.P.E. will also have a procurement plan in place for large purchases that will require a minimum of three quotes. This will ensure the school is receiving the best possible price on the purchase.


See attached Procurement Plan and potential Contract Requests.



Applicant Evidence :


DRAFT - Catering Co...


Draft - HYPE Janitori...


HYPE - Draft Procure...

Uploaded on **4/17/2023**
by **Joe Salisbury**

Uploaded on **4/17/2023**
by **Joe Salisbury**

Uploaded on **4/25/2023**
by **Joe Salisbury**

Q215.Explain how the budget aligns with the school's mission, curricular offerings, transportation plans, and facility needs.

The school budget has been developed with great care and consideration for the unique qualities the Board of Directors wishes to realize with regard to the mission and vision of H.Y.P.E. Leadership Academy. The specialized programming necessary to develop the leadership program through Stephen Covey's Leader in Me 7 Habits of Highly Effective People coupled with the 63 teaching techniques of Doug LaMov's Teach Like a Champion to support effective and engaging teaching and learning, have been made a priority in the development of the budget. As primary tools to carry out the mission, it is critical that the staff are able to participate in adequate training and coaching. Additionally, with the design of the career pathways to include entrepreneurship, health and wellness, and college preparatory, adequate staffing becomes essential. Lastly, the resources and facility with the ability to expand in as the school grows into high school will be of great importance. The H.Y.P.E. Leadership Board of Directors understands that in order to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership, adequate funding and allocation of resources is necessary and they have employed that understanding.

Q216.What percentage of expenditures will be the school's goal for a general fund balance? Describe how the school will develop the fund balance.

The Board will establish a goal by year 5 of operation to establish a fund balance between 12%-15%. From there the goal would be to increase that fund balance by roughly 2% until a balance of 20% has been reached. Moving forward the goal will be to maintain that 20% fund balance. These balances will be reached through sound financial practices, multi-year budgeting and forecasting, and creative solutions to long-term financial needs.

Q217.Provide a description of proposed financing structure. Include financing of facilities, other asset financing, and leases.



The Romine Group will secure, fund and finance the construction of the school facility. The Romine Group will then lease the completed facility back to HYPE at a rate of 11% of state and local funds. After year 5 of operation it is anticipated that HYPE will purchase the existing building and likely expand that facility footprint through the sale of municipal bonds. Additionally, The Romine Group will provide HYPE with a \$500,000 start up loan intended to provide funding for FF&E needs. The repayment of that start up loan will begin in year 3 of operation and will be amortized over a 5 year span at 8%.

Q218. Will the school have assets from other sources (e.g. building, furniture, chairs, computers, etc.)? If yes, please provide a list. Note which are secured and which are anticipated, and include evidence of commitment for any assets on which the school's core operation depends.

The school will not have assets from outside sources as it plans to take a \$500,000 loan from The Romine Group to purchase its own furniture.

12.3. Financial Compliance

Q219. How will the school ensure adequate internal controls, including segregation of duties, safeguarding of assets, accurate and adequate record keeping?

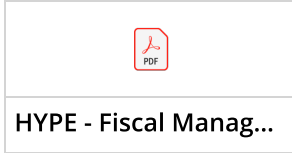
The school is taking multiple measures to ensure adequate internal controls.

1. The school will hire a Third-Party Accounting Firm to help with oversight as well as adequate tracking.
2. There will be no school credit card. The school will only use Purchase Orders/Checks for invoices.
3. Purchase Orders are scanned and saved each month.
4. Purchase Orders are stamped once paid to show proof of payment.
5. Dual signatures on all Purchase Orders - Business Manager and Superintendent, or Board Member.
6. There is no official check signer in the school - Designated Board member(s) must sign off on checks.
7. Records are kept behind a double-locked door with minimal access.
8. A safe is maintained in the Business office with limited controllers.
9. Yearly Audits are performed by the selected third-party audit firm.
10. Monthly Financials will be presented by the school to the board for review to confirm monthly accounting is correct.

Attached are the board-approved Fiscal Management Procedures.



Applicant Evidence :



Uploaded on **4/17/2023**
by **Joe Salisbury**

Q220. Provide any known or possible related party transactions (relationship, description of transaction, and estimated dollars involved).

There would be no related party transactions.

Q221. Provide the name of the firm approved by the NC Local Government Commission (LGC) that will conduct the audit. Include the complete mailing address, telephone number, and fax number. If a firm has yet to be identified, please list the firms the board has investigated.

Sharpe Patel PLLC

5510 Six Forks Road, Suite 140

Raleigh, NC 27609

e) jay@sharpepatelcpa.com (mailto:jay@sharpepatelcpa.com)

w) www.sp.cpa (http://www.sp.cpa)

p) (919) 424-1976

12.4. Certify

Q222. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- Yes
- No

Q223. Explanation (optional):



2023 NC CHARTER APPLICATION
NC Public Charters





13. Other Forms

Q224. Sign the attached Charter School Required Signature Certification document and upload it as a PDF or image file.

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

Applicant Comments :

Please note that this information was discussed via Zoom at the 4/25/23 board meeting. The meeting agenda and meeting notes have been uploaded as evidence on Q225. in section 14 as this section will only allow one upload.

Resources



Charter School Requ...

Applicant Evidence :



HYPE Signature Page...

Uploaded on **4/28/2023**

by **Joe Salisbury**





14. Third-party Application Preparation

Q225. Was this application prepared with the assistance of a third-party person or group?

- Yes
 No

Applicant Evidence :

	
HYPE - Board Minute...	HYPE - Board Meetin...

Uploaded on **4/28/2023** by **Joe Salisbury** Uploaded on **4/28/2023** by **Joe Salisbury**

Q226. Give the name of the third-party person or group:

NC Educational Solutions - 7877 Stead Rd, Utica, MI 48317

Representatives: Joe Salisbury, Angela Gilbert, Dr. Kendra Whitney, Jimia Brantley, William Kneer, Gerard Falls

Q227. Fees provided to the third-party person or group:

\$0.00 - No Charge



15. Application Fee

Pursuant to G.S. 115C-218.1(c) the charter school applicant must submit a \$1000 application fee to the Office of Charter Schools. The applicant must submit their application fee by **April 28, 2023, at 5:00 pm EDT** for Fast Track and Accelerated applications, and **April 28, 2023, at 5:00 pm EDT** for traditional timeline applications. Payments will be accepted in the form of a certified check. Cash is not accepted.

Q228.*Application Note: The applicant must mail the certified check along with the Application Fee Payment Form (see the resources for this question) before or on the due date of April 28, 2023, at 5:00 pm EDT for Fast Track and Accelerated applicants, and April 28, 2023, at 5:00 pm EDT for traditional timeline applicants. Failure to submit payment by the stipulated timeline to the Office of Charter Schools will deem the application incomplete. Payments should be made payable to the North Carolina Department of Public Instruction: North Carolina Department of Public Instruction Office of Charter Schools 6307 Mail Service Center Raleigh, NC 27699-6307

I understand

Resources



2023 Payment Form ...

Applicant Evidence :



Proof Of Payment - ...

Uploaded on **4/27/2023**
by **Joe Salisbury**





16. Signature page


Q229. Fill out the attached resource and get it signed and notarized. Then upload as a PDF or image file.

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

Resources


Signature Page.docx

Applicant Evidence :


Notatized Submissio...

Uploaded on **4/28/2023**
by **Joe Salisbury**

Q230. Please digitally sign your application here
Signature



Final Status



Reject Approve

Approver Comments

Email Address	Do you think Raefor	Please select the choice	What type of community is it?	What types of extracurricular activities would make a school better?	How important is it for you?	How interested would you be?	How likely would you be to apply?	Please list any other comments or suggestions you may have!
nefetitie@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
tjraddr@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
rogerpaschall@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Athletics	Academic Excellence, Ath	Very important	Very interested	Very likely		
hoodrosalyn@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
jaleesayoung07@gmail.com	Yes	College/Advanced Education, Athletics	Athletics, Mentoring	Academic Excellence	Very important	Very interested	Very likely	
teyley21@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
terrence.a.alston@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
staceyhayes630@outlook.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
cmims2004@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely		
melissarollizo@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
roafbrandon20@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
markblessed1@aol.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Leadership Development, Very important	Very interested	Very likely			
sophisticatedboss86@gmail.com	Yes	Career Exploration, Athletics	Jobs Skills Training, Athle	Academic Excellence, Ath	Somewhat important	Very interested	Very likely	
dmhookerck@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
Msw2019@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mitchell30nc@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely			
kimerie5@yahoo.com	Yes	Career Exploration, College, Athletics	Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely		
dpacker24@yahoo.com	Yes	Leadership Development, Athletics, Mentorship	Jobs Skills Training, Athle	Academic Excellence, Prof	Very important	Very interested	Very likely	
vallery34@aol.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Somewhat interested	Very likely			
skindle424@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
stwick1270@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Neutral	Very likely			
missbitrlysvt@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mccain0119@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
ireact24@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Somewhat likely		
thomastyronea@gmail.com	Yes	College/Advanced Education, Athletics, Mentorship	Jobs Skills Training, Athle	Academic Excellence, Ath	Very important	Very interested	Somewhat likely	
katanyafoust@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
camilleleeverett@ccs.k12.nc.us	Yes	Career Exploration, College, Community Service, Ment	Jobs Skills Training, Athle	Academic Excellence, Le	Somewhat important	Very interested	Very likely	
technic15075@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Athle	Academic Excellence, Le	Very important	Very interested	Very likely		
zakiracruz@ccs.k12.nc.us	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
akilar1713@gmail.com	Yes	Leadership Development, Community Service, Ment	Athletics	Academic Excellence	Very important	Very interested	Very likely	
aleahjackson@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Somewhat important	Very interested	Very likely			
bcolonk@gmail.com	Yes	College/Advanced Education, Leadership Opportunities, Jobs Skills Training, Athle	Athletic Excellence	Very important	Very interested	Very likely		
mkindle343@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
tynettawilson0809@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Neutral			
trewms611@gmail.com	No	Leadership Development, Athletics	Jobs Skills Training, Athle	Academic Excellence, Ath	Very important	Somewhat interested	Somewhat likely	
woody9331@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Athle	Academic Excellence, Le	Somewhat important	Very interested	Somewhat likely		
joestek54@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
danluv2000@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Somewhat interested	Neutral			
sosweet1030@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
tenikabrantley1@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
mdillon1874@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			
rrjkalam@gmail.com	Yes	Career Exploration, Character, Community Service, Athle	Jobs Skills Training, Athle	Academic Excellence, Ext	Somewhat important	Somewhat interested	Somewhat likely	As this would be a public school, how is discipline handled? Is the school allowed to deny admission to students with behavioral problems? Are students with special needs accepted? How many students with special needs would be in each classroom (ratios)? What would the class size at each grade level (elementary, middle, high)?
laurieann.stevens12@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Neutral	Somewhat interested	Somewhat likely			
mandimaclean@yahoo.com	Yes	Character Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important	Very interested	Very likely			I already drive my child 45 minutes one way to STARS and would love a great charter school more local.
tarynshelton3636@gmail.com	Yes	Career Exploration, Character, Community Service, Ment	Jobs Skills Training, Ment	Academic Excellence, Le	Somewhat important	Very interested	Very likely	We have several students who identify LGBTQ+ and suffer bullying at their home schools. Teachers are also harsh and passively aggressive towards under-performing students. (This is coming from an educator who has seen it first hand.) I would like to see a school that better cares for and supports students who struggle both personally and academically.
nyoshilashae@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
karie.portman@gmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Men	Academic Excellence, Le	Very important	Very interested	Very likely		The most important to us is academics.
hmrames3@gmail.com	Yes	Leadership Development, Mentorship	Athletics	Academic Excellence	Very important	Very interested	Somewhat likely	I would be interested in a school that focuses on academics. Pays teachers well in order to recruit the best, and a low student to teacher ratio.
bobbifries76@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mandyepiggoler@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Prc	Somewhat important	Very interested	Very likely			
Jsmurr114@outlook.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
jacquelinescala@yahoo.com	Yes	Career Exploration, College, Community Service, Athle	Athletics, Mentoring	Academic Excellence, Ath	Somewhat important	Very interested	Very likely	A school that isn't solely based on a household income for the entry.
jenscala630@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			Strong focus in Academic Excellence
dhamer321@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Somewhat likely			I would need to know more about the staff and curriculum before making a decision.
taishasims@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
emilyclear@hotmail.com	Yes	Leadership Development, Leadership Opportunities, Leadership Training, Athle	Academic Excellence, Ath	Very important	Very interested	Very likely		
ana.krusell@yahoo.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important	Very interested	Very likely			
mollimadden@gmail.com	Yes	Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Prc	Very important	Very interested	Very likely			

Email Address	Do you think Raeford	Please select the choice	What type of community	What types of extracurric	What would make a school	How important is it for you	How interested would you	How likely would you be to	Please list any other comments or suggestions you may have!
rm43639@hotmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important			Very interested	Very likely	
togetmsglaize90@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Very important			Very interested	Very likely	
lacecarrillorosado@gmail.com	Yes		Career Exploration, Char Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Somewhat important			Very interested	Very likely	
cassie.snow@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Athletic Excellence, Lead	Very important			Very interested	Very likely	
mary.e.matthews.mil@sox.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Leadership Development, Very	important			Very interested	Very likely	If you don't open another school allow Military Children in Raeford to attend on base. The schools in Raeford are horrible and our children deserve better.
hollings04unc@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Ath	Very important			Very interested	Very likely	I love this so much. Born and raised, left for college at UNC-CH, moved to Memphis came back and worked as a school counselor. However my daughter would never go to school here, except high school. Love everything abt this and supporting.
alicst182@hotmail.com	Yes		Career Exploration, Community Service, Athle Jobs Skills Training, Lead Academic Excellence, Prc	Somewhat important			Somewhat interested	Very likely	
genniebraido@yahoo.com	Yes		Leadership Development, Community Service, Athle Jobs Skills Training, Lead Academic Excellence, Ath	Very important			Very interested	Very likely	
virginialsteele@gmail.com	Yes		Leadership Development, Leadership Opportunities, Jobs Skills Training, Lead Academic Excellence, Le	Somewhat important			Very interested	Very likely	
kenziehartman93@gmail.com	Yes		Leadership Development, Athletics, Mentorship, He; Jobs Skills Training, Lead Academic Excellence, Ath	Somewhat important			Somewhat interested	Very likely	
harvickfanwcu@gmail.com	Yes		Career Exploration, Colle; Community Service, Athle Leadership Training, Athle Academic Excellence, Exl	Very important			Somewhat interested	Somewhat likely	
ljt816@yahoo.com	Yes		Leadership Development, Community Service, Heall Jobs Skills Training, Lead Leadership Development, Somewhat	important			Very interested	Very likely	

Email Address	Do you think Raefr	Please select the choic	What type of communit	What types of extracur
nefetitie@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tjraddir@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
rogerpaschall@yahoo.c	Yes	Leadership Developme	Leadership Opportuniti	Athletics
hoodrosalyn@yahoo.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
jaleesayoung07@gmai	Yes	College/Advanced Edu	Athletics	Athletics, Mentoring
teyey21@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
terrence.a.alston@gmæ	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
staceyhayes630@outlo	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
cmims2004@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
melissarollizo@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
roofbrandon20@gmail.	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
markblessed1@aol.cor	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
sophisticatedboss86@;	Yes	Career Exploration	Athletics	Jobs Skills Training, At
dmhookerck@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
Msw2019@yahoo.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
mitchell30nc@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
kimerie5@yahoo.com	Yes	Career Exploration, Co	Athletics	Jobs Skills Training, Le
dpacker24@yahoo.cor	Yes	Leadership Developme	Athletics, Mentorship	Jobs Skills Training
vallery34@aol.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
skindle424@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
slwicker1270@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
missbitrlyswt@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
mcclain0119@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
ireact24@gmail.com	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
thomastyrona@gmail.c	Yes	College/Advanced Edu	Athletics, Mentorship	Jobs Skills Training, At
katanyafooust@gmail.cc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
camilleleverett@ccs.k1	Yes	Career Exploration, Co	Community Service, M	Jobs Skills Training, At
technic15075@yahoo.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, At
zakiracruz@ccs.k12.nc	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
akilar1713@gmail.com	Yes	Leadership Developme	Community Service, M	Athletics
aleahjackson@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
bcolonk@gmail.com	Yes	College/Advanced Edu	Leadership Opportuniti	Jobs Skills Training, At
mkindle343@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tynettawilson0809@gm	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
trewms611@gmail.cor	No	Leadership Developme	Athletics	Jobs Skills Training, At
woody9331@yahoo.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, At
joesteak54@gmail.cor	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
danluv2000@yahoo.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
sosweet1030@gmail.c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
tenikabrantley1@gmail	Yes	Leadership Developme	Leadership Opportuniti	Leadership Training, At
mdillon1874@gmail.co	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le
rrjkalam@gmail.com	Yes	Career Exploration, Ch	Community Service, At	Jobs Skills Training, At
laurieann.stevens12@c	Yes	Leadership Developme	Leadership Opportuniti	Jobs Skills Training, Le

mandimaclean@yahoo Yes
tarynshelton3636@gm: Yes
nyoshilashae@gmail.cc Yes
karie.portman@gmail.c Yes
hmramey3@gmail.com Yes
bobbifries76@gmail.co Yes
mandyeppigoler@yaho Yes
Jsmurr114@outlook.co Yes
jacquelinescala@yahoc Yes
jenscala630@gmail.coi Yes
dhamer321@gmail.con Yes
taishasims@yahoo.con Yes
emilyleclear@hotmail.c Yes
ana.krussell@yahoo.cc Yes
mollimadden@gmail.cc Yes
rm43639@hotmail.com Yes
togetmsglaize90@gma Yes
lacecarrillosado@gm Yes
cassie.snow@ymail.coi Yes
mary.e.matthews.mil@ Yes
hollings04unc@gmail.c Yes
alicst182@hotmail.com Yes
genniebraido@yahoo.c Yes
virginialsteele@gmail.c Yes
kenziehartman93@gm: Yes
harvickfanwcu@gmail.c Yes
ljt816@yahoo.com Yes

Character Developmen Leadership Opportuniti Jobs Skills Training, Le
Career Exploration, Ch Community Service, M Jobs Skills Training, M
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
Leadership Developme Leadership Opportuniti Leadership Training, M
Leadership Developme Mentorship Athletics
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
Career Exploration, Co Community Service, At Athletics, Mentoring
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Career Exploration Community Service, At Jobs Skills Training, Le
Leadership Developme Community Service, At Jobs Skills Training, Le
Leadership Developme Leadership Opportuniti Jobs Skills Training, Le
Leadership Developme Athletics, Mentorship, F Jobs Skills Training, Le
Career Exploration, Co Community Service, At Leadership Training, At
Leadership Developme Community Service, H Jobs Skills Training, Le

Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence	Very important	Very interested	Somewhat likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Somewhat likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Athletic Excellence, Le	Very important	Very interested	Very likely
Leadership Developme	Very important	Very interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Somewhat interested	Very likely
Academic Excellence, I	Very important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Very interested	Very likely
Academic Excellence, I	Somewhat important	Somewhat interested	Very likely
Academic Excellence, I	Very important	Somewhat interested	Somewhat likely
Leadership Developme	Somewhat important	Very interested	Very likely

Please list any other comments or suggestions you may have!

students with behavioral problems? Are students with special needs accepted? How many students with

I already drive my child 45 minutes one way to STARS and would love a great charter school more local. also harsh and passively aggressive towards under-performing students. (This is coming from an

The most important to us is academics.
best, and a low student to teacher ratio.

A school that isn't solely based on a household income for the entry.

Strong focus in Academic Excellence

I would need to know more about the staff and curriculum before making a decision.

If you don't open another school allow Military Children in Raeford to attend on base. The schools in Raeford I love this so much. Born and raised, left for college at UNC-CH, moved to Memphis came back and worked

ed as a school counselor. However my daughter would never go to school here, except high sc

:hool. Love everything abt this and supporting.



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

BIOLOGY PACING GUIDE – Block Schedule

BOLD – Clarifying Objectives

Italics – Objectives related to the topic (preview or spiraled back for reinforcement or increased depth of understanding)

First Nine Weeks

Unit 1 – 24 Days				Review Reinforcement 3 Days	Unit 2 – 12 Days		CFA Review Reinforcement 3 Days Semester FLEX 3 Days
Life's Molecules					Cell Reproduction / Molecular Genetics		
6 Days	4 Days	8 Days	6 Days		6 Days	6 Days	
Biomolecules Enzymes	Cell Organelles Prokaryotic vs Eukaryotic Plant vs Animal	Cell Membrane Transport Maintenance of Homeostasis	Energy and ATP Cellular Respiration Fermentation Photosynthesis		DNA Structure Replication Transcription Translation Mutations	Cell Cycle Mitosis Cancer Meiosis Sexual Reproduction	
4.1.1, 4.1.3	1.1.2, 1.1.1	1.1.1, 1.2.1, 4.2.2	4.2.1	3.1.1, 3.1.2, 4.1.2, 3.1.3	1.2.2, 3.2.1		
1.1.1, 3.1.1, 3.1.2, 4.1.2, 4.2.1, 4.2.2	1.1.3, 1.2.1, 1.2.2	4.1.1, 4.1.3	1.1.1, 1.2.3, 2.1.3, 2.1.1, 4.2.2	1.1.1, 1.1.2, 1.1.3, 2.1.2, 3.4.3, 3.5.2, 4.1.1, 4.1.3	1.1.1, 2.1.2, 3.1.1		

Second Nine Weeks

Unit 3 – 9 Days	Review Reinforce ment 2 Days	Unit 4 – 5 Days	Review Reinforce ment 2 Days	Unit 5 – 11 Days		Review Reinforce ment 2 Days	Unit 6 – 7 days	Review 2 Days EOC Review EOC Testing 7 Days
Heredity		Biotechnology		Evolution	Adaptations		Ecology	
9 Days		5 Days		6 Days	5 Days		7 Days	

Punnett Squares Patterns of Inheritance Human Genetic Disorders Pedigrees Karyotypes Environmental Effects		DNA Fingerprint Human Genome Project Biotechnology Cell Specialization	Early Evolution Evidences Natural Selection Mechanism Phylogenetic Trees/Cladograms Classification/ Dichotomous Keys	Viruses, Bacteria, Protist Behavioral Adaptations Reproductive Adaptations Structural Adaptations Transport/Excretion		Symbiotic Relationships Population Growth Ecosystems Energy Flow Cycling of Matter Bioaccumulation Human Impact NC Ecosystems
3.2.2, 3.2.3		1.1.3, 3.3.1, 3.3.2, 3.3.3	3.4.1, 3.4.2, 3.4.3, 3.5.1, 3.5.2	1.2.3, 2.1.2		2.1.1, 2.1.3, 2.1.4, 2.2.1, 2.2.2
2.1.2, 3.1.3, 3.2.1, 3.4.3		3.2.2	3.1.1, 3.1.2, 3.1.3, 3.3.1, 4.1.1, 4.1.2	1.1.1, 1.1.2, 1.1.3, 3.4.3, 3.5.1, 3.5.2, 4.2.2		4.2.1

Structure and Function (18 – 22% EOC) – 18 days

Ecosystems (18 – 22% EOC) – 14 days

Molecular Biology (15-19% EOC) – 13 days

Evolution and Genetics (43-55% EOC) –

36 days

Teach and Access at the VERB level

BIOLOGY ESSENTIAL STANDARDS – BY STRAND (test specs, items per objective – based on March 2016 NCDPI)

STRUCTURE AND FUNCTION OF LIVING ORGANISMS (18-22% EOC)

BIO.1.1	Understand the relationship between the structures and functions of cells and their organelles.
Bio.1.1.1	Summarize the structure and function of organelles in eukaryotic cells (including the nucleus, plasma membrane, cell wall, mitochondria, vacuoles, chloroplasts, and ribosomes) and ways that these organelles interact with each other to perform the function of the cell. (# of items - 2)
Bio.1.1.2	Compare prokaryotic and eukaryotic cells in terms of their general structures (plasma membrane and genetic material) and degree of complexity. (# of items – 1-2)
Bio.1.1.3	Explain how instructions in DNA lead to cell differentiation and result in cells specialized to perform specific functions in multicellular organisms. (# of items - 3)
Bio.1.2	Analyze the cell as a living system
Bio.1.2.1	Explain how homeostasis is maintained in the cell and within an organism in various environments (including temperature and pH). (# of items - 2)
Bio.1.2.2	Analyze how cells grow and reproduce in terms of interphase, mitosis and cytokinesis. (# of items - 3)
Bio.1.2.3	Explain how specific cell adaptations help cells survive in particular environments (focus on unicellular organisms). (# of items - 1)
ECOSYSTEMS (18-22% EOC)	
BIO.2.1	Analyze the interdependence of living organisms within their environments.
Bio.2.1.1	Analyze the flow of energy and cycling of matter (H ₂ O, C ² , N ₂ and O ₂) through ecosystems relating the significance of each to maintaining the health and sustainability of an ecosystem. (# of items - 1)

Bio.2.1.2	Analyze the survival and reproductive success of organisms in terms of behavioral, structural, and reproductive adaptations. (# of items – 1-2)
Bio.2.1.3	Explain various ways organisms interact with each other (including predation, competition, parasitism, mutualism) and with their environments resulting in stability within ecosystems. (# of items – 2-3)
Bio.2.1.4	Explain why ecosystems can be relatively stable over hundreds or thousands of years, even though populations may fluctuate (emphasizing availability of food, availability of shelter, number of predators and disease). (# of items - 1)
BIO.2.2	Understand the impact of human activities on the environment (one generation affects the next).
Bio.2.2.1	Infer how human activities (including population growth, pollution, global warming, burning of fossil fuels, habitat destruction and introduction of nonnative species) may impact the environment. (# – 2-3)
Bio.2.2.2	Explain how the use, protection and conservation of natural resources by humans impact the environment from one generation to the next. (# of items – 3-4)
EVOLUTION AND GENETICS (43-55% EOC)	
BIO.3.1	Explain how traits are determined by the structure and function of DNA.
Bio.3.1.1	Explain the double-stranded, complementary nature of DNA as related to its function in the cell. (# of items - 3)
Bio.3.1.2	Explain how DNA and RNA code for proteins and determine traits. (# of items – 1-2)
Bio.3.1.3	Explain how mutations in DNA that result from interactions with the environment (i.e. radiation and chemicals) or new combinations in existing genes lead to changes in function and phenotype. (# - 1)
Bio.3.2	Understand how the environment, and/or the interaction of alleles, influences the expression of genetic traits.
Bio.3.2.1	Explain the role of meiosis in sexual reproduction and genetic variation. (# of items – 1- 2)
Bio.3.2.2	Predict offspring ratios based on a variety of inheritance patterns (including dominance, co-dominance, incomplete dominance, multiple alleles, and sex-linked traits). (# of items - 1)
Bio.3.2.3	Explain how the environment can influence the expression of genetic traits. (# of items – 3-4)
Bio.3.3	Understand the application of DNA technology
Bio.3.3.1	Interpret how DNA is used for comparison and identification of organisms. (# of items - 3)
Bio.3.3.2	Summarize how transgenic organisms are engineered to benefit society. (# of items - 2)
Bio.3.3.3	Evaluate some of the ethical issues surrounding the use of DNA technology (including cloning, genetically modified organisms, stem cell research, and Human Genome Project). (# of items - 0)
Bio.3.4	Explain the theory of evolution by natural selection as a mechanism for how species change over time.
Bio.3.4.1	Explain how fossil, biochemical, and anatomical evidence support the theory of evolution. (# of items - 2)
Bio.3.4.2	Explain how natural selection influences the changes in species over time. (# of items - 3)
Bio.3.4.3	Explain how various disease agents (bacteria, viruses, chemicals) can influence natural selection. (# of items - 1)
Bio.3.5	Analyze how classification systems are developed based upon speciation.
Bio.3.5.1	Explain the historical development and changing nature of classification systems. (# of items - 2)
Bio.3.5.2	Analyze the classification of organisms according to their evolutionary relationships (including dichotomous keys and phylogenetic trees). (# of items - 2)
MOLECULAR BIOLOGY (15-19% EOC)	
BIO.4.1	Understand how biological molecules are essential to the survival of living organisms
Bio.4.1.1	Compare the structures and functions of the major biological molecules (carbohydrates, proteins, lipids, and nucleic acids) as related to the survival of living organisms. (# of items - 2)
Bio.4.1.2	Summarize the relationship among DNA, proteins and amino acids in carrying out the work of cells and how this is similar in all organisms. (# of items - 2)
Bio.4.1.3	Explain how enzymes act as catalysts for biological reactions. (# of items - 2)
BIO.4.2	Analyze the relationships between biochemical processes and energy use in the cell.
Bio.4.2.1	Analyze photosynthesis and cellular respiration in terms of how energy is stored, released, and transferred within and between these systems. (# of items - 2)
Bio.4.2.2	Explain ways that organisms use released energy for maintaining homeostasis (active transport). (# of items - 2)

Enrollment Projections Year 1 through Year 5

In the following tables, please list for each year and grade level, the numbers of students that the school reasonably expects. Please indicate any plans to increase the grade levels offered by the school over time and be sure these figures match the

The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any part

LEA #1: 470-Hoke

What percentage of students from t

LEA #2: 260-Cumberland

What percentage of students from t

LEA #3:

What percentage of students from t

Grade	Year 1			Year 2			
	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1
	470	260		470	260		470
Kindergarten	25	15		25	15		25
Grade 1	25	15		25	15		25
Grade 2	25	15		25	15		25
Grade 3	25	15		25	15		25
Grade 4	55	20		55	20		55
Grade 5	55	20		55	20		55
Grade 6				55	20		55
Grade 7							55
Grade 8							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
LEA Totals:	210	100	0	265	120	0	320

For the first two years the State will fund the school up to the maximum projected enrollment for each of those years as shown. In subsequent years, the school may increase its enrollment only as permitted by NCGS 115C-218.7(b).



ects to enroll. In addition,
ose on the initial cover page.

icular level.

he LEA selected above will qualify for EC funding?	10%
--	-----

he LEA selected above will qualify for EC funding?	10%
--	-----

he LEA selected above will qualify for EC funding?	
--	--

Year 3		Year 4			Year 5		
LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3
260		470	260		470	260	
15		28	12		25	15	
15		28	12		25	15	
15		28	12		25	15	
15		28	12		25	15	
20		55	20		55	20	
20		55	20		55	20	
20		55	20		55	20	
20		55	20		55	20	
		55	20		55	20	
					55	20	
140	0	387	148	0	430	180	0

et forth and approved in the projected enrollment tables. However, in

Budget: Revenue Projections from each LEA Year 1

State Funds: Charter schools receive an equivalent amount per student as the local education agency (LEA) receives per student receives from the State. Funding is based on the 1st month average daily membership.

In year 1: Base state allotments are determined by the LEA in which the student resides.

In year 2 and Beyond: Base State allotments are determined by the LEA in which the school is located.

Local Funds: Charter schools receive a per pupil share of the local current expense of the LEA in which the student resides.

State EC Funds: Charter schools receive a per pupil share of state funds per student with disabilities (school-aged 5 through 21). Funds are limited to 12.75% of the local education agency's average daily membership (ADM).

Federal EC Funds: Charter schools must qualify and apply for the individual federal grants based on their population of students.

REFER TO RESOURCE GUIDE FOR ADDITIONAL INFORMATION AND SOURCE DOCUMENTS

LEA #1:		470-Hoke		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$6,949.51	210	\$1,459,397.10	
Local Funds	\$663.00	210	\$139,230.00	
State EC Funds	\$5,275.72	21	\$110,790.12	
Federal EC Funds	\$1,514.35	21	\$31,801.35	
Total:			\$1,741,218.57	

LEA #2:		260-Cumberland		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$6,487.69	100	\$648,769.00	
Local Funds	\$1,702.03	100	\$170,203.00	
State EC Funds	\$5,153.58	10	\$51,535.80	
Federal EC Funds	\$1,514.35	10	\$15,143.50	
Total:			\$885,651.30	

LEA #3:				
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds				
Local Funds				
State EC Funds				
Federal EC Funds				
Total:			\$0.00	

Total Budget: Revenue Projections Year 1 through Year 5

All per pupil amounts are from the most current information and would be approximations for Year 1.

Federal funding is based upon the number of students enrolled who qualify. The applicant should use caution when relying year one to meet budgetary goals.

These revenue projection figures do NOT guarantee the charter school would receive this amount of funding in Year 1.

For local funding amounts, applicants will need to contact their local offices or LEA.

Income:	Year 1	Year 2	Year 3	Year 4
State ADM Funds	\$ 2,108,166	\$ 2,620,143	\$ 3,132,120	\$ 3,649,638
Local Per Pupil Funds	\$ 309,433	\$ 379,939	\$ 450,444	\$ 508,481
State EC Funds	\$ 162,326	\$ 201,650	\$ 240,973	\$ 280,443
Federal EC Funds	-	\$ 46,945	\$ 69,660	\$ 81,018
Other Funds*	\$ 79,431	\$ 96,385	\$ 115,162	\$ 133,938
Working Capital*	\$ 500,000			
TOTAL REVENUE:	\$ 3,159,356	\$ 3,345,061	\$ 4,008,359	\$ 4,653,519

*All budgets should balance indicating strong budgetary skills. Any negative fund balances will, more than likely, generate a those evaluating the application. If the applicant is depending on other funding sources or working capital to balance the op provide documentation such as signed statements from donors, foundations, bank documents, etc., on the commitment of t figures are loans, the repayment needs to be explained in the narrative and found within the budget projections.

Assurances are needed to confirm the commitment of these additional sources of revenue. Please include these as Append



on federal funding in

Year 5	
\$	4,156,074
\$	591,455
\$	319,620
\$	92,375
\$	152,715
\$	5,312,240

Additional questions by
creating budget, please
these funds. If these

dix M.

Personnel Budget: Expenditure Projections

Budget Expenditure Projections	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary	Number of	Average Salary	Total Salary
Administrative & Support Personnel															
Lead Administrator	1	\$ 74,000	\$ 74,000	1	\$ 78,000	\$ 78,000	1	\$ 82,000	\$ 82,000	1	\$ 86,000	\$ 86,000	1	\$ 90,000	\$ 90,000
Assistant Administrator	0	\$ -	\$ -	1	\$ 50,000	\$ 50,000	1	\$ 52,000	\$ 52,000	1	\$ 54,000	\$ 54,000	1	\$ 56,000	\$ 56,000
Finance Officer	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Clerical	1	\$ 26,000	\$ 26,000	1	\$ 27,000	\$ 27,000	1	\$ 28,000	\$ 28,000	1	\$ 29,000	\$ 29,000	2	\$ 30,000	\$ 60,000
Food Service Staff	1	\$ 32,000	\$ 32,000	1	\$ 34,000	\$ 34,000	1	\$ 36,000	\$ 36,000	1.5	\$ 37,000	\$ 55,500	1.5	\$ 40,000	\$ 60,000
Custodians	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Educational Coach	0	\$ -	\$ -	0	\$ -	\$ -	1	\$ 60,000	\$ 60,000	1	\$ 62,000	\$ 62,000	1	\$ 64,000	\$ 64,000
*** Edit text as needed. ***	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
*** Edit text as needed. ***	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
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*** Edit text as needed. ***	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Total Admin and Support:	3		\$ 132,000	4		\$ 189,000	5		\$ 258,000	5.5		\$ 286,500	6.5		\$ 330,000
Instructional Personnel															
Core Content Teacher(s)	14	\$ 44,000	\$ 616,000	17	\$ 46,000	\$ 782,000	20	\$ 47,000	\$ 940,000	23	\$ 48,000	\$ 1,104,000	26	\$ 49,000	\$ 1,274,000
Electives/Specialty Teacher(s)	3	\$ 40,000	\$ 120,000	4	\$ 41,000	\$ 164,000	5.5	\$ 42,000	\$ 231,000	6	\$ 43,000	\$ 258,000	6	\$ 44,000	\$ 264,000
Exceptional Children Teacher(s)	2	\$ 45,000	\$ 90,000	2	\$ 47,000	\$ 94,000	2	\$ 48,000	\$ 96,000	3	\$ 49,000	\$ 147,000	3	\$ 50,000	\$ 150,000
Instructional Support	1	\$ 45,000	\$ 45,000	2	\$ 47,000	\$ 94,000	2	\$ 48,000	\$ 96,000	3	\$ 49,000	\$ 147,000	3	\$ 50,000	\$ 150,000
Teacher Assistants	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Guidance Counselor	1	\$ 40,000	\$ 40,000	1	\$ 42,000	\$ 42,000	1	\$ 43,500	\$ 43,500	1	\$ 44,500	\$ 44,500	1	\$ 45,000	\$ 45,000
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Total Instructional Personnel:	21		\$ 911,000	26		\$ 1,176,000	30.5		\$ 1,406,500	36		\$ 1,700,500	39		\$ 1,883,000
Total Admin, Support and Instructional Personnel:	24		\$ 1,043,000	30		\$ 1,365,000	35.5		\$ 1,664,500	41.5		\$ 1,987,000.00	45.5		\$ 2,213,000

Benefits	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total	Number of	Cost Per	Total
Administrative & Support Benefits															
Health Insurance	2	\$ 12,500	\$ 25,000	3	\$ 13,000	\$ 39,000	4	\$ 13,500	\$ 54,000	4	\$ 14,000	\$ 56,000	5	\$ 14,500	\$ 72,500
Retirement Plan--NC State	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Retirement Plan--Other	2	\$ 2,000	\$ 4,000	3	\$ 2,125	\$ 6,375	4	\$ 2,220	\$ 8,880	4	\$ 2,300	\$ 9,200	5	\$ 2,325	\$ 11,625
Social Security - Included in FICA	3	\$ -	\$ -	4	\$ -	\$ -	5	\$ -	\$ -	5.5	\$ -	\$ -	6.5	\$ -	\$ -
Unemployment	3	\$ 348	\$ 1,043	4	\$ 364	\$ 1,456	5	\$ 375	\$ 1,875	5.5	\$ 383	\$ 2,107	6.5	\$ 389	\$ 2,529
FICA	3	\$ 3,325	\$ 9,974	4	\$ 3,615	\$ 14,459	5	\$ 3,947	\$ 19,737	5.5	\$ 3,985	\$ 21,917	6.5	\$ 3,884	\$ 25,245
Life Insurance/Disability	3	\$ 652	\$ 1,956	4	\$ 683	\$ 2,730	5	\$ 703	\$ 3,517	5.5	\$ 718	\$ 3,950	6.5	\$ 730	\$ 4,742
Worker's Comp	3	\$ 217	\$ 652	4	\$ 228	\$ 910	5	\$ 234	\$ 1,172	5.5	\$ 239	\$ 1,317	6.5	\$ 243	\$ 1,581
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Total Admin and Support Benefits:			\$ 42,624			\$ 64,930			\$ 89,181			\$ 94,491			\$ 118,222
Instructional Personnel Benefits															
Health Insurance	20	\$ 12,500	\$ 250,000	25	\$ 13,000	\$ 325,000	30	\$ 13,500	\$ 405,000	36	\$ 14,000	\$ 504,000	39	\$ 14,500	\$ 565,500
Retirement Plan--NC State	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Retirement Plan--Other	20	\$ 2,000	\$ 40,000	25	\$ 2,125	\$ 53,125	30	\$ 2,220	\$ 66,600	36	\$ 2,300	\$ 82,800	39	\$ 2,325	\$ 90,675
Social Security - Included in FICA	21	\$ -	\$ -	26	\$ -	\$ -	30.5	\$ -	\$ -	36	\$ -	\$ -	39	\$ -	\$ -
Unemployment	21	\$ 348	\$ 7,301	26	\$ 364	\$ 9,464	30.5	\$ 375	\$ 11,441	36	\$ 383	\$ 13,789	39	\$ 389	\$ 15,175
FICA	21	\$ 3,325	\$ 69,816	26	\$ 3,481	\$ 90,500	30.5	\$ 3,587	\$ 109,400	36	\$ 3,663	\$ 131,860	39	\$ 3,721	\$ 145,110
Life Insurance/Disability	21	\$ 652	\$ 13,689	26	\$ 683	\$ 17,745	30.5	\$ 703	\$ 21,451	36	\$ 718	\$ 25,855	39	\$ 730	\$ 28,453
Worker's Comp	21	\$ 217	\$ 4,563	26	\$ 228	\$ 5,915	30.5	\$ 234	\$ 7,150	36	\$ 239	\$ 8,618	39	\$ 243	\$ 9,484
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*** Edit text as needed. ***		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Total Instructional Personnel Benefits:			\$ 385,369			\$ 501,749			\$ 621,042			\$ 766,923			\$ 854,397
Total Personnel Benefits:			\$ 427,994			\$ 566,678			\$ 710,223			\$ 861,413			\$ 972,619
Total Admin & Support Personnel (Salary & Benefits):	3		\$ 174,624	4		\$ 253,930	5		\$ 347,181	5.5		\$ 380,990.70	6.5		\$ 448,222
Total Instructional Personnel (Salary & Benefits):	21		\$ 1,296,369	26		\$ 1,677,749	30.5		\$ 2,027,542	36		\$ 2,467,423	39		\$ 2,737,397

TOTAL PERSONNEL:	24	\$	1,470,994	30	\$	1,931,678	35.5	\$	2,374,723	41.5	\$	2,848,413	45.5	\$	3,185,619
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*The personnel list below may be amended to meet the staffing of individual charter schools: This list should align with the projected staff located in the Operations Plan.

Operations Budget: Expenditure Projections

The following list of expenditure items is presented as an example. Applicants should modify to meet their needs.

OPERATIONS BUDGET: Administrative and Support			
	Year 1	Year 2	Year 3
Office			
Admin Professional Development	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Mail Services/ Postage	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
School Copier Lease/printing/binding	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Office Supplies	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Paper Supplies	\$ 5,000.00	\$ 6,000.00	\$ 7,000.00
Office Equipment	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Membership Dues/Fees	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Travel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Management Company			
Contract Fees	\$257,992.50	\$320,173.11	\$382,353.72
5 Year - 8% Interest Loan for Startup	\$ -	\$ -	\$ 126,220.00
Professional Contract			
School Legal Counsel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
School Annual Audit	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
School Advertising/Marketing	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
School Board/Staff Background Checks	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Facilities			
Facility Lease/Mortgage	\$265,935.90	\$330,008.97	\$394,082.04
Building Repairs & Maintenance	\$15,000.00	\$20,000.00	\$25,000.00
Security & Alarm	\$5,000.00	\$5,000.00	\$5,000.00
Cleaning & Extermination	\$54,000.00	\$64,000.00	\$64,000.00
Insurance (pg19)	\$41,515.00	\$41,515.00	\$41,515.00
Janitorial Supplies	\$15,000.00	\$17,000.00	\$19,000.00
Utilities			
Telephone	\$ 5,000.00	\$ 5,500.00	\$ 6,000.00
Water/Sewer	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00
Waste Trash	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00
Security & Alarm	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Web Site Maintenance	\$ 600.00	\$ 600.00	\$ 600.00
Gas	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00
Electric	\$ 30,000.00	\$ 35,000.00	\$ 40,000.00
Transportation			
Buses	\$ -	\$ -	\$ -
Gas	\$ -	\$ -	\$ -
Oil/Tires & Maintenance	\$ -	\$ -	\$ -
Contractred Services	\$ 20,000.00	\$ 25,000.00	\$ 30,000.00

Other			
Child nutrition	\$ 60,000.00	\$ 75,000.00	\$ 95,000.00
Travel	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Bank Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Nutrition Supplies/Materials/Equipment	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
Total Administrative & Support Operations:	\$ 832,043.40	\$ 1,005,797.08	\$ 1,304,770.76

OPERATIONS BUDGET:			
Instructional	Year 1	Year 2	Year 3
General Curriculum			
Stipends	\$ 2,000.00	\$ 2,600.00	\$ 3,000.00
Specials Supplies	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00
Teaching Supplies	\$ 10,000.00	\$ 13,500.00	\$ 15,000.00
Classroom Furniture	\$ 250,000.00	\$ -	\$ 30,000.00
Textbooks/Educational Materials	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00
Teacher incentives/bonuses/gifts	\$ 8,000.00	\$ 10,000.00	\$ 12,000.00
Purchased Substitute Teachers	\$ 15,750.00	\$ 20,250.00	\$ 22,500.00
Student Uniforms	\$ 500.00	\$ 1,000.00	\$ 1,500.00
Student Awards and Incentives	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Student Activities/Performances/Assemblies	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Student Field Trips	\$ 500.00	\$ 1,000.00	\$ 1,500.00
Membership/Dues and Fees	\$ 15,550.00	\$ 10,000.00	\$ 10,000.00
Support Services - EC/Title I			
Contracted EC Speech Pathologist	\$ 10,000.00	\$ 12,500.00	\$ 15,000.00
Contracted EC Occupational Therapist	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00
Contracted EC School Psychologist	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
EC Professional Development	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
EC Teaching Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Intervention Teaching Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
MTSS - Professional Development	\$ 1,000.00	\$ 2,500.00	\$ 3,000.00
Guidance Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Tech and Supplies			
Parent Communication Plan	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Student Testing Systems/Materials	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Tech Maint/Network	\$ 20,000.00	\$ 23,500.00	\$ 28,000.00
Tech/Instructional Equipment	\$ 250,000.00	\$ 30,000.00	\$ 45,000.00
Total Instructional Operations:	\$ 702,800.00	\$ 228,850.00	\$ 291,000.00
TOTAL OPERATIONS:	\$ 1,534,843.40	\$ 1,234,647.08	\$ 1,595,770.76

**Applicants may amend this table and the position titles to fit their Education and Operations Plans.*

Year 4	Year 5
\$ 2,500.00	\$ 2,500.00
\$ 1,500.00	\$ 1,500.00
\$ 5,000.00	\$ 5,000.00
\$ 8,000.00	\$ 9,000.00
\$ 8,000.00	\$ 9,000.00
\$ 2,000.00	\$ 2,000.00
\$ 2,500.00	\$ 3,000.00
\$ 1,000.00	\$ 1,000.00
\$443,856.33	\$506,714.93
\$ 126,220.00	\$ 126,220.00
\$ 1,000.00	\$ 1,000.00
\$ 12,000.00	\$ 12,000.00
\$ 15,000.00	\$ 15,000.00
\$ 1,000.00	\$ 1,000.00
\$457,393.19	\$522,228.18
\$30,000.00	\$35,000.00
\$5,000.00	\$5,000.00
\$64,000.00	\$64,000.00
\$41,515.00	\$41,515.00
\$21,000.00	\$23,000.00
\$ 6,500.00	\$ 7,000.00
\$ 5,500.00	\$ 6,000.00
\$ 5,500.00	\$ 6,000.00
\$ 5,000.00	\$ 5,000.00
\$ 600.00	\$ 600.00
\$ 4,500.00	\$ 5,000.00
\$ 45,000.00	\$ 50,000.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 35,000.00	\$ 35,000.00

\$ 110,000.00	\$ 120,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,469,084.52	\$ 1,623,278.11

Year 4		Year 5	
\$	3,600.00	\$	4,000.00
\$	5,000.00	\$	5,000.00
\$	18,000.00	\$	20,500.00
\$	30,000.00	\$	30,000.00
\$	60,000.00	\$	60,000.00
\$	14,000.00	\$	16,000.00
\$	27,000.00	\$	30,000.00
\$	2,000.00	\$	2,500.00
\$	2,500.00	\$	3,000.00
\$	2,500.00	\$	3,000.00
\$	2,000.00	\$	2,500.00
\$	10,000.00	\$	10,000.00
\$	17,500.00	\$	20,000.00
\$	4,000.00	\$	4,500.00
\$	2,000.00	\$	2,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	3,000.00	\$	3,000.00
\$	1,000.00	\$	1,000.00
\$	1,000.00	\$	1,000.00
\$	15,000.00	\$	15,000.00
\$	32,250.00	\$	36,750.00
\$	60,000.00	\$	60,000.00
\$	315,350.00	\$	332,750.00
\$	1,784,434.52	\$	1,956,028.11

Overall Budget

SUMMARY	Logic	Year 1	Year 2	Year 3	Year 4	Year 5
Total Personnel	J	\$ 1,470,993.50	\$ 1,931,678.00	\$ 2,374,722.85	\$ 2,848,413.44	\$ 3,185,618.57
Total Operations	M	\$ 1,534,843.40	\$ 1,234,647.08	\$ 1,595,770.76	\$ 1,784,434.52	\$ 1,956,028.11
Total Expenditures	N = J + M	\$ 3,005,836.90	\$ 3,166,325.08	\$ 3,970,493.60	\$ 4,632,847.96	\$ 5,141,646.68
Total Revenue	Z	\$ 3,159,356.02	\$ 3,345,060.94	\$ 4,008,359.26	\$ 4,653,519.00	\$ 5,312,239.65
Surplus / (Deficit)	= Z - N	\$ 153,519.12	\$ 178,735.86	\$ 37,865.66	\$ 20,671.04	\$ 170,592.97



April 27, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and Abundant Life Ministries International

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and Abundant Life Ministries International is intended to express interest between both parties in future partnerships to include but not limited to health and wellness programming for students, student internships, student volunteer opportunities, and other activities designed to enrich both organizations community outreach and educational impact.

This MOU is an expression of interest between H.Y.P.E. Leadership Academy and Abundant Life Ministries International to partner in the areas described above, but it does not serve as a formal agreement between the two parties.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, H.Y.P.E. Leadership Academy

Date:

Sign: _____

Name: Chris Parker

Title: Presiding Bishop, Abundant Life Ministries International

Date:

NC Department of Public Instruction/School Nutrition Services

Request for Proposal (RFP) and Contract for Catering Services in the National School Lunch and/or Breakfast Program(s)

Date Issued:

Description: **H.Y.P.E. Leadership Academy** is seeking Caterers to provide lunch and /or breakfast meals for the 20__-20__ school year. We are currently soliciting competitive proposals and wish to invite your company to submit a proposal. The attached Request for Proposal will also serve as the official Contract once the Contract is successfully executed. The RFP/Contract provides a detailed description of our lunch and/or breakfast program and services that we require, along with Contract terms and conditions, nutrition requirements and a sample four-week cycle menu.

It is important to note the Caterer/Contractor is responsible for any reclaims that may result from a Federal and/or State review resulting from inadequate portion sizes, missing meal components, missing or incomplete production records, standardized recipes, or the absence of any other supporting documentation required under program regulations. Therefore, it is critical that all meals provided include all meal components in the exact portion size. In the event of a reclaim, the SFA will present an invoice to the Caterer/Contractor requiring payment for disallowed meals. Please note that if the Caterer/Contractor adheres to the specific terms and conditions of the Contract, there is minimum risk of a reclaim. It is the responsibility of the SFA to monitor the contract to ensure the terms and conditions are adhered to by all parties (SFA and Caterer/Contractor).

Date Proposal Opens:

Time Proposal Opens:

Proposal Procedure

Submit each Proposal with original signatures and the complete RFP along with the accompanying proposal documents. The Caterer shall complete the attached Proposal/Contract document, indicating the proposed portion sizes and component contribution for each menu item, meeting the USDA meal pattern requirements and indicating the price per meal.

Submit TWO (2) original copies in a SEALED envelope. The sealed package shall be labeled as follows:

<p>H.Y.P.E. Leadership Academy</p> <p>SCHOOL NUTRITION PROGRAM</p> <p>Request for Proposal/Contract</p> <p>0 Fayetteville Rd</p> <p>Raeford, NC 28376</p>	
Name of Company	

Person authorized to sign the Proposal/Contract	
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The Proposals/Contracts received will be reviewed for responsiveness by members of **H.Y.P.E. Leadership Academy** Proposal/Contract Evaluation Team. Please review the Proposal/Contract terms and conditions carefully. When the document is signed by the school administration it becomes the official Contract. Please feel free to call **Joe Salisbury at (734) 624-2897** if you have any questions.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED.

Special Conditions/Required procedures:

- Monthly menus will be submitted to **H.Y.P.E. Leadership Academy** no later than the **15th** of each month, for menus proposed for the following month.
- Monthly/Daily orders will be provided to the Caterer by **H.Y.P.E. Leadership Academy** no later than **8:00am** prior to the first day of service.
- All food is to be delivered in a **hot holding** or **cold holding** unit that will maintain food temperature in the safe zones until served at these times:
Breakfast: 07:30 a.m. – 08:15 a.m. Lunch 11:00 a.m. – 1:00 p.m.
- Caterer/Contractor completes and delivers to **H.Y.P.E. Leadership Academy** each day, the Daily Meal Production Plan or Delivery Ticket (a form required by the NCDPI). **H.Y.P.E. Leadership Academy** will provide for Caterer the form to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer/Contractor also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer/Contractor certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them, and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is a Caterer whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. If the caterer receives a discount, rebate, allowance, or incentive from any supplier, the caterer must disclose and return to the SFA the full

amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA.

H.Y.P.E. Leadership Academy reserves the right to reject any, and all, Proposals and to cancel this solicitation if it is in the best interest of the SFA. H.Y.P.E. Leadership Academy shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Caterer’s response to this solicitation.

No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions

If any or all parts of the Caterer’s Proposal are accepted by H.Y.P.E. Leadership Academy, an authorized representative of H.Y.P.E. Leadership Academy shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between H.Y.P.E. Leadership Academy and the Caterer.

H.Y.P.E. Leadership Academy (SFA)
School Nutrition Services
Request for Proposal/Contract

I. PURPOSE AND AUTHORITY

This Contract, dated _____, between H.Y.P.E. Leadership Academy, hereinafter referred to as the SFA, and the {INERT NAME of the SERVICE PROVIDER}, hereinafter referred to as the Caterer, authorizes that the Caterer shall provide meals to the school, in accordance with applicable regulations for the Federally-assisted USDA School Nutrition Program(s) referred to below, for the period, not to exceed one year, from July 1st, 20__ through June 30th, 20__. The Contract may be renewed on an annual basis for a four-year period from the date the first Contract was signed. ***If renewed for additional years, a contract amendment will be mutually agreed upon by both parties and approved, prior to signature of both parties, by the Zone Operations and Management Consultant assigned to the Zone.***

The Caterer will provide meals to the following school location(s):

H.Y.P.E. Leadership Academy, 0 Fayetteville Rd, Raeford, NC 28376

Federal Regulations for USDA School Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

II. MEALS

A. The Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Breakfast and Lunch

B. The Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

All Condiments
Eating Utensils
Paper Products - including 5 compartment trays
Milk

C. The Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract, for the following Federally-assisted School Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals – National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Special Milk Program). If more than one site, indicate any differences between sites.) The Caterer agrees to use the USDA Food Buying Guide, CN Labels, manufacturer's specifications, or Product Formulation Statements to determine that adequate amounts of foods are provided to meet the serving sizes required by the meal pattern:

National School Lunch Program
School Breakfast Program

The SFA has provided at least four weeks of menus for the Caterer *that indicates specific foods/portions* that are to be included in each meal or snack. The Caterer has agreed to provide the foods shown on the menus, in the required portion size. The menu is attached as *Attachment B (lunch)* and *Attachment D (breakfast)* to this Contract and will become part of the Contract. **Any change in the menu, including any substitution of one food for another similar food, must be approved, in writing, in advance, by the SFA.**

The meal pattern for the National School Lunch Program is attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

D. The Caterer will prepare meals for the school in the following manner:

(Describe whether Caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

The Caterer will provide meals produced in a USDA inspected facility. The meals will be delivered, along with the written instructions regarding cooking. CN Labels also preferred.

E. If applicable, the Caterer will utilize any USDA Foods made available by the SFA to the maximum extent possible and solely for providing benefits for the school's School Nutrition Program.

III. ORDERING AND DELIVERY

A. The SFA will notify the Caterer weekly in advance of the number of meals needed, as described:

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Orders will be submitted weekly or monthly and adjustments can be made to the orders up to 48 hours in advance of delivery

B. The Caterer will deliver meals as described:

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that the School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

Meal components can be delivered in a combination of frozen, fresh, or dry.

C. Responsibility for transport containers will be as described:

(Indicate whether the Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

The caterer is responsible to clean the transport container/truck.

IV. MEAL PRICES AND BILLING

A. The SFA will pay the following prices for meals:

TO BE COMPLETED BY CATERER: *Caterer must indicate price for each meal type (breakfast, lunch, snack, adult) provided by the Caterer. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.) (Note: if adult meals will be provided by the Caterer, these meals must be invoiced separately from those meals/snacks prepared for children/students.)*

B. The Caterer will invoice the SFA as described:

TO BE COMPLETED BY CATERER: *Caterer must indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)*

V. ADDITIONAL PROVISIONS MUTUALLY AGREED UPON BY THE SCHOOL FOOD AUTHORITY AND THE CATERER

The SFA is responsible for producing a nutrient analysis of meals offered to students, using USDA-approved nutrient analysis software, annually and during reviews conducted by the State Agency. The SFA may wish to negotiate with the Caterer to provide the nutrient analyses, including the Meal Component and Quantity Worksheets. Planned menus for breakfast and lunch must include all required components and meet specified calorie ranges, targets for sodium and saturated fat, and must exclude all Trans-fat.

Please select one:

Caterer will provide the nutrient analysis and Meal Component and Quantity Worksheets.

Caterer will not provide the nutrient analysis and Meal Component and Quantity Worksheets.

Other special provisions:

Caterer is willing to be present for USDA and state technical reviews, when asked, as well as aiding in maintaining compliance with USDA School Nutrition program guidelines. Also must complete routine maintenance on Walk-In Freezer

VI. SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will:

- A. Retain control of the quality, extent, and general nature of the School Nutrition Program, including counting and claiming meals, and ordering and accounting for USDA Foods.
- B. Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.
- C. Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.
- D. Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.

- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.
- G. Review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering Contract documents.
- I. Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.
- J. Monitor catered meals to ensure the preparation and service of food is in conformance with program regulations.
- K. Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.
- L. Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

VII. HEALTH AND SANITATION

Non-permitted food establishments cannot prepare food on site. A Food Establishment Permit is required when open or unpackaged food is prepared on site or served by anyone other than food employees of the contracted food establishment providing the catering services.

- A. The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an “A” Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an “A” Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an “A”. If the “A” Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter into an emergency Contract with another Caterer.

- C. All food must arrive at the school site at the temperatures safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher and all cold foods at temperatures of 41 degrees F (41F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.
- D. The SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer’s preparation and storage facilities and transporting vehicles, without notice any time.
- E. The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students.

VIII. RECORDKEEPING

- A. The Caterer agrees to maintain full and accurate records, which the SFA must keep in order to meet its accountability records for claiming Federal meal reimbursement funds. Required records include: 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer’s specification sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.
- B. The Caterer shall submit at the end of each month, copies of the month’s menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.
- C. The Caterer agrees that a SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.

- D. The Caterer agrees that all records (including but not limited to those records listed in Item A above) pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.
- E. The Caterer agrees **to provide a copy of a current license to do business** in North Carolina. This copy shall be attached to the Contract.
- F. The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NCDPI upon request. The SFA reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

IX. ADDITIONAL CATERER RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally-Assisted School Nutrition Programs. The Caterer will:

- A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program
- B. Not offer A la Carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- C. Abide with the Buy American provision which requires SFAs to purchase, to the maximum extent practicable, domestic commodities or products for use in their School Nutrition Programs. Domestic products are those that are produced in the United States and a food product that is processed in the United States substantially (51 percent or more) from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA. Any non-domestic food product used in the SFA's School Nutrition Program must be documented to the satisfaction of the School Nutrition Director and the use of all non-domestic foods must receive prior written approval from the School Nutrition Director.

- D. Comply with the following as applicable, incorporated into the Contract by reference:
1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
 3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
 4. The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
 5. Abide with Iran Divestment Act as established by the NC General Assembly.

X. CANCELLATION

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer delivering any product(s) that fail to meet the specifications included in this Contract;
- (3) the Caterer delivering any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and
- (6) the Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, the SFA reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the SFA, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

XI. CATERER CERTIFICATION STATEMENTS

- A. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.
- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

Please insert the approximate number of meals you are requesting the Caterer provide each day:

Approximate enrollment:	315 (ADM)
Approximate volume for lunch:	85 to 105 students daily
Approximate volume for breakfast:	75 to 95 students daily

(These numbers are estimates only and do not guarantee that number will be ordered.)

Lunch Meal Pattern

Amount of Food per Week (Minimum per Day) for Lunch

Meal Pattern	Grades K-5	Grades 6-8 or K-8	Grades 9 – 12
Fruit (cups)	2 ½ cups (1/2 cup minimum per day)	2 ½ cups (1/2 cup minimum per day)	5 cups (1 cup minimum per day)
Vegetables (cups)	3 ¾ cups (3/4 cup minimum per day)	3 ¾ cups (3/4 cup minimum per day)	5 cups (1 cup minimum per day)
Dark Green	½ cup	½ cup	½ cup
Red/Orange	¾ cup	¾ cup	1 ¼ cups
Legumes	½ cup	½ cup	½ cup
Starchy Vegetables	½ cup	½ cup	½ cup
Other Vegetables	½ cup	½ cup	¾ cup
Additional Vegetables to Reach Total	1 cup	1 cup	1 ½ cups
Grains (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	8 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Meats/Meat Alternates (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	9 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

- All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
- A daily serving of fruit is required. Fruits may be fresh, frozen, canned in water/ juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit. No more than half of the fruit offerings may be in the form of fruit juice. All juice must be 100% full strength juice. One-eighth cup of fruit is the minimum creditable amount. Fresh fruits should be offered at least 2-3 times per week.
- Vegetable sub-groups must be offered weekly in the amount specified in the chart above. One cup of leafy greens counts as ½ cup of vegetables. No more than half of the vegetable offerings may be in the form of vegetable juice. All juice must be 100% full strength juice. One eighth cup of vegetables is the minimum creditable amount. “Additional Vegetables” may be added from any of the subgroups to meet the total weekly required servings.

4. All grains offered must be whole grain rich, unless the SFA has an approved WG-rich waiver from the SA. Grains include, but are not limited to, breads, rolls, buns, rice, pasta, crackers, tortillas, and breadings on entrees.
5. Fluid milk must be low-fat (unflavored 1% milk fat or less) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
6. Lunch must be priced as a unit in order to be claimed for reimbursement.
7. The Offer vs Serve (OVS) provision at Lunch is required for high schools, but is optional for elementary and middle schools. Under OVS at lunch, students may decline up to 2 of the 5 components offered, but are required to select a minimum of ½ cup serving of fruit or vegetable to be a reimbursable meal. The Caterer must offer the full component amounts to meet the meal pattern for each grade group. Without OVS, students must select full planned servings of all 5 components.
8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks nutrition standards.
9. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional lunch meal pattern for grades K-8 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.
10. Nutrition analyses, using USDA approved software, will document that all program meals are planned and served to meet the meal pattern requirements and dietary specifications for the duration of the Contract. The Contract will specify either the Caterer or the SFA will be responsible for completing the nutrient analysis and the Meal Component and Quantity Worksheets.
11. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside of each item AND indicate the component contribution beside each item, using the following key:

M/MA – meat/meat alternative; **V** – vegetable; **F** – fruit; **G** – bread/grain; **M** – milk.

*Refer to the Lunch meal pattern chart above for components and serving sizes required for each specific grade group. An additional daily fruit choice may be added for grades 9-12

This lunch menu **MUST** be served as written until the SFA approves any changes in writing and must include the specific component contribution and portion size.

<p>1 Chicken Filet Sandwich on a Whole Wheat Bun</p> <p>Mixed Vegetables Seasoned Broccoli Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>	<p>2 Cheeseburger on a Whole Wheat Bun</p> <p>Baked French Fries Baby Carrots/Dressing Pineapple Tidbits</p> <p>Low fat or skim milk</p>	<p>3 Baked Beefaroni with Cheese & Whole Wheat Dinner Roll</p> <p>Romaine Garden Salad with Diced Tomatoes Normandy Blend Veg Apple Quick Crisp</p> <p>Low fat or skim milk</p>	<p>4 Taco Supreme w/ Lettuce, Tomato, Shredded Cheese</p> <p>Glazed Carrots Mexican Pinto Beans Fresh Apple</p> <p>Low fat or skim milk</p>	<p>5 Tuna Salad on Lettuce & Crackers</p> <p>Seasoned Collard Greens Peas & Carrots Fresh Orange Wedges</p> <p>Low fat or skim milk</p>
<p>8 Meatball Sub Sandwich</p> <p>Golden Corn California Mix Veg Chilled Tropical Fruit</p> <p>Low fat or skim milk</p>	<p>9 Baked Chicken with Wheat Roll</p> <p>Turnip Greens Sweet Potato Souffle Cinnamon Apples</p> <p>Low fat or skim milk</p>	<p>10 Turkey and Cheese Sandwich</p> <p>Seasoned Green Beans Cauliflower/Cheese Sauce Chilled Peaches</p> <p>Low fat or skim milk</p>	<p>11 Hot Dog on a Whole Wheat Bun</p> <p>Bkd Sweet Potato Fries Baked Beans Fresh Banana</p> <p>Low fat or skim milk</p>	<p>12 Baked Chicken Tenders & WW roll</p> <p>Garden Salad w Grape Tomatoes & Dressing Blackeyed Peas/Snaps Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>
<p>15 Cheeseburger on a Whole Wheat Bun</p> <p>Oven Potato Wedges Cucumber/Tomato Salad Applesauce</p> <p>Low fat or skim milk</p>	<p>16 Ham and Cheese Hoagie</p> <p>Seasoned Spinach Golden Corn Chilled Pears</p> <p>Low fat or skim milk</p>	<p>17 Cheese Quesadillas</p> <p>Brown Rice Glazed Carrots Pinto Beans Chilled Pineapple</p> <p>Low fat or skim milk</p>	<p>18 Baked Spaghetti</p> <p>Seasoned Broccoli Lima Beans Peach Quick Crisp</p> <p>Low fat or skim milk</p>	<p>19 Sloppy Joe on a Whole Wheat Bun</p> <p>Garden Salad w/Dressing Seasoned Green Beans Fresh Orange Wedges</p> <p>Low fat or skim milk</p>

<p>22 Chicken Sandwich on a Whole Wheat Bun</p> <p>Baby Carrots/Dressing Mixed Vegetables Chilled Pears</p> <p>Low fat or skim milk</p>	<p>23 Hot Dog on a Whole Wheat Bun</p> <p>Baked French Fries Baked Beans Cherry Crisp</p> <p>Low fat or skim milk</p>	<p>24 Macaroni & Cheese & Whole Wheat Roll</p> <p>Seasoned Peas & Carrots Seasoned Turnip Greens Fresh Apple</p> <p>Low fat or skim milk</p>	<p>25 Baked Corn Dog (WG)</p> <p>Fiesta Brown Rice Black Beans/Corn Crispy Coleslaw Chilled Applesauce</p> <p>Low fat or skim milk</p>	<p>26 Baked Chicken Nuggets with Whole Grain Roll</p> <p>Baked Sweet Potato Fries Garden Salad/Dressing Fresh Banana</p> <p>Low fat or skim milk</p>
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Delete this section if the SFA will not be serving breakfast and is therefore not asking for breakfast pricing in the RFP

Breakfast Meal Pattern

Amount of food per week (Minimum per day) for Breakfast

Food Group	Grades K – 5	Grades 6 – 8	Grades 9 – 12	Grades K – 12
Fruits (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)
Grains (oz. equivalent) and Meat/Meat Alternate*	7 ounces minimum for week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	8 ounces minimum for week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/MMA may be substituted for grains after the minimum daily grains requirement is met.
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

1. The minimum creditable serving of fruit and vegetables is 1/8 cup. One quarter-cup of dried fruit credits as 1/2 cup of fruit; 1 cup of leafy greens credits as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full strength juice.
2. For breakfast meal service, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “other vegetables” subgroups.
3. All grains offered must be whole grain-rich, unless the SFA has been approved for a WG-rich waiver. These include, but are not limited to, breads, biscuits, rolls, crackers, and cereals.
4. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
5. At breakfast, the full component amounts that meet the breakfast meal pattern(s) being used must be offered. Offer v Serve (OVS) is optional at Breakfast for all grade levels. Without OVS, students must select full planned servings of all 4 items (from the 3 component groups and 1 full cup of fruit/vegetable is to be served). With OVS, students may decline 1 of the 4 items offered; however, students are required to take full planned servings of 3 items, including a minimum of 1/2 cup fruit or vegetable for a reimbursable meal.
6. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of menu items offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by

the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks standards.

7. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional breakfast meal pattern for grades K-12 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student preferences and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.

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The SFA must add a breakfast menu here if they want the Caterer to submit proposal on breakfast service. The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee.

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside each item AND indicate the component contribution beside of each item using the following key:

F – fruit; G – bread/grain; M – milk.

**Refer to the Breakfast meal pattern chart above for components and serving sizes required for each specific grade group.*

This breakfast menu MUST be served as written until the SFA approves any changes in writing.

<p>1 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal (WG) w/ String Cheese Raisins 100% Orange Juice Low fat or skim milk</p>	<p>2 Whole Grain Breakfast Pita with Tomato Salsa OR Assorted Cereal (WG) w/ Whole Wheat toast 100% Apple Juice Peach Cup Low fat or skim milk</p>	<p>3 Cinnamon Crunchmania OR Yogurt w/ Graham Crackers (WG) 100% Apple Juice Fresh Orange wedges Low fat or skim milk</p>	<p>4 Whole Grain Breakfast Pizza OR Assorted Cereal w/ WG Bagel/Cream Cheese Banana 100% Orange Juice Low fat or skim milk</p>	<p>5 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ Cheese Cubes 100% Orange Juice Canned Mixed Fruit Low fat or skim milk</p>
<p>8 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal (WG) w/ Whole Wheat Bagel 100% Apple Juice Grapes Low fat or skim milk</p>	<p>9 Whole Grain Breakfast Pizza OR Oatmeal w/ Raisin Whole Wheat Toast 100% Apple Juice Diced Canned Pears Low fat or skim milk</p>	<p>10 Whole Grain Waffles w/ syrup OR Cereal Bar (WG) w/ String Cheese 100% Orange Juice Banana Low fat or skim milk</p>	<p>11 Whole Grain Breakfast Bagel w/ Cream Cheese OR Assorted Cereal (WG) w/ WW Toast Peach Cup 100% Orange Juice Low fat or skim milk</p>	<p>12 Whole Grain Mini Pancakes OR Assorted Cereal (WG) w/ String Cheese 100% Apple Juice Fresh orange wedges Low fat or skim milk</p>
<p>15 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal w/ Graham Crackers Banana 100% Orange Juice Low fat or skim milk</p>	<p>16 Whole Grain Breakfast Pizza OR Grits w/ WG Blueberry muffin 100 % Apple Juice Pineapple Chunks Low fat or skim milk</p>	<p>17 Cinnamon Crunchmania (WG) OR Assorted Cereal (WG) w/ Whole Grain Pop tart 100% Orange Juice Rosy Applesauce Low fat or skim milk</p>	<p>18 Ham Biscuit (WG) OR Assorted Cereal(WG) w/ Whole Wheat Bagel 100% Apple Juice Fresh Orange Low fat or skim milk</p>	<p>19 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ String Cheese 100% Orange Juice Raisins Low fat or skim milk</p>

<p>22 Whole Grain Pancake on a stick w/ Syrup OR Yogurt w/ Animal Crackers 100% Apple Juice Diced Pears Low fat or skim milk</p>	<p>23 Whole Grain Breakfast Pizza OR Cereal Bar w/ String Cheese Canned Mixed Fruit 100% Orange Juice Low fat or skim milk</p>	<p>24 Whole Grain Waffles w/ syrup OR Oatmeal w/ Whole Wheat bagel 100% Apple Juice Banana Low fat or skim milk</p>	<p>25 Whole Grain Breakfast Bagel w/Peanut butter OR Assorted Cereal w/ String Cheese 100% Orange Juice Apple Slices Low fat or skim milk</p>	<p>26 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal w/ Whole Grain Muffin 100% Apple Juice Canned Tropical Fruit Low fat or skim milk</p>
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Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority *(Name of School)*

SFA Number

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

On Behalf of the Catering Company Submitting the Proposal:

Catering Company *(Insert legal name of company)*

Catering Company Address

Responsible Authority Printed Name
(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

Title

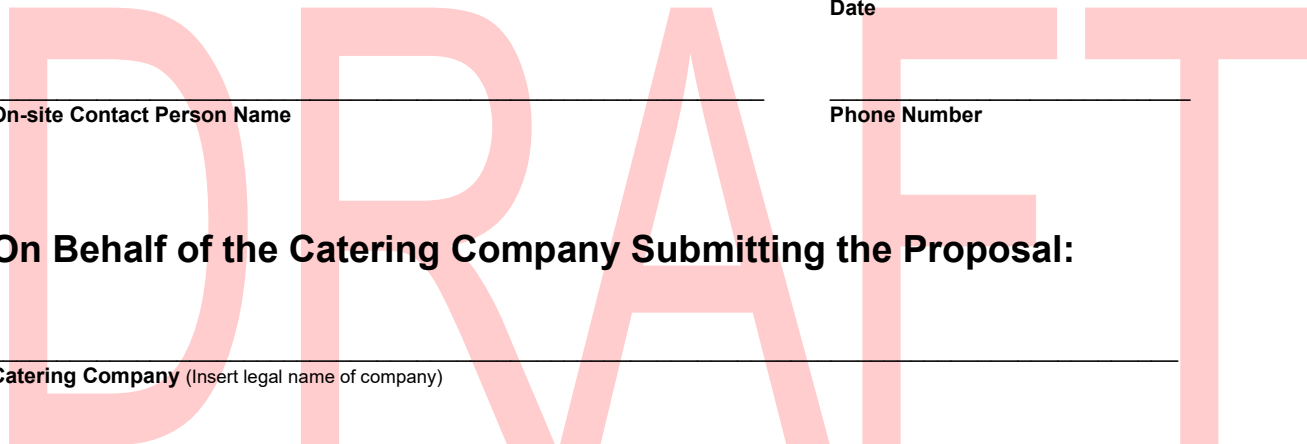
Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number



USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Breakfast/Lunch school meals for the students of H.Y.P.E. Leadership Academy Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the proposal opening. The SFA

reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the proposal, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this RFP, please note it as part of your proposal response.

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the offeror's response.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above.

Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Proposal Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the proposal response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a proposal, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

E. Certification

1. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2. Contracts Exceeding Simplified Acquisition Threshold

For contracts for more than the simplified acquisition threshold currently set at \$150,000, (or less depending upon local policy – replace the \$150,000 with the actual amount approved locally), in the event of the selected caterer's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected caterer and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200 Appendix II(A)]

3. Davis-Bacon Act

The selected caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

4. Rights to Inventions

The caterer shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a time-frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

F. Proposal Evaluation and Award

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, "all or nothing" proposals are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

G. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

H. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

I. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Proposal Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

J. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

K. Records Retention Requirements

By signing this proposal, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; School Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

L. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA, the vendor's failure to meet the required delivery schedules as identified in
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

M. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or

flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

N. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Cumberland County, North Carolina.

O. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

P. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Q. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

R. Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

S. Assurance of Non-Collusion

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

T. Assurances regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any

- insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

U. Proposal Acceptance

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

V. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

W. Questions Regarding Request for Proposal

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376
(734) 624-2897

DRAFT

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Historically Underutilized Business (HUB) Certification

Companies submitting proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Proposal.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

Date

DRAFT

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS
Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

(PLACE THIS FORM ON SFA Letterhead)

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

H.Y.P.E. Leadership Academy

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name of Caterer/Contractor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

Certification of Compliance with the Iran Divestment Act

Name of Caterer/Contractor: _____

Assures compliance with the IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59 (see https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran_Final_Divestment_List.pdf)

As of the date listed below, the Caterer/Contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. (Note: The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer’s website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.)

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date: _____

Printed Name Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

The Iran Divestment Act of 2015 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6_E.pdf **The Act’s requirements use the term “State agency.” G.S. 147-86.57(7) provides that

in the Act, the term “State agency” includes not only State departments, boards, commissions, executive departments, officers and institutions, but also “any political subdivision of the State” such as a Local Government Unit.

CRITERIA FOR SELECTION OF CATERER FOR PROVIDING MEALS SERVICE

The criteria for evaluation of proposals shall be as follows:

- A. The price per meal - Lowest price per meal that meets provisions in the Request for Proposal AND that meets the meal pattern requirements and USDA regulatory provisions for meals served as part of the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or After-School Snack Program (ASSP). Maximum fifty (50) points.
- B. Meal pattern and all menus submitted meet the applicable meal pattern per USDA regulations, including designation of the component contribution and portion size. Caterer demonstrates the ability to comply with USDA regulations in meeting meal pattern and menu compliance. Maximum of thirty (30) points.
- C. Proposal Responsiveness and compliance with submitting all requested documentation, including menus, product specifications, recipes, health inspection, business license and other required documents. Maximum ten (10) points.
- D. Additional Services - Caterer will supply all eating utensils, paper products, condiments; Caterer will provide adult meals, extra milk and additional food items for students and staff. Caterer will complete and submit nutrient analysis (as applicable). Maximum of ten (10) points.

EVALUATION SCORE SHEET*

Name of Catering Company: _____

Evaluation Criteria	Maximum Score	Caterer Score
A. Price Per Meal	50	
B. Must be able to provide compliance with Must be able to provide compliance with	30	
C. Must be able to provide compliance with Must be able to provide compliance with	10	
*D Additional Services	10	
Total	100	

I certify that I have read the guidance, reviewed the potential Contractor's proposal and completed a checklist for each proposal.

Evaluator: _____
Signature

Date

****Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist with contract requirements must be completed by each member to use when reviewing each Catering Company's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.***

NC Department of Public Instruction/School Nutrition Services
**Request for Proposal (RFP) and Contract for Catering Services in the
 National School Lunch and/or Breakfast Program(s)**

Date Issued: XX/XX/XXXX

Description: **H.Y.P.E. Leadership Academy** is seeking Caterers to provide lunch and /or breakfast meals for the 20__-20__ school year. We are currently soliciting competitive proposals and wish to invite your company to submit a proposal. The attached Request for Proposal will also serve as the official Contract once the Contract is successfully executed. The RFP/Contract provides a detailed description of our lunch and/or breakfast program and services that we require, along with Contract terms and conditions, nutrition requirements and a sample four-week cycle menu.

It is important to note the Caterer/Contractor is responsible for any reclaims that may result from a Federal and/or State review resulting from inadequate portion sizes, missing meal components, missing or incomplete production records, standardized recipes, or the absence of any other supporting documentation required under program regulations. Therefore, it is critical that all meals provided include all meal components in the exact portion size. In the event of a reclaim, the SFA will present an invoice to the Caterer/Contractor requiring payment for disallowed meals. Please note that if the Caterer/Contractor adheres to the specific terms and conditions of the Contract, there is minimum risk of a reclaim. It is the responsibility of the SFA to monitor the contract to ensure the terms and conditions are adhered to by all parties (SFA and Caterer/Contractor).

Date Proposal Opens: XX/XX/XXXX

Time Proposal Opens: 7:30am

Proposal Procedure

Submit each Proposal with original signatures and the complete RFP along with the accompanying proposal documents. The Caterer shall complete the attached Proposal/Contract document, indicating the proposed portion sizes and component contribution for each menu item, meeting the USDA meal pattern requirements and indicating the price per meal.

Submit TWO (2) original copies in a SEALED envelope. The sealed package shall be labeled as follows:

H.Y.P.E. Leadership Academy SCHOOL NUTRITION PROGRAM Request for Proposal/Contract 0 Fayetteville Rd Raeford, NC 28376	
Name of Company	
Person authorized to sign the Proposal/Contract	

The Proposals/Contracts received will be reviewed for responsiveness by members of **H.Y.P.E. Leadership Academy** Proposal/Contract Evaluation Team. Please review the Proposal/Contract terms and conditions carefully. When the document is signed by the school administration it becomes the official Contract. Please feel free to call **Joe Salisbury at (734) 624-2897** if you have any questions.

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED.

Special Conditions/Required procedures:

- Monthly menus will be submitted to **H.Y.P.E. Leadership Academy** no later than the **15th** of each month, for menus proposed for the following month.
- Monthly/Daily orders will be provided to the Caterer by **H.Y.P.E. Leadership Academy** no later than **8:00am** prior to the first day of service.
- All food is to be delivered in a **hot holding** or **cold holding** unit that will maintain food temperature in the safe zones until served at these times:
Breakfast: 07:30 a.m. – 08:15 a.m. Lunch 11:00 a.m. – 1:00 p.m.
- Caterer/Contractor completes and delivers to **H.Y.P.E. Leadership Academy** each day, the Daily Meal Production Plan or Delivery Ticket (a form required by the NCDPI). **H.Y.P.E. Leadership Academy** will provide for Caterer the form to record the amount of food prepared and delivered each day.
- Caterer will provide all nutrition information needed for the required nutrient analysis upon request.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies that the Proposal is made without prior arrangements, agreements, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer/Contractor also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer/Contractor certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (North Carolina) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them, and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the qualified responsive and responsible offeror whose proposal is most responsive to this solicitation. A responsible offeror is a Caterer whose financial, technical and other resources indicate an ability to perform the services established by the SFA and required by this solicitation and whose responses best meet the criteria contained throughout the RFP. The award may be made to other than the lowest monetary proposal. If the caterer receives a discount, rebate, allowance, or incentive from any supplier, the caterer must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA.

H.Y.P.E. Leadership Academy reserves the right to reject any, and all, Proposals and to cancel this solicitation if it is in the best interest of the SFA. H.Y.P.E. Leadership Academy shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Caterer's response to this solicitation.

No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions

If any or all parts of the Caterer's Proposal are accepted by H.Y.P.E. Leadership Academy, an authorized representative of H.Y.P.E. Leadership Academy shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between H.Y.P.E. Leadership Academy and the Caterer.

H.Y.P.E. Leadership Academy (SFA) School Nutrition Services Request for Proposal/Contract

I. PURPOSE AND AUTHORITY

This Contract, dated _____, between H.Y.P.E. Leadership Academy, hereinafter referred to as the SFA, and the {INERT NAME of the SERVICE PROVIDER}, hereinafter referred to as the Caterer, authorizes that the Caterer shall provide meals to the school, in accordance with applicable regulations for the Federally-assisted USDA School Nutrition Program(s) referred to below, for the period, not to exceed one year, from July 1st, 20__ through June 30th, 20__. The Contract may be renewed on an annual basis for a four-year period from the date the first Contract was signed. ***If renewed for additional years, a contract amendment will be mutually agreed upon by both parties and approved, prior to signature of both parties, by the Zone Operations and Management Consultant assigned to the Zone.***

The Caterer will provide meals to the following school location(s):

H.Y.P.E. Leadership Academy, 0 Fayetteville Rd, Raeford, NC 28376

Federal Regulations for USDA School Nutrition Programs

National School Lunch Program: 7 CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7 CFR 215

Procurement Regulations 7 CFR 210.16, 7 CFR 210.21, 2 CFR 200.318-326

II. MEALS

A. The Caterer will provide the following types of meals:

(Indicate breakfasts, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites.)

Breakfast and Lunch

B. The Caterer will also provide:

(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

All Condiments
Eating Utensils
Paper Products - including 5 compartment trays
Milk

C. The Caterer will provide meals that meet USDA meal pattern requirements, in accordance with meal patterns in program regulations and attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract, for the following Federally-assisted School Nutrition program(s):

(Indicate which USDA programs will provide reimbursements for catered meals – National School Lunch Program, School Breakfast Program, Afterschool Snack Program, Special Milk Program). If more than one site, indicate any differences between sites.) The Caterer agrees to use the USDA Food Buying Guide, CN Labels, manufacturer's specifications, or Product Formulation Statements to determine that adequate amounts of foods are provided to meet the serving sizes required by the meal pattern:

National School Lunch Program
School Breakfast Program

The SFA has provided at least four weeks of menus for the Caterer *that indicates specific foods/portions* that are to be included in each meal or snack. The Caterer has agreed to provide the foods shown on the menus, in the required portion size. The menu is attached as *Attachment B (lunch)* and *Attachment D (breakfast)* to this Contract and will become part of the Contract. **Any change in the menu, including any substitution of one food for another similar food, must be approved, in writing, in advance, by the SFA.**

The meal pattern for the National School Lunch Program is attached as *Attachment A (lunch)* and *Attachment C (breakfast)* to this Contract. If the Caterer will provide meals or snacks that will be claimed through any other School Nutrition Programs, the applicable meal patterns have been attached to this Contract.

D. The Caterer will prepare meals for the school in the following manner:

(Describe whether Caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

The Caterer will provide meals produced in a USDA inspected facility. The meals will be delivered, along with the written instructions regarding cooking. CN Labels also preferred.

E. If applicable, the Caterer will utilize any USDA Foods made available by the SFA to the maximum extent possible and solely for providing benefits for the school's School Nutrition Program.

III. ORDERING AND DELIVERY

A. The SFA will notify the Caterer weekly in advance of the number of meals needed, as described:

(Indicate deadline(s) for School to send meal orders, such as by a set time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Orders will be submitted weekly or monthly and adjustments can be made to the orders up to 48 hours in advance of delivery

B. The Caterer will deliver meals as described:

(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that the School will pick up meals at Caterer's site. If more than one site, indicate any differences between sites.)

Meal components can be delivered in a combination of frozen, fresh, or dry.

C. Responsibility for transport containers will be as described:

(Indicate whether the Caterer or School will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or School to return transport containers. If more than one site, indicate any differences between sites.)

The caterer is responsible to clean the transport container/truck.

IV. MEAL PRICES AND BILLING

A. The SFA will pay the following prices for meals:

TO BE COMPLETED BY CATERER: *Caterer must indicate price for each meal type (breakfast, lunch, snack, adult) provided by the Caterer. If applicable, indicate charges for extra milk, adult meals, or other. If more than one site, indicate any differences between sites.) (Note: if adult meals will be provided by the Caterer, these meals must be invoiced separately from those meals/snacks prepared for children/students.)*

B. The Caterer will invoice the SFA as described:

TO BE COMPLETED BY CATERER: *Caterer must indicate whether Caterer will bill on weekly, bi-weekly, or monthly basis and when payment is due.)*

V. ADDITIONAL PROVISIONS MUTUALLY AGREED UPON BY THE SCHOOL FOOD AUTHORITY AND THE CATERER

The SFA is responsible for producing a nutrient analysis of meals offered to students, using USDA-approved nutrient analysis software, annually and during reviews conducted by the State Agency. The SFA may wish to negotiate with the Caterer to provide the nutrient analyses, including the Meal Component and Quantity Worksheets. Planned menus for breakfast and lunch must include all required components and meet specified calorie ranges, targets for sodium and saturated fat, and must exclude all Trans-fat.

Please select one:

Caterer will provide the nutrient analysis and Meal Component and Quantity Worksheets.

Caterer will not provide the nutrient analysis and Meal Component and Quantity Worksheets.

Other special provisions:

Caterer is willing to be present for USDA and state technical reviews, when asked, as well as aiding in maintaining compliance with USDA School Nutrition program guidelines. Also must complete routine maintenance on Walk-In Freezer

VI. SCHOOL FOOD AUTHORITY CONTROL OF THE SCHOOL NUTRITION PROGRAM

The School Food Authority (SFA) will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for the Federally-assisted School Nutrition Program(s). The SFA will:

- A. Retain control of the quality, extent, and general nature of the School Nutrition Program, including counting and claiming meals, and ordering and accounting for USDA Foods.
- B. Ensure that the School Nutrition Program conforms to the School's Agreement with the NC Department of Public Instruction/State Board of Education to participate in the Federally-assisted School Nutrition Programs.
- C. Retain control of the nonprofit School Nutrition Program account and overall financial responsibility for the nonprofit School Nutrition Program.

- D. Retain signature authority on the School Nutrition Program agreement. Retain signature authority for the annual School Nutrition Program application and monthly claims by electronically submitting required information to the NC Department of Public Instruction/State Board of Education.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit School Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- F. Retain title to USDA Foods and ensure that all USDA Foods made available to the Caterer accrue only to the benefit of the SFA's nonprofit School Nutrition Program.
- G. Review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. Provide hearings related to eligibility determinations in accordance with 7 CFR 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering Contract documents.
- I. Ensure the Caterer maintains all applicable health certifications and assure all State and local health regulations are being met by Caterer if preparing or serving meals at a school or other facility. The SFA will also maintain all applicable health certifications required to serve catered meals to students.
- J. Monitor catered meals to ensure the preparation and service of food is in conformance with program regulations.
- K. Protect the confidentiality of all proprietary records (including standardized recipes) and ensure such records are not shared with any party outside of the regulatory agencies and agents of these agencies as stipulated in this Contract.
- L. Comply with Federal regulations for accommodating students with special dietary needs and will provide specific meal preparation instructions to the Caterer to ensure reimbursable meals are prepared that meet the child's specific dietary restrictions.

VII. HEALTH AND SANITATION

Non-permitted food establishments cannot prepare food on site. A Food Establishment Permit is required when open or unpackaged food is prepared on site or served by anyone other than food employees of the contracted food establishment providing the catering services.

- A. The SFA and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. The Caterer shall furnish to the SFA a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract and any

amendments or renewals. If Time as a Public Health Control (TPHC) procedure is used as a food safety practice, a current copy is to be provided to the SFA.

The Caterer agrees to maintain a minimum of an “A” Health Inspection Grade throughout the Contract. In the event the Catering facility receives a rating of less than an “A” Health Inspection Grade, the Caterer agrees to contact the SFA immediately and take immediate corrective action to return the rating to an “A”. If the “A” Health Inspection Grade is not restored within thirty days, the SFA may cancel the Contract and enter into an emergency Contract with another Caterer.

- C. All food must arrive at the school site at the temperatures safe for consumption as required by the North Carolina Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher and all cold foods at temperatures of 41 degrees F (41F) or below. All food temperatures shall be verified and documented upon delivery by the SFA. Any food not meeting the required temperatures can be rejected. All food will arrive free of contamination and in sanitary temperature-gauged containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school to maintain proper temperatures unless a written TPHC procedure is followed.
- D. The SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to the SFA. The SFA, the NC Department of Public Instruction, and the US Department of Agriculture reserve the right to inspect the Caterer’s preparation and storage facilities and transporting vehicles, without notice any time.
- E. The Caterer will collaborate with the SFA to develop approved Hazard Analysis and Critical Control Point (HACCP) procedures using the NCDPI provided templates (or approved equivalent) to assure that safe meals are served to students.

VIII. RECORDKEEPING

- A. The Caterer agrees to maintain full and accurate records, which the SFA must keep in order to meet its accountability records for claiming Federal meal reimbursement funds. Required records include: 1) standardized recipes, Nutrition facts labels, ingredient lists, and/or manufacturer’s specification sheets or Product Formulation Statements for each product; 2) daily production records using the NCDPI prototype form unless prior approval has been granted for alternate form(s); or a daily delivery ticket (if the SFA elects to complete the production record) which includes daily quantities of food prepared, by type of meal; and daily number of meals furnished, by type of meal.
- B. The Caterer shall submit at the end of each month, copies of the month’s menus, production records or delivery tickets for menus served, and numbers of meals furnished to the SFA.
- C. The Caterer agrees that a SFA-approved catered meal delivery ticket or production record must accompany the meals to the site(s) each day so that they may be used to document time and temperature of meals upon arrival at the site(s). The Delivery Ticket and/or Production Record shall also be used to determine whether the Caterer provides a sufficient quantity of food to meet the minimum meal component requirements to ensure reimbursable meals. This daily practice will

enable the SFA to document leftover amounts and disposition of foods at the end of the meal service.

- D. The Caterer agrees that all records (including but not limited to those records listed in Item A above) pertaining to the Caterer's preparation, delivery and service of meals and snacks for the SFA's School Nutrition Program will be made available to the SFA upon request and agrees to retain all records for inspection and audit by representatives of the School, the NC Department of Public Instruction/State Board of Education, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the Contract, except that in circumstances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the audit.
- E. The Caterer agrees **to provide a copy of a current license to do business** in North Carolina. This copy shall be attached to the Contract.
- F. The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to the SFA and to the NCDPI upon request. The SFA reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

IX. ADDITIONAL CATERER RESPONSIBILITIES

The Caterer agrees to the following, as required by USDA regulations for operating the Federally-Assisted School Nutrition Programs. The Caterer will:

- A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to the SFA and the State Agency (NC Department of Public Instruction) upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals in conjunction with the SFA's School Nutrition Program
- B. Not offer A la Carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- C. Abide with the Buy American provision which requires SFAs to purchase, to the maximum extent practicable, domestic commodities or products for use in their School Nutrition Programs. Domestic products are those that are produced in the United States and a food product that is processed in the United States substantially (51 percent or more) from American products. Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. All food and beverages for use in the SFA's School Nutrition Program must be purchased from approved sources. All non-domestic foods used in the preparation and service of meals to students shall be approved, in writing, by the School Nutrition Administrator of the SFA. Any non-domestic food product used in the SFA's School Nutrition Program must be documented to the satisfaction of the

School Nutrition Director and the use of all non-domestic foods must receive prior written approval from the School Nutrition Director.

- D. Comply with the following as applicable, incorporated into the Contract by reference:
1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
 3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).
 4. The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. Therefore, the Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on school property or at school events. The Caterer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
 5. Abide with Iran Divestment Act as established by the NC General Assembly.

X. CANCELLATION

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable

opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Caterer's failure to adhere to any of the provisions of this Contract;
- (2) the Caterer delivering any product(s) that fail to meet the specifications included in this Contract;
- (3) the Caterer delivering any substitution(s) of product(s) different than those agreed upon by the SFA and the Caterer prior to any substitution;
- (4) the Caterer's failure to meet the required delivery schedules as identified in the Contract;
- (5) the Caterer's failure to maintain an "A" Sanitation Grade; and
- (6) the Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, the SFA reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the SFA, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the Caterer for any increased costs to the SFA, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

XI. CATERER CERTIFICATION STATEMENTS

- A. If the Contract is for more than \$25,000, Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.
- B. If the Contract is for more than \$100,000, Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.
- C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

Please insert the approximate number of meals you are requesting the Caterer provide each day:

Approximate enrollment:	315 (ADM)
Approximate volume for lunch:	85 to 105 students daily
Approximate volume for breakfast:	75 to 95 students daily

(These numbers are estimates only and do not guarantee that number will be ordered.)

Lunch Meal Pattern

Amount of Food per Week (Minimum per Day) for Lunch

Meal Pattern	Grades K-5	Grades 6-8 or K-8	Grades 9 – 12
Fruit (cups)	2 ½ cups (1/2 cup minimum per day)	2 ½ cups (1/2 cup minimum per day)	5 cups (1 cup minimum per day)
Vegetables (cups)	3 ¾ cups (3/4 cup minimum per day)	3 ¾ cups (3/4 cup minimum per day)	5 cups (1 cup minimum per day)
Dark Green	½ cup	½ cup	½ cup
Red/Orange	¾ cup	¾ cup	1 ¼ cups
Legumes	½ cup	½ cup	½ cup
Starchy Vegetables	½ cup	½ cup	½ cup
Other Vegetables	½ cup	½ cup	¾ cup
Additional Vegetables to Reach Total	1 cup	1 cup	1 ½ cups
Grains (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	8 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Meats/Meat Alternates (oz. equivalent)	8 oz eq minimum per week (1 oz eq minimum per day)	9 oz eq minimum per week (1 oz eq minimum per day)	10 oz eq minimum per week (2 oz eq minimum per day)
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

- All five meal components (fruits, vegetables, grains, meat/meat alternate and milk) must be offered at lunch.
- A daily serving of fruit is required. Fruits may be fresh, frozen, canned in water/ juice/light syrup or dried. One quarter-cup of dried fruit counts as ½ cup of fruit. No more than half of the fruit offerings may be in the form of fruit juice. All juice must be 100% full strength juice. One-eighth cup of fruit is the minimum creditable amount. Fresh fruits should be offered at least 2-3 times per week.
- Vegetable sub-groups must be offered weekly in the amount specified in the chart above. One cup of leafy greens counts as ½ cup of vegetables. No more than half of the vegetable offerings may be in the form of vegetable juice. All juice must be 100% full strength juice. One eighth cup of vegetables is the minimum creditable amount. “Additional Vegetables” may be added from any of the subgroups to meet the total weekly required servings.

4. All grains offered must be whole grain rich, unless the SFA has an approved WG-rich waiver from the SA. Grains include, but are not limited to, breads, rolls, buns, rice, pasta, crackers, tortillas, and breadings on entrees.
5. Fluid milk must be low-fat (unflavored 1% milk fat or less) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
6. Lunch must be priced as a unit in order to be claimed for reimbursement.
7. The Offer vs Serve (OVS) provision at Lunch is required for high schools, but is optional for elementary and middle schools. Under OVS at lunch, students may decline up to 2 of the 5 components offered, but are required to select a minimum of ½ cup serving of fruit or vegetable to be a reimbursable meal. The Caterer must offer the full component amounts to meet the meal pattern for each grade group. Without OVS, students must select full planned servings of all 5 components.
8. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of the food offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks nutrition standards.
9. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional lunch meal pattern for grades K-8 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.
10. Nutrition analyses, using USDA approved software, will document that all program meals are planned and served to meet the meal pattern requirements and dietary specifications for the duration of the Contract. The Contract will specify either the Caterer or the SFA will be responsible for completing the nutrient analysis and the Meal Component and Quantity Worksheets.
11. Water must be available to students at no charge in the area where lunch meals are served and during the lunch period.

The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside of each item AND indicate the component contribution beside each item, using the following key:

M/MA – meat/meat alternative; **V** – vegetable; **F** – fruit; **G** – bread/grain; **M** – milk.

*Refer to the Lunch meal pattern chart above for components and serving sizes required for each specific grade group. An additional daily fruit choice may be added for grades 9-12

This lunch menu **MUST** be served as written until the SFA approves any changes in writing and must include the specific component contribution and portion size.

<p>1 Chicken Filet Sandwich on a Whole Wheat Bun</p> <p>Mixed Vegetables Seasoned Broccoli Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>	<p>2 Cheeseburger on a Whole Wheat Bun</p> <p>Baked French Fries Baby Carrots/Dressing Pineapple Tidbits</p> <p>Low fat or skim milk</p>	<p>3 Baked Beefaroni with Cheese & Whole Wheat Dinner Roll</p> <p>Romaine Garden Salad with Diced Tomatoes Normandy Blend Veg Apple Quick Crisp</p> <p>Low fat or skim milk</p>	<p>4 Taco Supreme w/ Lettuce, Tomato, Shredded Cheese</p> <p>Glazed Carrots Mexican Pinto Beans Fresh Apple</p> <p>Low fat or skim milk</p>	<p>5 Tuna Salad on Lettuce & Crackers</p> <p>Seasoned Collard Greens Peas & Carrots Fresh Orange Wedges</p> <p>Low fat or skim milk</p>
<p>8 Meatball Sub Sandwich</p> <p>Golden Corn California Mix Veg Chilled Tropical Fruit</p> <p>Low fat or skim milk</p>	<p>9 Baked Chicken with Wheat Roll</p> <p>Turnip Greens Sweet Potato Souffle Cinnamon Apples</p> <p>Low fat or skim milk</p>	<p>10 Turkey and Cheese Sandwich</p> <p>Seasoned Green Beans Cauliflower/Cheese Sauce Chilled Peaches</p> <p>Low fat or skim milk</p>	<p>11 Hot Dog on a Whole Wheat Bun</p> <p>Bkd Sweet Potato Fries Baked Beans Fresh Banana</p> <p>Low fat or skim milk</p>	<p>12 Baked Chicken Tenders & WW roll</p> <p>Garden Salad w Grape Tomatoes & Dressing Blackeyed Peas/Snaps Chilled Mixed Fruit</p> <p>Low fat or skim milk</p>
<p>15 Cheeseburger on a Whole Wheat Bun</p> <p>Oven Potato Wedges Cucumber/Tomato Salad Applesauce</p> <p>Low fat or skim milk</p>	<p>16 Ham and Cheese Hoagie</p> <p>Seasoned Spinach Golden Corn Chilled Pears</p> <p>Low fat or skim milk</p>	<p>17 Cheese Quesadillas</p> <p>Brown Rice Glazed Carrots Pinto Beans Chilled Pineapple</p> <p>Low fat or skim milk</p>	<p>18 Baked Spaghetti</p> <p>Seasoned Broccoli Lima Beans Peach Quick Crisp</p> <p>Low fat or skim milk</p>	<p>19 Sloppy Joe on a Whole Wheat Bun</p> <p>Garden Salad w/Dressing Seasoned Green Beans Fresh Orange Wedges</p> <p>Low fat or skim milk</p>

<p>22 Chicken Sandwich on a Whole Wheat Bun</p> <p>Baby Carrots/Dressing Mixed Vegetables Chilled Pears</p> <p>Low fat or skim milk</p>	<p>23 Hot Dog on a Whole Wheat Bun</p> <p>Baked French Fries Baked Beans Cherry Crisp</p> <p>Low fat or skim milk</p>	<p>24 Macaroni & Cheese & Whole Wheat Roll</p> <p>Seasoned Peas & Carrots Seasoned Turnip Greens Fresh Apple</p> <p>Low fat or skim milk</p>	<p>25 Baked Corn Dog (WG)</p> <p>Fiesta Brown Rice Black Beans/Corn Crispy Coleslaw Chilled Applesauce</p> <p>Low fat or skim milk</p>	<p>26 Baked Chicken Nuggets with Whole Grain Roll</p> <p>Baked Sweet Potato Fries Garden Salad/Dressing Fresh Banana</p> <p>Low fat or skim milk</p>
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DRAFT

Delete this section if the SFA will not be serving breakfast and is therefore not asking for breakfast pricing in the RFP

Breakfast Meal Pattern

Amount of food per week (Minimum per day) for Breakfast

Food Group	Grades K – 5	Grades 6 – 8	Grades 9 – 12	Grades K – 12
Fruits (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)
Grains (oz. equivalent) and Meat/Meat Alternate*	7 ounces minimum for week (1 oz minimum per day) *M/M/A may be substituted for grains after the minimum daily grains requirement is met.	8 ounces minimum for week (1 oz minimum per day) *M/M/A may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/M/A may be substituted for grains after the minimum daily grains requirement is met.	9 ounces minimum per week (1 oz minimum per day) *M/M/A may be substituted for grains after the minimum daily grains requirement is met.
Fluid Milk (cups)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)	5 cups (1 cup minimum per day)

1. The minimum creditable serving of fruit and vegetables is 1/8 cup. One quarter-cup of dried fruit credits as 1/2 cup of fruit; 1 cup of leafy greens credits as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full strength juice.
2. For breakfast meal service, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “other vegetables” subgroups.
3. All grains offered must be whole grain-rich, unless the SFA has been approved for a WG-rich waiver. These include, but are not limited to, breads, biscuits, rolls, crackers, and cereals.
4. Fluid milk must be low-fat (1% milk fat or less unflavored) or fat-free (unflavored or flavored). At least two types of milk must be offered at each meal. Milk may be unflavored or flavored provided that unflavored milk is offered at each meal service. Milk must be pasteurized fluid milk that meets State standards.
5. At breakfast, the full component amounts that meet the breakfast meal pattern(s) being used must be offered. Offer v Serve (OVS) is optional at Breakfast for all grade levels. Without OVS, students must select full planned servings of all 4 items (from the 3 component groups and 1 full cup of fruit/vegetable is to be served). With OVS, students may decline 1 of the 4 items offered; however, students are required to take full planned servings of 3 items, including a minimum of 1/2 cup fruit or vegetable for a reimbursable meal.
6. In order to offer a la carte meal service, all eligible children must be offered free, reduced price and full price reimbursable meals. Students may select additional servings of menu items offered and pay for them at the A la Carte (Supplemental Sales) price schedule established by

the SFA. A la Carte items will comply with applicable Federal and State regulations, including Smart Snacks standards.

7. If a school population includes more than one grade grouping, menus must be planned for each grade group. There is an optional breakfast meal pattern for grades K-12 that is available upon request. The SFA and the Caterer must agree upon and identify the specific meal patterns that will be used for meal planning. Menus should be planned to meet student preferences and local geographic food preferences as much as possible within the requirements of the meal patterns. Caterers must provide written notification to the SFA before making substitutions to the planned menu.

DRAFT

The SFA must add a breakfast menu here if they want the Caterer to submit proposal on breakfast service. The following menu is an example only, to be replaced with a Menu that is to be developed by the school's nutrition committee.

NOTE: All Caterers must make their proposal based on the same menu AND must indicate the portion/serving size beside each item AND indicate the component contribution beside of each item using the following key:

F – fruit; G – bread/grain; M – milk.

**Refer to the Breakfast meal pattern chart above for components and serving sizes required for each specific grade group.*

This breakfast menu MUST be served as written until the SFA approves any changes in writing.

<p>1 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal (WG) w/ String Cheese Raisins 100% Orange Juice Low fat or skim milk</p>	<p>2 Whole Grain Breakfast Pita with Tomato Salsa OR Assorted Cereal (WG) w/ Whole Wheat toast 100% Apple Juice Peach Cup Low fat or skim milk</p>	<p>3 Cinnamon Crunchmania Yogurt w/ Graham Crackers (WG) 100% Apple Juice Fresh Orange wedges Low fat or skim milk</p>	<p>4 Whole Grain Breakfast Pizza OR Assorted Cereal w/ WG Bagel/Cream Cheese Banana 100% Orange Juice Low fat or skim milk</p>	<p>5 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ Cheese Cubes 100% Orange Juice Canned Mixed Fruit Low fat or skim milk</p>
<p>8 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal (WG) w/ Whole Wheat Bagel 100% Apple Juice Grapes Low fat or skim milk</p>	<p>9 Whole Grain Breakfast Pizza OR Oatmeal w/ Raisin Whole Wheat Toast 100% Apple Juice Diced Canned Pears Low fat or skim milk</p>	<p>10 Whole Grain Waffles w/ syrup OR Cereal Bar (WG) w/ String Cheese 100% Orange Juice Banana Low fat or skim milk</p>	<p>11 Whole Grain Breakfast Bagel w/ Cream Cheese OR Assorted Cereal (WG) w/ WW Toast Peach Cup 100% Orange Juice Low fat or skim milk</p>	<p>12 Whole Grain Mini Pancakes OR Assorted Cereal (WG) w/ String Cheese 100% Apple Juice Fresh orange wedges Low fat or skim milk</p>
<p>15 Whole Grain French Toast Sticks w/ Syrup OR Assorted Cereal w/ Graham Crackers Banana 100% Orange Juice Low fat or skim milk</p>	<p>16 Whole Grain Breakfast Pizza OR Grits w/ WG Blueberry muffin 100 % Apple Juice Pineapple Chunks Low fat or skim milk</p>	<p>17 Cinnamon Crunchmania (WG) OR Assorted Cereal (WG) w/ Whole Grain Pop tart 100% Orange Juice Rosy Applesauce Low fat or skim milk</p>	<p>18 Ham Biscuit (WG) OR Assorted Cereal(WG) w/ Whole Wheat Bagel 100% Apple Juice Fresh Orange Low fat or skim milk</p>	<p>19 Whole Grain Pancake Pup OR Assorted Cereal (WG) w/ String Cheese 100% Orange Juice Raisins Low fat or skim milk</p>

<p>22 Whole Grain Pancake on a stick w/ Syrup OR Yogurt w/ Animal Crackers 100% Apple Juice Diced Pears Low fat or skim milk</p>	<p>23 Whole Grain Breakfast Pizza OR Cereal Bar w/ String Cheese Canned Mixed Fruit 100% Orange Juice Low fat or skim milk</p>	<p>24 Whole Grain Waffles w/ syrup OR Oatmeal w/ Whole Wheat bagel 100% Apple Juice Banana Low fat or skim milk</p>	<p>25 Whole Grain Breakfast Bagel w/Peanut butter OR Assorted Cereal w/ String Cheese 100% Orange Juice Apple Slices Low fat or skim milk</p>	<p>26 Egg Patty with Cheese Whole Grain Biscuit OR Assorted Cereal w/ Whole Grain Muffin 100% Apple Juice Canned Tropical Fruit Low fat or skim milk</p>
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Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority *(Name of School)*

SFA Number

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

On Behalf of the Catering Company Submitting the Proposal:

Catering Company *(Insert legal name of company)*

Catering Company Address

Responsible Authority Printed Name
(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

Title

Responsible Authority Signature

Phone Number

Date

On-site Contact Person Name

Phone Number

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USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Breakfast/Lunch school meals for the students of H.Y.P.E. Leadership Academy Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the proposal opening. The SFA

reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the proposal, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this RFP, please note it as part of your proposal response.

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the proposal response.

"Cost Plus" proposals will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the offeror's response.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all proposal prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Proposal Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the proposal response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a proposal, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

E. Certification

1. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

2. Contracts Exceeding Simplified Acquisition Threshold

For contracts for more than the simplified acquisition threshold currently set at \$150,000, (or less depending upon local policy – replace the \$150,000 with the actual amount approved locally), in the event of the selected caterer's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the selected caterer and shall have the right to seek all sanctions and penalties as may be appropriate. [2 CFR 200 Appendix II(A)]

3. Davis-Bacon Act

The selected caterer shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

4. Rights to Inventions

The caterer shall comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a time-frame providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

F. Proposal Evaluation and Award

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, "all or nothing" proposals are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

G. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

H. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

I. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Proposal Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

J. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

K. Records Retention Requirements

By signing this proposal, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; School Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

L. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA, the vendor's failure to meet the required delivery schedules as identified in
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

M. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or

flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

N. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Cumberland County, North Carolina.

O. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

P. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Q. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

R. Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

S. Assurance of Non-Collusion

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

T. Assurances regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any

- insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

U. Proposal Acceptance

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

V. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

W. Questions Regarding Request for Proposal

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376
(734) 624-2897

DRAFT

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Historically Underutilized Business (HUB) Certification

Companies submitting proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Proposal.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

Date

DRAFT

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS
Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

(PLACE THIS FORM ON SFA Letterhead)

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name (Please Print)

Signature of Authorized Representative

Date

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

H.Y.P.E. Leadership Academy

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at (Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name of Caterer/Contractor: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

Certification of Compliance with the Iran Divestment Act

Name of Caterer/Contractor: _____

Assures compliance with the IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59 (see https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran_Final_Divestment_List.pdf)

As of the date listed below, the Caterer/Contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. (Note: The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.)

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date: _____

Printed Name Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

The Iran Divestment Act of 2015 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6_E.pdf **The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that

in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.

CRITERIA FOR SELECTION OF CATERER FOR PROVIDING MEALS SERVICE

The criteria for evaluation of proposals shall be as follows:

- A. The price per meal - Lowest price per meal that meets provisions in the Request for Proposal AND that meets the meal pattern requirements and USDA regulatory provisions for meals served as part of the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or After-School Snack Program (ASSP). Maximum fifty (50) points.
- B. Meal pattern and all menus submitted meet the applicable meal pattern per USDA regulations, including designation of the component contribution and portion size. Caterer demonstrates the ability to comply with USDA regulations in meeting meal pattern and menu compliance. Maximum of thirty (30) points.
- C. Proposal Responsiveness and compliance with submitting all requested documentation, including menus, product specifications, recipes, health inspection, business license and other required documents. Maximum ten (10) points.
- D. Additional Services - Caterer will supply all eating utensils, paper products, condiments; Caterer will provide adult meals, extra milk and additional food items for students and staff. Caterer will complete and submit nutrient analysis (as applicable). Maximum of ten (10) points.

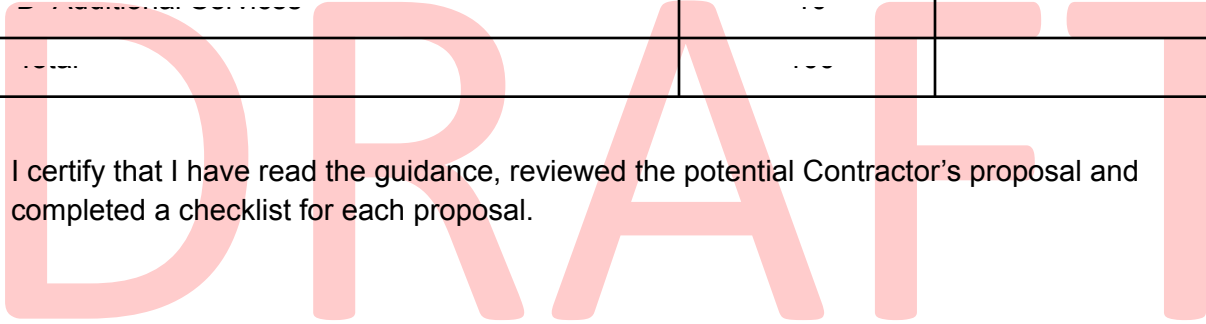
DRAFT

EVALUATION SCORE SHEET*

Name of Catering Company: _____

Criteria	Score	Comments

I certify that I have read the guidance, reviewed the potential Contractor's proposal and completed a checklist for each proposal.



Evaluator: _____
Signature

Date

****Each RFP Selection Committee member must refer to specific criteria for selection of contractor. Each committee member must be knowledgeable with all contractors' proposals submitted to the SFA. A checklist with contract requirements must be completed by each member to use when reviewing each Catering Company's submitted contract. The original score sheets must be completed and kept on file by the SFA for review purposes.***

I. Introduction and Overview

H.Y.P.E. Leadership Academy is accepting bids for a cleaning contract and day-porter service. These should be submitted as two separate bids but may be included in the same bid packet. The point of contact for all bids will be Joe Salisbury of H.Y.P.E. Leadership Academy. All inquiries should be made through e-mail to: joe@hype-leadership.org.

Sealed bids will be accepted for H.Y.P.E.'s Cleaning Contract until 10:00 a.m., _____, 20__ (the Due Date). Bids will be opened on the Due Date at 3:30 p.m. Bid proposals may only be delivered via U.S. Mail, courier service, or hand delivery. H.Y.P.E. reserves the right to reject bids that do not meet the bidding requirements, and to choose the bid that is deemed most advantageous to H.Y.P.E. Leadership Academy. Bids can be mailed, or dropped off at:

H.Y.P.E. Leadership Academy
Attn: Joe Salisbury
0 Fayetteville Rd
Raeford, NC 28376

II. Specifications for Bid

Bidders must provide a proposed contract that includes references, proof of insurance, costs encompassing all required work, and a work to be completed page that covers all the details in section III. The duration of the proposed contract should be that of 12 months, beginning on July 1, 20__ and ending on June 30, 20__. The contract must include the variance that H.Y.P.E. Leadership Academy reserves the right to end the contract, prior to term, with or without cause, after 14 days of written notice.

III. Scope of Work

Work to be performed on a nightly basis from July 1st – June 30th

ENTRANCES

- Clean all glass on entrance doors and adjoining glass
- Vacuum entrance carpets.
- Dust mop and wet mop all tile.

COORIDORS

- Vacuum all carpet
- Spot clean marks on walls and glass as needed.

OFFICE AREAS

- Vacuum carpets, spot clean as needed.
- Clean/Sanitize door handles, light switches, and door jams.
- Empty all wastebaskets; replace liners.

- Clean all windowsills, ledges, desks, and other surfaces as needed. Desks covered with papers, documents, etc. should not be cleared as to prevent misplacement, loss, or damage.
- Spot clean marks on walls as needed.

CAFETERIA

- Vacuum carpeted
- Tables wiped down and sanitized
- Kitchen surfaces and floors must be cleaned and sanitized

RESTROOMS

- Wet mop and sanitize all floors.
- Spot clean walls and partitions as needed.
- Clean and polish all mirrors.
- Clean and sanitize toilet bowls, urinals, sinks, countertops, and polish chrome fixtures.
- Empty all waste and sanitary containers; replace liners.
- Replenish hand towels, toilet paper, and soap as needed.

CLASSROOMS

- Empty all wastebaskets; replace liners.
- Clean and sanitize sinks and countertops.
- Dust mop/wet mop tile floors.
- Vacuum carpeted areas. Spot clean carpet as needed.
- Spot clean doors and walls as needed.
- Dust all windowsills, whiteboard ledges, file cabinets, and other surfaces as needed. Desks covered with paper, books, documents, etc. should not be cleared as to prevent misplacement, loss, or damage.

During Christmas break the scope of work should include a complete carpet cleaning, tile scrubbing, and all windows both interior and exterior should be cleaned. The cleaning responsibilities will consist of a one-time application of all duties described in the nightly scope of work.

During Spring Break the scope of work should include a complete carpet cleaning, tile scrubbing, and all windows both interior and exterior should be cleaned. Other cleaning responsibilities will consist of a one-time application of all duties described in the nightly scope of work.

IV. Supplies, Wax, Cleaners, and Equipment

The school will provide all trash can receptacles and liners, paper products, and hand soap products. All other needed supplies, wax, wax stripper, cleaners, etc., and equipment will be provided by the cleaning company. The cleaning company will be

provided a space to store supplies and equipment by the school facility staff. The school does not warranty, protect, or take responsibility for any lost, damaged, or stolen items. The cleaning company must provide the school facility staff with MSDS worksheets on all chemicals to be used on the school property and all containers must be appropriately labeled.

V. Flooring Composition and Size

There will be roughly 34,300 square feet of flooring that needs to be cleaned. The composition breakdown is as follows:(ALL square footage given are approximates)

Carpet – 17,000 sf

LVT – 15,000 sf

Concrete – 800 sf

Tile – 1,500 sf

VI. Site Walk-through

A walk-through of H.Y.P.E. Leadership Academy can be provided to interested bidders. To schedule a walk-through of the facilities please contact Joe Salisbury at joe@hype-leadership.org

H.Y.P.E. Leadership Academy's address is:
0 Fayetteville Rd
Raeford, NC 28376

VII. Day-Porter Service

The day-porter will be at the school every school day from 7am-4:00pm. The day-porter's scope of work would be a variety of tasks, mostly at the school's discretion. Daily tasks include opening of the buildings, clearing of all walkways and entrances, cleaning of the lunchrooms, and monitoring the cleanliness of all bathrooms, offices, and corridors. Other tasks could include, but are not limited to, minor maintenance and repair, spot cleaning floors when spills, vomit, etc. occur, spot cleaning walls, moving classroom furniture, and other tasks requested by the school.

Pricing for the day-porter service needs to be broken out, or priced separately, from the cleaning service quote. The school holds the right to contract either or both cleaning and/or day-porter services.

VIII. Method of Award and Selection Criteria

In addition of contract cost, which is the number one selecting factor, other factors that may be considered for evaluating bids are the ability and skill, reputation and appearance, and past work history of the bidder. The school will enter into contract with the bidder that they feel most confident will satisfy all of their requirements. It is the intention of H.Y.P.E. to notify the winning bidder no later than _____, 20____. The winning bidder will be contacted by phone, followed in writing.

**Language Instruction Educational Program (LIEP) Services
2022-2023**

LEA/Charter Name: H.Y.P.E. Leadership Academy LEA/ Charter Number: N/A Submission Date: N/A

Contact Name: Gerard Falls Email: gfalls@capitolcoreacademy.org Phone: 910-849-0888

CONTEXT
Our EL Student needs are provided by a certified MTSS Teacher or EL Coordinator.

CRITERIA		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
K: W-APT score of 14 or below. 1-12: WIDA SCREENER/ACCESS scores Overall Composite 1.0 - 2.0 Reading and/or Writing 1.0 - 2.0 Listening and/or Speaking 1.0 - 3.0 <2 years in US Schools Not proficient in EOGs/EOCs Needs language support to participate in content classes. Students with Interrupted Formal Education (SIFE)	K: W - APT score 15 - 21. 1 - 12: WIDA SCREENER ACCESS scores Overall Composite 2.0 - 4.0 Reading and/or Writing 2.0 - 4.0 Listening and/or Speaking 2.0 - 4.0 >2 years in US Schools Not proficient in EOGs/EOCs Struggles to manage academics	K: W-APT score 22-26. 1-12: WIDA SCREENER/ACCESS scores Overall Composite 4.0 - 4.8 Reading and/or Writing 4.0 - 5.6 Listening and/or Speaking 4.0 - 6.0 Years in US schools varies. Maybe proficient on EOGs/EOCs Manages class content.
<i>Service for dually identified students (EC/EL OR AIG/EL) will be determined on a case-by-case basis.</i>		

SERVICES: Elementary School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Pullout a minimum of 2 days a week with MTSS teacher for a minimum of 30 minutes. • Differentiated ELA program with computer support (i-Ready, i-Station AtoZ, etc.). 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Mostly co-teaching with some pullouts as needed based on teacher recommendations and assessment data. • Differentiated ELA program with computer support (i-Ready, i-Station, AtoZ, etc.). 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.

SERVICES: Middle School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services

<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in services in core instruction as needed based on teacher recommendation and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in with MTSS teacher as needed based on teacher recommendations and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.
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SERVICES: High School		
Comprehensive Language Services	Supportive Language Services	Transitional Language Services
<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations. • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in services in core instruction as needed based on teacher recommendation and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications and accommodations • Differentiated ELA program with computer support (i-Ready). • Pullout or push-in with MTSS teacher as needed based on teacher recommendations and/or assessment data 	<ul style="list-style-type: none"> • Appropriate instructional modifications as needed based on data analysis.

Educational Evidence of Need and Targeted Population (Appendix A)

Who and Why?

H.Y.P.E. Leadership Academy will fulfill three primary needs identified in Hoke County:

- 1) Give families an option outside of Hoke County public schools
- 2) Create smaller class sizes in a growing county with limited schools
- 3) Provide a high level, innovative opportunity for students which will support the growing population

Hoke County is in a very unique position at this time. According to the US Census Bureau, over the past 10 years Hoke County has increased in population by 10.93%. They are also predicting around 1.5% growth each year over the next 10 years, leading to another 15% growth in population. After talking with the city planner of Hoke County, he provided detailed information on upcoming residential developments that are taking place over the next few years.

Subdivision Name	Lots	Homes/Apts	Year Approved
Blackhawk Landing	139	139	2020
Stout Landing	193	193	2020
Winchester	33	549	2020
Maxwell Ridge	16	16	2020
Beharry Acres	18	18	2020
Timberland	69	69	2020
Wood Lake II	12	12	2020
Ryan's Run	56	56	2020
Woodsrun	13	13	2020
Hackett Multi-Family	192	384	2021
Brookstone Village	166	166	2021
B&B Loop	33	33	2021
Carter Farms	49	816	2021
Townsend Estates	61	192	2021
Graceland	81	81	2021
Johnson Estates	18	18	2021
Carolina Crossing	64	64	2021
Walters Meadow	67	67	2021
Bedford Phase 5	117	117	2021
Turnberry Minor	2	2	2021
Cameron Village	124	124	2021
Lumbee Quality Builders Minor	1	1	2021

Cheraw Acres	19	19	2021
James Farm Phase 2	8	8	2021
Maebuilt Minor	3	3	2021
B&B Loop Minor	3	3	2021
Westgate Pt 2 - HH Homes	497	497	2022
TOTAL	2054	3660	

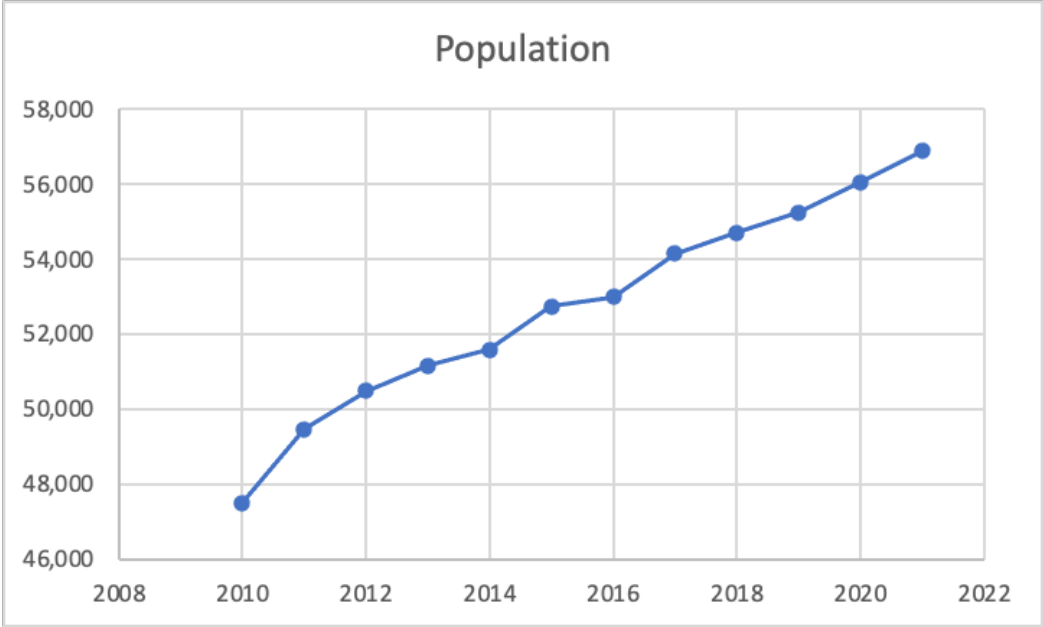
As you can see, there are 2,054 lots already slated for development since the beginning of 2020, creating 3,660 new dwellings for families to live in. Being linked to Fort Bragg and neighboring Cumberland County has created a growing need for educational choices for families. Currently there are 8 elementary schools, 3 middle schools, and 1 high school.

iBragg (Improving Bragg Roads and Access for Greater Growth) has stated that as of 2019 there are 52,280 active duty soldiers, 12,624 reserve soldiers, 8,757 civilian employees, 3,51 contractors, and 62,962 family members living on or around Fort Bragg. NC is expanding Outer Loop I-295, slated to be completed in 2024, to the edge of Cumberland County, allowing more families to reside in Hoke, and surrounding counties and get to Fort Bragg quicker.

Percentage of Students by Demographics:

Location	Male	Female	White	Black	Hispanic	American Indian	Asian	Pacific Islander	Two/More
District (HOKE)	53%	47%	24.40%	32.80%	23.20%	7.70%	0.80%	0.30%	10.80%
State	51.30%	48.70%	44.62%	24.70%	20.48%	1.08%	3.82%	0.14%	5.13%

According to The US Census data from 2020, the following represent the population of Hoke County: Median Household Income (\$): \$48,072; Population: 52,082; Households: 17,799; Persons per household 2.95.



Education:

Below is a profile of Hoke County Schools including demographics, school general statistics, and educational performance.

<table border="0"> <tr><td>Native American</td><td>8%</td><td><div style="width: 8%;"></div></td></tr> <tr><td>Asian or Pacific Islander</td><td><1%</td><td><div style="width: 1%;"></div></td></tr> <tr><td>Hispanic</td><td>22%</td><td><div style="width: 22%;"></div></td></tr> <tr><td>Black</td><td>33%</td><td><div style="width: 33%;"></div></td></tr> <tr><td>White</td><td>25%</td><td><div style="width: 25%;"></div></td></tr> <tr><td>Native Hawaiian or Other Pacific Islander</td><td><1%</td><td><div style="width: 1%;"></div></td></tr> <tr><td>Two or more races</td><td>8%</td><td><div style="width: 8%;"></div></td></tr> </table> <table border="0"> <tr><td><div style="width: 7%;"></div> 7%</td><td>Students learning English ?</td></tr> <tr><td><div style="width: 75%;"></div> 75%</td><td>Students from low-income families ?</td></tr> <tr><td><div style="width: 48%;"></div> 48%</td><td rowspan="2">Gender</td></tr> <tr><td><div style="width: 52%;"></div> 52%</td><td>Female</td></tr> <tr><td></td><td>Male</td></tr> </table>	Native American	8%	<div style="width: 8%;"></div>	Asian or Pacific Islander	<1%	<div style="width: 1%;"></div>	Hispanic	22%	<div style="width: 22%;"></div>	Black	33%	<div style="width: 33%;"></div>	White	25%	<div style="width: 25%;"></div>	Native Hawaiian or Other Pacific Islander	<1%	<div style="width: 1%;"></div>	Two or more races	8%	<div style="width: 8%;"></div>	<div style="width: 7%;"></div> 7%	Students learning English ?	<div style="width: 75%;"></div> 75%	Students from low-income families ?	<div style="width: 48%;"></div> 48%	Gender	<div style="width: 52%;"></div> 52%	Female		Male	<ul style="list-style-type: none"> > District size: 14 schools > Grades: PK-13 > Enrollment: 8,577 students > Student:Teacher Ratio: 14:1 > Minority Enrollment: 75% > Graduation Rate: 88% (Top 50% in NC) > Overall District Rank: Bottom 50% > Math Proficiency: 35% (Btm 50%) > Reading Proficiency: 40% (Btm 50%) > Source: National Center for Education Statistics (NCES), NC Dept. of Education
Native American	8%	<div style="width: 8%;"></div>																														
Asian or Pacific Islander	<1%	<div style="width: 1%;"></div>																														
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<div style="width: 52%;"></div> 52%		Female																														
	Male																															

Without analyzing disaggregated data and seeing it by subgroup, it is difficult to determine exactly what needs or challenges may be present. What can be ascertained is that many of the Hoke County students may benefit from a smaller school environment with a focus on building leadership habits to improve academic performance. See the math and reading data below.



Hoke County Schools School District, which is ranked within the bottom 50% of all 321 school districts in North Carolina (based off of combined math and reading proficiency testing data) for the 2020-2021 school year.



The school district's graduation rate of 88% has increased from 75% over five school years.

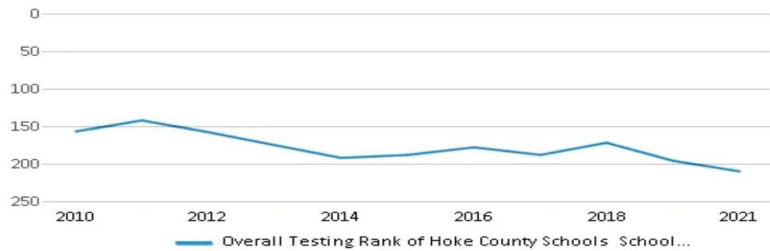
Definition of Terms 2020-2021 School Year Data

This School District

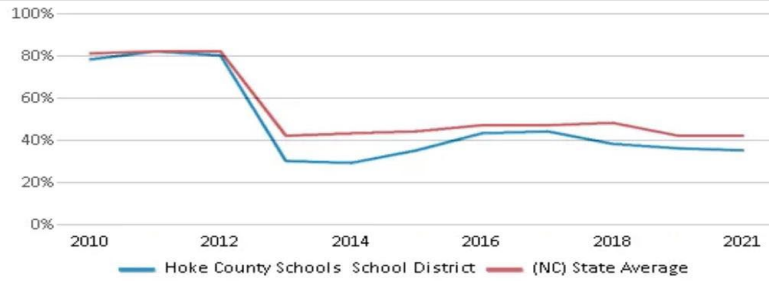
State Average (NC)

Overall District Rank

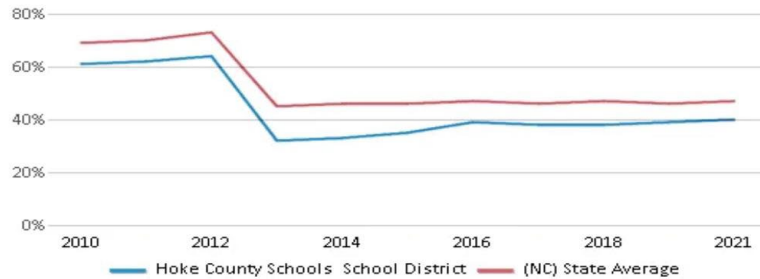
#210 out of 321 school districts
(Bottom 50%)



Math Test Scores (% Proficient)



Reading/Language Arts Test Scores (% Proficient)



Graduation Rate



Academic Year Grades Served		Projected Enrollment
First	K0, 01, 02, 03, 04, 05	310
Second	K0, 01, 02, 03, 04, 05, 06	385
Third	K0, 01, 02, 03, 04, 05, 06, 07	460
Fourth	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Fifth	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Sixth	K0, 01, 02, 03, 04, 05, 06, 07, 08	610
Seventh	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09	685
Eighth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10	760
Ninth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11	835
Tenth	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11,	835

Subdivision Name	Lots	Homes/Apts	Year Approved
Blackhawk Landing	139	139	2020
Stout Landing	193	193	2020
Winchester	33	549	2020
Maxwell Ridge	16	16	2020
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Brookstone Village	166	166	2021
B&B Loop	33	334	2021
Carter Farms	49	816	2021
Townsend Estates	61	192	2021
Graceland	81	81	2021
Johnson Estates	18	18	2021
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Turnberry Minor	2	2	2021
Cameron Village	124	124	2021
Lumbee Quality Builders Minor	1	1	2021
Cheraw Acres	19	19	2021
James Farm Phase 2	8	8	2021
Maebuilt Minor	3	3	2021
B&B Loop Minor	3	3	2021
Westgate Pt 2	497	497	2022
Scott Hill	21	21	2022
Winchester Phase 2	26	26	2022
Graceland Phase 2	35	35	2022
Jamestown	15	15	2022
McPhail Meadows	26	26	2022
Stout Landing Phase 2	38	38	2022
Wood Lake II (Phase 2)	14	14	2022
Blackhawk Landing Phase 2	73	73	2022
Philippi Church Road	4	4	2023
Roberts Grove	10	10	2023
Windsor Trace	4	4	2023
Woodhaven	33	33	2023
Carolina Crossing Phase 2	45	45	2023

Walters Meadow Phase 2

63

63

2023

TOTAL BUILDS

2461

4368

Beth.cross@dpi.nc.gov or diane at dfey@ncmcs.org (910) 947-2342 office or (217) 417-5644 cell for any AIG coordinator/AIG plan questions.

2022-2025 Local AIG Plan Development – Planning Document

NC AIG Program Standard 1: Identification

The LEA’s student identification procedures for AIG are clear, equitable, and comprehensive and lead towards appropriate educational services.

<p>NC AIG Program Practices</p> <p>Standard 1</p>	<p>LEA Response</p>
<p>a) Develops both screening and referral processes that lead to AIG identification at all grade levels. Provides opportunities for every student to show their strengths and talents.</p>	<p>H.Y.P.E. Leadership Academy (HYPE)'s AIG plan identification criteria will serve to identify gifted students in all populations at HYPE to ensure that the process is fair, transparent, and consistent.</p> <p>For those students who enroll in HYPE with an AIG label from a school with a state approved AIG Plan, they will be placed in the AIG program aligned with their grade level.</p> <p>For incoming students who have been targeted as potential AIG students but their previous schools do not have a state approved AIG program, HYPE will place these students into the AIG program until the identification process is completed.</p> <p>H.Y.P.E. Leadership Academy (HYPE) will use the following criteria to identify students for AIG Services:</p> <ul style="list-style-type: none"> ● Determine Power School identified students enrolled at HYPE as well as include a line on the records request for AIG records if applicable. ● For those students identified, the steps are as follows: <ol style="list-style-type: none"> a) Communicate in written form with parents – letter or email b) Team pulls AIG student information from previous school c) Team prepares Individualized25 of Plan for each identified student (DEP/IDEP form) d) Hold initial conference to sign forms and discuss placement and service e) Parental signature required on student DEP/IDEP before official placement ● For unidentified student referrals (students that exhibit AIG behaviors or enroll from schools without a state approved AIG Plan), HYPE will follow these steps: <ol style="list-style-type: none"> a) Referral to AIG Program (by previous school; guardian; teacher) b) Notice and Consent form for AIG evaluation c) Parents, students, and teachers complete the Student Rating Assessment d) Placement Rubric that determines eligibility e) Hold conference with parents after determining eligibility for implementation of services

- f) Team prepares Individual Student Plan for each identified student (ISP form)
- g) Submit PowerSchool Reporting form to Data Manager

H.Y.P.E. Leadership Academy Screening will be completed as follows:

Single Subject Acceleration (Grades K-2)

- A nurturing program is in place to serve K-2 students that demonstrate academic potential. Students are selected using multiple criteria to participate in this challenging and nurturing program. In instances where a K-2 student shows signs of highly gifted characteristics, a body of evidence will be collected over time using multiple criteria. Once sufficient data is collected, the AIG teacher/Team will review the body of evidence. If testing is needed, the student will be referred for individual aptitude testing.
 - iReady data will be used to identify students in math and/or reading that are excelling
 - teacher-given assessments will be used to identify students that have mastered standards before their peers on 3 or more instances
 - teachers, parents/guardians, community members will nominate students for the AIG program
 - AIG certified teacher will push in to the classrooms for 10 - 15 structured
- Students identified in grades kindergarten through second grade will have a single subject for acceleration chosen by the AIG Coordinator based on available data. These students may be identified through iReady assessment data, and teacher or parent nomination. Kindergarten through grade two screening will be completed by the second trimester of each school year to ensure that identified students have received ample accelerated instruction to meet their individual learning needs.

Talent Development (3rd Grade - 5th Grade)

Pathway 1:

- After considering pathway 2, we look to the student’s aptitude indicators to determine if Pathway 1 is an option for identification. In this pathway, a student needs to meet **four** different criteria between listed options in the same subject area to form a combination of 2 aptitude indicators AND 1 achievement indicator AND 1 performance indicator.
- This pathway allows us to identify particular needs of students; especially those who have a strength in one area and challenge in the other.

Pathway 1A:

- Aptitude Indicator: **Nationally-normed aptitude or IQ test** = Full scale score of 98th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 92nd percentile of lower (B) OR 84th percentile on an above grade level (B), nationally normed achievement test

- Performance Indicator: **Grade or Gifted Rating Scale** = Course grade of 89% or lower (B) OR gifted rating scale scores of 89th percentile or lower from 2 different options

Pathway 1B:

- Aptitude Indicator: **Nationally-Normed aptitude or IQ test** = full scale score of 89th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 98th percentile or higher OR 93rd percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = course grade of 90% or higher OR gifted rating scale score of 90th percentile or higher from 2 different options

Pathway 1A identification indicates that a child’s intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 1B identification indicates that a child’s intellectual abilities and academic abilities are highly advanced when compared to peers of the same age in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 2:

- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators AND/OR 1 achievement indicator AND/OR 1 performance indicator.
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale

Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale**= Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
- Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic.
- Although Pathway 2 is considered first when identifying students, student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.

Pathway 3:

- Pathway 3 is for a student who has educational or situational circumstances for which traditional testing alone may not be sufficient to identify giftedness. The school's AIG Team completes the application process for a student who has a formal Pathway 3 nomination. Typically, these students are culturally or linguistically diverse, economically disadvantaged, have a physical and/or sensory disability, and/or have a documented learning and/or processing disability.
- The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non- traditional measures include the use of the Gifted Rating Scale (GRS), Scales for Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP).
- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar) Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team
- Students who qualify for services via Pathway 3 are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic. Gifted services offered by Union County Public Schools are under the care and responsibility of the AIG Department.
- The purpose of the AIG program is to address the needs of students with demonstrated high ability and aptitude for learning. The program provides differentiated instruction and curriculum approaches beyond that of the general education classroom that are evidence-based best practices for serving gifted students.
- Gifted services provide an array of learning environment service options, content modifications to the general education curriculum including a value-added replacement curriculum, and enrichment opportunities.

Gifted Education (6th Grade- 8th Grade)

Pathway 1:

- After considering pathway 2, we look to the student's aptitude indicators to determine if Pathway 1 is an option for identification. In this pathway, a student needs to meet **four** different criteria between listed options in the same subject area to form a combination of 2 aptitude indicators AND 1 achievement indicator AND 1 performance indicator.
- This pathway allows us to identify particular needs of students; especially those who have a strength in one area and challenge in the other.

Pathway 1A:

- Aptitude Indicator: **Nationally-normed aptitude or IQ test** = Full scale score of 98th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 92nd percentile of lower OR 84th percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = Course grade of

90% or lower OR gifted rating scale scores of 89th percentile or lower from 2 different options

Pathway 1B:

- Aptitude Indicator: **Nationally-Normed aptitude or IQ test** = full scale score of 89th percentile or higher AND/OR subtest composite score of 98th percentile or higher
- Achievement Indicator: **NC EOG** = NC EOG score of 98th percentile or higher OR 93rd percentile on an above grade level, nationally normed achievement test
- Performance Indicator: **Grade or Gifted Rating Scale** = course grade of 90% or higher OR gifted rating scale score of 90th percentile or higher from 2 different options

Pathway 1A identification indicates that a child's intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student's Individualized Differentiated Education Plan (IDEP).

Placement into services is not automatic.

Pathway 1B identification indicates that a child's intellectual abilities and academic abilities are highly advanced when compared to same age peers in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student's Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.

Pathway 2:

- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators AND/OR 1 achievement indicator AND/OR 1 performance indicator.
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of

90th percentile or higher

- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test** = NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
- Performance Indicator: **Grade OR Gifted Rating Scale**= Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
- Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic.
- Although Pathway 2 is considered first when identifying students, student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.

Pathway 3:

- Pathway 3 is for a student who has educational or situational circumstances for which traditional testing alone may not be sufficient to identify giftedness. The school's AIG Team completes the application process for a student who has a formal Pathway 3 nomination. Typically, these students are culturally or linguistically diverse, economically disadvantaged, have a physical and/or sensory disability, and/or have a documented learning and/or processing disability.
- The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non-traditional measures include the use of the Gifted Rating Scale (GRS), Scales for Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP).
- In this pathway, a student needs to meet **three** different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators
- Aptitude Indicator: **Nationally-Normed Aptitude OR IQ Test** = Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed**

Achievement Test = NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test

- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar) Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team
- Students who qualify for services via Pathway 3 are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Parents/Guardians must consent to or decline services by signing the student's Differentiated Education Plan (DEP). Placement into services is not automatic. Gifted services offered by Union County Public Schools are under the care and responsibility of the AIG Department.
- The purpose of the AIG program is to address the needs of students with demonstrated high ability and aptitude for learning. The program provides differentiated instruction and curriculum approaches beyond that of the general education classroom that are evidence-based best practices for serving gifted students.
- Gifted services provide an array of learning environment service options, content modifications to the general education curriculum including a value-added replacement curriculum, and enrichment opportunities.

Secondary Gifted Education (9th grade - 12th Grade)

Pathway:

- In this pathway, a student needs to meet **four** different criteria between the listed options in the same subject area to form a combination of 2 achievement indicators, AND 2 performance indicators
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed Achievement Test = (1)** NC EOC score of 96nd percentile or higher AND/OR 92nd percentile on an Honors or PLTW course nationally normed achievement test AND/OR Has scored a combined 180+ index or a 12+ Reading and/or Math index on the PSAT, 122+ on the SAT or 27 on the ACT AND/OR Identified as capable of scoring a "3" on AP or PLTW exam
- Performance Indicator: **Grade OR Gifted Rating Scale** = Course grade of 90% or higher in an Honors/AP/PLTW course AND/OR 3 year A average in English and/or Math and willingness to take Honors, AP, or PLTW classes in subject AND/OR Achievement at a substantially high level of performance in Honors or AP or PLTW classes in ways other than through the classroom or standardized testing (demonstrated through

products, contests, competitions, etc.) AND/OR identified with high performance in the Honors, AP, PLTW classroom, yet has language patterns, experiences, or cultural differences that might make it difficult to demonstrate potential through standardized testing AND/OR Top 5% GPA/class rank

- Some students consistently demonstrate achievement in reading and/or math that exceeds grade level expectations prior to classroom instruction. These gifted students are primarily served by classroom teachers in flexible cluster groups. They receive specialized services in the area of need as described in the ISP. These screenings are completed each Fall for students through 4th- 8th grade and will include the following test data to determine eligibility:

Screening:

The screening process is an ongoing process, addressed several times throughout the year, that allows the AIG Needs determination team to create a list of students who may be in need of differentiated services beyond those provided by the regular classroom. A screening pool should be established and maintained throughout each current school year. At the end of each school year, the screening pool log is filed with the AIG records and can be referred to as needed. At the beginning of each school year, the AIG team and AIG teacher reviews the identification process with the school staff and discusses the definition of giftedness, the characteristics of gifted students, the performance indicators available for teachers to use in recommending students for identification, and the services available for gifted students. Following the training, the team asks the teachers to recommend students to be screened for possible identification. Screening referrals may be submitted by school personnel, parents/guardians, students (self-nominations) and/or community members with academic knowledge of students.

Military Transfer Policy

Per Senate Bill 1541 Article V (Interstate Compact on Education Opportunities for Military Children) students from military families who move into H.Y.P.E. Leadership Academy system and who were identified in a previous system are eligible for AIG services. Official records and paperwork showing prior identification must be provided to the AIG team before services can begin.

Reassessment

H.Y.P.E. Leadership Academy does not routinely reassess students previously identified for AIG services. Students who present compelling data changes may qualify for a change in identification and/or services. Parents or teachers who notice data changes that may indicate a need for a change in placement and/or services should contact their child's AIG teacher to arrange for a meeting to review all data.

<p>b) Establishes a process and criteria for AIG student identification at all grade levels that provides multiple opportunities to reveal a student’s aptitude, achievement, or potential to achieve. The criteria may include both qualitative and quantitative data in order to develop a comprehensive learner profile.</p>	<p>HYPE adopts the North Carolina definition of giftedness to use in the identification of students and the provision of services. This definition describes giftedness as “having the ability or potential” for substantially high levels of accomplishment, as compared to other students of similar age and circumstance. Key to this definition is the acknowledgement that gifted students are present in all cultural groups, across economic strata and in all human endeavors. In this definition, being identified as gifted is tied directly to the provision of differentiated services. By adopting this definition, HYPE commits to these conditions for identification and services.</p> <ul style="list-style-type: none"> ● Gifted behavioral characteristics documented on acceptable checklists and scales, completed by reliable sources ● Classroom performance recorded on progress report, grade cards, and other official school documents ● Classroom observations completed by trained school personnel ● Documented recommendations from appropriate sources verifying exemplary academic achievement within and/or outside of school ● Demonstrated performance through academic products, contests/competitions, and other opportunities for exemplary achievement ● Standardized test scores: aptitude, achievement, intelligence and other tests ● Anecdotal information appropriately documented and verified ● Using the following criteria for referral, the AIG team reviews those students who are included on the AIG screening pool log and selects those who are high performers and those who have potential for high performance to continue in the identification process. <p>Pathways to identification and placement:</p> <p><u>Grades K-2:</u></p> <ul style="list-style-type: none"> ● Small group pull-out lessons will be provided for those students in grades K - 2 who display high potential, but have not yet been identified. ● After participation in the Program's small group sessions for one grading period, selected K-2 students will continue to participate in the pull out Program. ● Report cards, math assessments, NC Check-In assessments, iReady, and other relevant data may be used to determine student selection and participation. ● If testing is needed, the student will be referred for individual testing. Standardized achievement test score of 99th percentile in reading and/or math and an aptitude score of 99th percentile, will be required for placement. <p><u>Grades 3 - 8:</u></p> <ul style="list-style-type: none"> ● There are 3 pathways for identification. Students may be identified for services in either pathway after meeting the screening criteria
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- Pathway 1: This pathway is intended to identify students who are IG. A student needs to meet four different criteria between the listed options in the same subject area to form a combination of 2 aptitude indicators, AND 1 achievement indicator, AND 1 performance indicator. This pathway allows us to identify particular needs of students—especially those who have a strength in one area and challenge in the other.
- Pathway 1A:
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score Of 98th Percentile or higher, AND/OR Subtest Composite Score Of 98th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 92nd percentile or lower, OR 84th percentile on an above grade level, nationally normed achievement test
 - c) Performance Indicator: Grade OR Gifted Rating Scale; Course grade of 89% or lower(B), OR Gifted Rating Scale Scores of 89th percentile or lower from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - identification indicates that a child’s intellectual abilities and potential are subject specific and interest driven which means the student has demonstrated high potential as shown with the aptitude indicator, but the other indicators do not meet the criteria to qualify the student for services via Pathway 2 or 3. This type of identification profile usually indicates that the student may be underachieving in school and in need of additional support such as content differentiation, acceleration options, social-emotional support and/or college and career counseling. Students who qualify for services via Pathway 1A are identified as intellectually gifted (IG). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.
- Pathway 1B
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score Of 98th Percentile or higher, AND/OR Subtest Composite Score Of 98th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 98th percentile or higher, OR 93rd percentile on an above grade level, nationally normed achievement test
 - c) Performance Indicator: Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)

- identification indicates that a child’s intellectual abilities and academic abilities are highly advanced when compared to peers in the same school setting. This means that the student has demonstrated high potential as shown with the aptitude indicator and shown high achievement with the other indicators. This student does meet the criteria of Pathway 2 or 3; however, they may require additional support with content modifications, acceleration options, social-emotional support, and/or college and career counseling. Students who qualify for services via Pathway 1B are identified as academically and intellectually gifted (AI). Parents/Guardians must consent to or decline services by signing the student’s Individualized Differentiated Education Plan (IDEP). Placement into services is not automatic.
- Pathway 2: Students who qualify for services via Pathway 2, are identified as academically gifted in math (AM), reading (AR), or in both content areas (AG). Pathway 2 is considered first when identifying students, but student data drives the decision making process. The different pathways allow for different kinds of identification to customize gifted services. This includes but is not limited to students with unusually high aptitude and/or students from traditionally underrepresented groups.
 - a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
 - b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 93rd percentile or higher, OR 85th percentile higher one above grade level, nationally normed achievement test
 - c) Performance Indicator: Course grade of 90% or higher(A), OR Gifted Rating Scale Scores of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - Parents/Guardians must consent to or decline services by signing the student’s Differentiated Education Plan (DEP). Placement into services is not automatic. In this pathway, a student needs to meet three different criteria between the listed options in the same subject area to form a combination of 1-2 aptitude indicators, AND/OR 1 achievement indicator, AND/OR 1 performance indicator.
- Pathway 3: Pathway 3 is for a student who has educational or situational circumstances for which traditional testing alone may not be sufficient to identify giftedness. The school’s AIG Team completes the application process for a student who has a formal Pathway 3 nomination. Typically, these students are culturally or linguistically diverse, economically disadvantaged,

have a physical and/or sensory disability, and/or have a documented learning and/or processing disability. The design of Pathway 3 allows students more opportunities to demonstrate need for differentiated instruction through non-traditional performance indications along with aptitude and/or achievement indicators. Non-traditional measures include the use of the Gifted Rating Scale (GRS), Scales or Identifying Gifted Students (SIGS), portfolio process, and/or Behavioral Profile (BP) In this pathway, a student needs to meet three different criteria between the listed options in the same subject area to form a combination of 1 aptitude indicator, AND/OR 1 achievement indicator, AND/OR 1-2 performance indicators.

- a) Aptitude Indicator: Nationally-Normed Aptitude OR IQ Test Full Scale Score of 93rd percentile or higher, AND/OR Subtest Composite Score Of 90th percentile or higher; Local norms are also considered for students who participate in the universal screener in grades 2, 4, and 6.
- b) Achievement Indicator: NC End of Grade Test OR Nationally-Normed Achievement Test; NC EOG score of 90th percentile or higher, OR 83rd percentile higher one above grade level, nationally normed achievement test
- c) Performance Indicator: Grade OR Gifted Rating Scale; Course grade of 90% or higher(A), OR Gifted Rating Scale Scores (GRS) of 90th percentile or higher from two different options. The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar), AND/OR The highest score is used from Academic (Ac) or Intellectual (I), AND Creativity (C), or Motivation (M), Leadership (L), or Artistic (Ar)
 - Portfolio score of 85% or higher using the HYPE Product or Portfolio Scoring Rubric. Scoring is conducted by the school's AIG team

Grades 3 - 8 Anecdotal considerations:

- has scored within one to three points needed for identification on the standardized testing required in pathway 2
- Has the highest test scores and/or grades in his/her class and has a history of outstanding academic performance when compared to others of his/her age, experience, or environment.
- Has the highest test scores and/or grades of his/her ethnic group in his/her classroom ad has a history of outstanding performance when compared to others of his/her age, experience, or environment
- Has manifested many gifted behavioral characteristics as measured on gifted behavior checklists and performance scales.

Grades 9 - 12:

- In this pathway, a student needs to meet **four** different criteria between the listed options in the same subject area to form a combination of 2 achievement indicators, AND 2 performance indicators
- Achievement Indicator: **NC End of Grade Test OR Nationally-Normed**

	<p>Achievement Test = (1) NC EOC score of 96nd percentile or higher AND/OR 92nd percentile on an Honors or PLTW course nationally normed achievement test AND/OR Has scored a combined 180+ index or a 12+ Reading and/or Math index on the PSAT, 122+ on the SAT or 27 on the ACT AND/OR Identified as capable of scoring a “3” on AP or PLTW exam</p> <ul style="list-style-type: none"> ● Performance Indicator: Grade OR Gifted Rating Scale = Course grade of 90% or higher in an Honors/AP/PLTW course AND/OR 3 year A average in English and/or Math and willingness to take Honors, AP, or PLTW classes in subject AND/OR Achievement at a substantially high level of performance in Honors or AP or PLTW classes in ways other than through the classroom or standardized testing (demonstrated through products, contests, competitions, etc.) AND/OR identified with high performance in the Honors, AP, PLTW classroom, yet has language patterns, experiences, or cultural differences that might make it difficult to demonstrate potential through standardized testing AND/OR Top 5% GPA/class rank <p>Grades 9 - 12 Anecdotal considerations:</p> <ul style="list-style-type: none"> ● Has maintained an “A” or “B” average for three or more years in Reading/Math and is willing to take Honors/AP/PLTW courses in that area ● Has scored within 1 - 3 points of identification on ACT/SAT ● Has a record of outstanding achievement through exceptional performances in academic contests competitions and extracurricular activities ● Has manifested many gifted behavioral characteristics as measured on gifted behavior checklists and performance scales ● Has demonstrated at least a 90% probability to score a “3” on an AP/PLTW exam
<p>c) Ensures AIG screening, referral, and identification procedures respond to under-represented populations of the gifted and are responsive to LEA demographics. These populations include students who are culturally/ethnically diverse, economically disadvantaged, English learners, highly gifted, and twice-exceptional.</p>	<ul style="list-style-type: none"> ● There will be grades in which mass achievement testing will occur to ensure that no student is missed for receiving AIG services who is qualified for them. H.Y.P.E. Leadership Academy will screen all students in 3rd grade, 5th grade, as well as 7th grade unless parents request that their student is not tested. ● HYPE will screen and follow up with all students who have participated in the Talented Development Program during the first semester of their 4th grade year. ● HYPE Instructional Leadership Team will provide professional development to expand understanding of giftedness and address misconceptions about various sub-groups. ● The HYPE Leadership Team will monitor and analyze sub-group data to understand our school's demographics. Currently HYPE has the following demographics: <ul style="list-style-type: none"> a) Caucasian: 36% b) African American: 37% c) Hispanic: 12% -Other: 14% -Asian: 1% SES

- d) 41.43% Free
- e) 6.79% Reduced Lunch
- While looking at the data, the team will determine in which subgroups under-representation is present and use this information to develop or enhance screening, referral, and identification procedures.
- Multiple screening information on referred students, grades 3 - 12, is to be collected from all appropriate sources. If the screening process from above does not provide a pool that reflects the minority population of the school. Care is given to collect the names of the highest achieving minority students in the school for screening. The screening process and periodic audits by the committee ensure that equity and reliability exist systemwide.
- HYPE will use some or all of the following indicators in various combinations to determine those students who are gifted and in need of differentiated educational services:
 - a) Gifted behavioral characteristics documented on acceptable checklists and scales, completed by reliable sources
 - b) Classroom performance recorded in progress reports, grade cards, and other official school documents
 - c) Classroom observations completed by trained school personnel
 - d) Documented recommendations from appropriate sources verifying exemplary achievement within and/or outside of school
 - e) Demonstrated performance through academic products, contests/competitions, and other opportunities for exemplary achievement
 - f) Standardized test scores: aptitude, achievement, intelligence, and other tests
 - g) Anecdotal information appropriately documented and verified
- Collection of Information:
- Multiple screening criteria on referred students is collected from all appropriate sources. If the screening pool does not reflect the minority population of the school. Care is given to collect the names of the highest achieving minority students in the school for screening. The screening process and periodic audits. The English as a second Language program will assist with communicating the procedures in other language.

The AIG Testing Program:

- The North Carolina End of Grade (grades 3-8) testing results are used in the screening portion of the identification process and are considered a part of the student's total profile. In grades 9 - 12, End of Course testing may be used in the identification of students. Once students have been screened and determined to need further assessment, standardized testing, a part of the state testing, is used in the formal identification of students. AIG personnel (diagnosticians trained in the administration of various tests, complete this portion of the identification process for students referred to them.

	<ul style="list-style-type: none"> ● In grades 3, 5, and 7 every student is administered the CoGAT universal screener for identification purposes. ● Assessment instruments reflect sensitivity to economic conditions, learning differences, and diversity of students so that equal opportunity is provided to all students. When testing is complete, results are returned to the school for consideration by the AIG team. There are times when testing is required beyond that completed by the AIG team. For second language for ESL students, testing in their native language may be necessary, and ESL staff may assist with this testing. Students with disabilities may require testing to be completed with assistance. Still other students may be referred for testing because of inconsistencies in student test scores. If testing by professionals other than an AIG team member is necessary, the AIG team should invite the other members into a team meeting to discuss the special testing needs of the student. ● AIG Team members will identify the indicators acquired for each student and compare these results with the 3 pathway options for AIG identification (see 1b) ● In addition to the pathway options students can be identified through anecdotal documentation as well (see 1b) such as: <ul style="list-style-type: none"> a) highest test scores/grades in class or ethnic group and has a history of outstanding academic performance b) Outstanding academic achievement in academic contests, competitions, or other activities c) Gifted characteristics and behaviors as indicated on an approved checklist d) top 5% of class
<p>d) Monitors the screening, referral, and identification processes for consistent implementation across the LEA.</p>	<ul style="list-style-type: none"> ● HYPE AIG Implementation Team will provide forms, checklists, and flowcharts to aid in the identification of students following the plan developed. ● Provide ongoing and targeted professional development for all grade level as well as the arts teams on screening, referral, and identification procedures to ensure consistent implementation across the school. ● The AIG Coordinator and school administration will attend state meetings to enhance the HYPE program. ● HYPE's Student Services Team will audit and monitor the AIG Process every three years to ensure screening, referral, and identification processes are implemented consistently across the district.
<p>e) Disseminates information regarding the screening, referral, and identification processes to school personnel, parents/guardians, students, and the community-at-large.</p>	<p>H.Y.P.E. Leadership Academy will use the following methods to disseminate information regarding our AIG Process:</p> <ul style="list-style-type: none"> ● AIG Web Page Under Information for Parents on the HYPE Website ● Link the local plan to the HYPE website under AIG page ● AIG Program Brochures ● Informational Sessions for Guardians Each September

	<ul style="list-style-type: none"> ● Produce parent handbook that includes identification process ● Include the process in the HYPE Family Handbook ● Post procedures on HYPE AIG Web Page ● Include identification process in new teacher orientation and opening work days for returning teachers ● Communicate with teachers administrators, guardians, and students through various means, ie., newsletters, Dojo, program update e-mails, etc. ● Share video on HYPE website under AIG to explain referral- , screening, and identification processes to stakeholders, guardians, schl personnel, and the community at large ● Direct guardians to the family handbook in additional interactions and communication between families and HYPE throughout the year
<p>f) Documents the evidence gathered and analyzed to support an AIG identification decision. This documentation is reviewed with parents/guardians and maintained in student records.</p>	<p>H.Y.P.E. Leadership Academy will use the following methods to disseminate information regarding our AIG Process:</p> <ul style="list-style-type: none"> ● AIG Web Page Under Information for Parents on the HYPE Website ● AIG Program Brochures ● Informational Sessions for Guardians Each September ● Produce parent handbook that includes identification process ● Include the process in the HYPE Family Handbook ● Post procedures on HYPE AIG Web Page ● Include identification process in new teacher orientation and opening work days for returning teachers ● Direct guardians to the family handbook in additional interactions and communication between families and HYPE throughout the year ● Expectations for AIG Students ● Expectations of the HYPE Staff in meeting the needs of students ● The Individual Student Plan (ISP) ● Qualification Details ● Parental understanding of how to support their AIG child towards self-efficacy. ● Students will be identified in PowerSchool to document that they qualify for services. <p>HYPE AIG program implements and maintains documentation that fully explains the identification process and service options. The AIG staff reviews annually the following documentation with parents, guardians, school staff, and the community</p> <ul style="list-style-type: none"> ● differentiated education plans ● AIG student portfolios ● progress reports ● quarterly performance reviews <p>Differentiated Education Plans:</p>

The differentiated education plan (DEP) is developed to describe the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the student's learning. The DEP is updated and reviewed with the parent annually or when Program changes are needed for the student. Curriculum developed according to the guidelines is used in the services provided. An individual Differentiate Education Plan (IDEP) may be designed if the DEP does not adequately reflect a student's program. A DEP or IDEP is developed for every student who is identified as needing differentiated services. The initial DEP/IDEP is reviewed with the parent/guardian at the time the student is identified as gifted and in need of differentiated instructional services. Thereafter, the parent is invited annually to review the DEP/IDEP. At the Annual Review, a list of curriculum activities for the year is explained and given to the parents. Parents may also review portfolio collections of the students' work, hear presentations for the students about their learning, receive information from regular classroom teachers and counselors, and learn about their extracurricular opportunities, the testing program, and post-secondary expectations.

AIG Student Portfolio:

All identified AIG students must submit exemplary work samples in their area(s) of identification. These work samples are maintained in student portfolios as documentation of performance and participation in AIG curriculum services.

Ideas for Strengthening the Standard:

- Written explanations of expectations for AIG Students
- Written explanations of expectations of the HYPE Staff in meeting the needs of students
- Qualification Details
- Parental understanding of how to support their AIG child towards self-efficacy.
- Students will be identified in PowerSchool to document that they qualify for services.

Sources of Evidence:

- Website
- Newsletter
- Notes from monthly meetings
- Documentation Paperwork and Procedural Flow Charts
- Transfer form and process for identifying out of county students
- Pathway identification Matrix
- Needs determination team and roster
- Multimedia presentation to explain screening, referral, and identification process for all staff
- Differentiated Education Plan/Individualized Differentiated Education Plan
- AIG progress report

STANDARD 2: Comprehensive Programming within Total School Community

*The LEA provides a K-12 AIG program **with an array of** services by the total school community to meet the diverse academic, intellectual, social, and emotional needs of gifted learners. **These services will develop students' strengths through intentional learning experiences in various domains that are not dependent on the students' demographic background or economic means.***

NC AIG Program Practices Standard 2	LEA Response
<p>a) Delivers an AIG program with comprehensive services that address the academic and intellectual needs of gifted learners, across all grade levels and learning environments through collaboration with a variety of personnel. Services are aligned to students' advanced learning needs and AIG identification.</p>	<p>At H.Y.P.E. Leadership Academy, the NC Standard Course of Study is the central document used when planning units of study and lessons. The arts are integrated into those units and lessons whenever possible, and three times per year in an interdisciplinary Arts Integrated Project. Services provided to AIG students will be based on the NC Standard Course of Study. Teachers will utilize the common grade level pacing guides created by lead teachers and the instructional coaches to extend and expand on standards being taught. Teachers serving AIG students in K- 8th grades will plan opportunities for these students to engage and challenge their students while keeping in mind the 4 I's of HYPE: Inquire, Inspire, Imagine and Innovate. Staff will also encourage many opportunities for students to build on their current knowledge through the use of STEAM(Science, Technology, Engineering, Arts, and Math) activities. AIG students will receive enrichment opportunities that further extend the NC Standard Course of Study. Based on student identification and needs, AIG students may be served in the regular classroom, small group setting, or through independent study.</p> <p>AIG student's unique needs will be addressed by the AIG Team through a variety of modes:</p> <ul style="list-style-type: none">● SEL activities that address the unique social and emotional needs of the gifted student● Enrichment opportunities during pull-out and small group activities lead by the AIG specialist● Curriculum enrichment opportunities within the classroom small groups made with the AIG Team
<p>b) Delivers an AIG program with comprehensive services that address the social and emotional needs of gifted learners, across all grade levels and learning environments through collaboration with a variety of personnel based on student needs.</p>	<p>The AIG program offered at H.Y.P.E. Leadership Academy will offer comprehensive services that address the needs of those learners who are gifted across all grade levels. AIG services are aligned to each student's AIG identification by:</p> <ul style="list-style-type: none">● Providing information relating to the academic, intellectual, social, and emotional needs of students in grades K - 12.● Identify and provide the academic, intellectual, social, and emotional needs of AIG students in grades K - 12.● Collaborate with guidance counselors to incorporate topics that address the social and emotional needs of students in lesson plans.

	<ul style="list-style-type: none"> ● K - 8 AIG students will have access to resource supports, content enrichment, advanced level computer based instruction, differentiated instruction, and independent study. ● High school students will have access to advanced level courses and online courses. <p>The AIG Implementation Team will invite staff from schools where our students are transitioning from (pre K- middle schools) and transitioning to (high schools) to ensure a smooth continuation of services. We will also ensure that a copy of a student's ISP is sent with students when transferring from our school.</p>
<p>c) Integrates and connects the AIG program and services with the district's priorities and resources through policy and practice.</p>	<p>H.Y.P.E. Leadership Academy will work with core and arts staff to integrate the arts into the instructional programming offered at the school. The activities and programming for students will involve the integration of the arts to connect the AIG Services to our instructional programming. The A+ Essential Standards aid in the programming for all students at HYPE:</p> <ul style="list-style-type: none"> ● Arts ● Curriculum ● Multiple Learning Pathways ● Experiential Learning ● Enriched Assessments ● Collaboration ● Infrastructure ● Climate <p>The instructional practices that staff will implement with our AIG students will include: Project Based Learning, Portfolios of Learning, Enrichment and Extension Activities, and Acceleration. Teachers will be tasked with accelerating and enriching the curriculum to provide differentiation opportunities.</p> <p>The AIG Coordinator will take part in Curriculum and Instruction meetings. The AIG Coordinator will work closely with curriculum specialists to inform school administrators of student needs, best practices, and annual updates.</p>
<p>d) Develops procedures for intentional, flexible grouping practices to facilitate the achievement and growth of AIG and other students with advanced learning needs.</p>	<p>Students will be clustered in each grade level if they qualify for AIG services. In the elementary school, this clustering will be in groups of no less than 4 in each room. In middle school, students will be assigned to cohort grouping and clustered into classes that are taught by AIG licensed staff members. These groups will be determined by the school administration and lead teachers during the summer before each school year. These students will be highlighted on the class rosters teachers submitted to administration during check out procedures at the close of the school year to ensure students are intentionally assigned for learning success.</p>

<p>e) Informs all teachers, school administrators, and support staff about delivery of differentiated services and instruction for AIG students, regulations related to gifted education, and the local AIG program and plan.</p>	<p>Students that qualify for AIG services will have an ISP (Individual Student Plan) in their cumulative folder housed in an orange folder to ensure that the student receives the agreed upon services each year. These plans will also include a copy of the local AIG Plan and contact information for the AIG case manager. The AIG coordinator will meet with all teachers serving our AIG students during the teacher work days each August to discuss students' plans and ways they can meet their students' needs. Teachers will be provided with information about rules, regulations, and differentiated instruction ideas.</p> <p>The staff will also participate in an AIG workshop as part of their Back to School programming each August. We will also direct staff to visit the AIG Google Folder to find answers and videos of previous AIG presentations, current research based supplemental resources, and Professional Development.</p>
<p>f) Communicates among and between teachers and schools to ensure an effective continuation of K-12 services, especially at key transition points.</p>	<p>The AIG program coordinator will ensure that communication is maintained between teachers and other schools to ensure the effective continuation and provision of services for K- 12 students at key transition points. During transition points, records are reviewed as necessary to ensure that changes are made to best meet the needs of students. Each year, the AIG coordinator will meet with school administration to review the list of all AIG students and subsequently share this information with classroom teachers. The AIG Coordinator will work in conjunction with curriculum specialists to provide assistance with lesson planning and ensure the implementation of AIG projects and services.</p>
<p>g) Develops policies and procedures for a variety of acceleration opportunities, including compacted content, Credit by Demonstrated Mastery, dual enrollment, subject and/or grade acceleration.</p>	<p>Students in the AIG program will receive accelerated opportunities in the following manner:</p> <ul style="list-style-type: none"> ● Subject acceleration (the movement of the student to one grade level higher in an identified subject) can occur if a student meets the following criteria: <ul style="list-style-type: none"> a) A six-week evaluative process (with the current teacher) that includes the use of curriculum compacting, differentiation strategies, enrichment, and/or extension of the standard course of study. <ul style="list-style-type: none"> ■ These strategies are appropriate at any grade level. b) Completion of the CoGAT at a 95% or better in that subject c) Two years of standardized test scores (iReady for K-2, EOG for grades 3-8, EOC for grades 9 - 12) at a 98% or better in that subject d) Aptitude Indicator: Full Scale IQ = 125 + (may be referred to a licensed psychologist) or CoGAT scores e) Teacher/AIG Team Recommendation f) Parent, student, and community recommendations g) Principal Recommendation and Endorsed Placement ● Whole grade acceleration (the movement of the student to one grade level higher in all subjects) can occur if a student meets the following criteria: <ul style="list-style-type: none"> a) A six-week evaluative process (with the current teacher) that includes

	<p>the use of curriculum compacting, differentiation strategies, enrichment, and/or extension of the standard course of study.</p> <ul style="list-style-type: none"> ■ These strategies are appropriate at any grade level. <p>b) Completion of the CoGAT at a 95% or better in all tested subjects</p> <p>c) Two years of standardized test scores (iReady for K-2, EOG for grades 3-8, EOC for grades 9 - 12) at a 98% or better in all tested subjects</p> <p>d) Aptitude Indicator: Full Scale IQ = 130 + (may be referred to a licensed psychologist) or CoGAT scores</p> <p>e) Teacher/AIG Team Recommendation</p> <p>f) Parent or Community member recommendation</p> <p>g) Principal Recommendation and Endorsed Placement</p>
<p>h) Develops mindsets, policies, and practices to promote equity and excellence by broadening access to advanced learning opportunities through a variety of intentional efforts, including talent development, at all grade levels.</p>	<p>The AIG program at H.Y.P.E. Leadership Academy will promote equity and excellence for students at all grade levels by providing intentional programming for students in all grade levels from all cultural and socio-economic backgrounds. The AIG program develops and supports programming that is responsive to all students who are in need of advanced learning opportunities. Collaboration with the arts departments, community organizations, and curriculum specialists are used to broaden access to advanced learning opportunities. H.Y.P.E. Leadership Academy will utilize their talent development program to ensure that equitable opportunities are provided at all grade levels. A yearly analysis of policies and practices will be conducted to maintain student access to advanced learning opportunities.</p> <p>The AIG identification process at HYPE involves multiple indicators for giftedness. The AIG coordinator will work closely with K-2 teachers to identify those students who would benefit from the AIG Nurturing Program. The AIG program will provide equitable testing options for ELL students. Collaboration with the EC department will ensure the needs of twice-exceptional students and ELL students are met.</p> <p>HYPE provides multiple pathways for identification at all grade levels to ensure all students receive access to advanced learning opportunities. All third, fifth, and seventh grade students will receive testing through CoGAT to ensure students are monitored for aptitude testing. Students in grades 3 - 8 will have their EOG scores monitored for eligibility as well as course grades monitored yearly for eligibility in the AIG program. Students in grades 9 - 12 will have their EOC scores and course grades monitored yearly for eligibility in the AIG program. In addition, the AIG Team will use anecdotal, extracurricular, and the referral process from parents, community members, students, and teachers to increase the pool of eligible students enrolled in the AIG program.</p>
<p>i) Enhances and further develops the needs, talents, and interests of AIG students through extra-curricular programming.</p>	<p>H.Y.P.E. Leadership Academy will encourage our academically and intellectually gifted K - 6 students to participate in our after school EKC (Encore Kids College) and 7 - 12 students to participate in our POWER (Plan, Organize, Work, Eat, and Remediate/Relax) clubs to enhance their current skills and interests as well as develop new talents in areas that they might not have explored to ensure a well-rounded educational experience. These extracurricular activities will provide</p>

	further opportunities for the needs and interests of AIG students to be met through extra-curricular programs.
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Ideas for Strengthening the Standard:

- Implement the Battle of the Books Team
- Explore creating a Science Olympiad Team/ Robotics Team
- Home enrichment resources
- Student Council
- Academic Clubs and Organizations
- Community Service Projects

Sources of Evidence:

- Student Surveys to gather information on interest of club types
- Enrollment in different clubs and after school opportunities
- Notes from MTSS/Intervention PLCs
- Continuum matrix of AIG Services
- Parent Consent for Evaluation for AIG Consideration
- Parent Referral for AIG Consideration

DRAFT

NC AIG PROGRAM STANDARD 3: Differentiated Curriculum and Instruction

The LEA employs challenging, rigorous, and relevant curriculum and instruction to accommodate a range of academic, intellectual, social, and emotional needs of K-12 gifted learners.

NC AIG Program Practices Standard 3	LEA Response
a) Adapts the NC Standard Course of Study (SCOS) K-12 to address a range of advanced ability levels in language arts, mathematics, and other content areas as appropriate through the use of differentiation strategies, including enrichment, extension, and acceleration.	<p>H.Y.P.E. Leadership Academy is a 1:1 school. Teachers are afforded the opportunity to engage students in personalized instruction through the integration of technology. AIG program curriculum is aligned with the NC Standard Course of Study. Enrichment, extensions, and acceleration are an integral part of the HYPE curriculum. Studies confirm the greater effects of enrichment in tandem with grouping gifted learners, as a best practice in providing rigorous, meaningful, and interesting challenges to these unique learners. The HYPE AIG program provides challenging and interesting challenges to these unique learners through in-depth curriculum as well as 21st Century enrichment, extension, and acceleration to meet AIG student’s academic and social emotional needs in an ever-changing global society.</p> <p>The Instructional Coaches and Lead Teachers will also create a database of extension, enrichment, and acceleration activities that families can utilize at home and during instructional breaks to keep students engaged. H.Y.P.E. Leadership Academy will:</p> <ul style="list-style-type: none">● Provide differentiated/Tiered curriculum to better address gifted students’ varied academic needs● Analyze data to determine student needs● Require all members of the AIG team to complete the local AIG courses● Provide cluster opportunities for students in grades 3-8, and honors/PLTW/AP courses in grades 9 - 12● Purchase resources to equip and support AIG teachers and students for 21st century enrichment, acceleration, and extension● Provide professional development related to differentiated instruction● Provide assistance with the planning and implementation of differentiated instruction that meets the needs of AIG students
b) Employs diverse and effective instructional practices according to students’ identified abilities, readiness, interests, and learning	Teachers will employ centers, learning circles, stations, differentiate homework assignments, etc. to ensure that all students have access to curriculum at their current learning levels. The educators at HYPE will also use Google Classroom to

profiles to address a range of learning needs at all grade levels.

hold a variety of virtual lessons and book clubs to engage these learners. The MTSS team will work with the staff along with instructional coaches to provide support to staff in meeting the needs of their students through focused and researched professional development. H.Y.P.E. Leadership Academy will also provide time during weekly department level planning to focus on best practices in the building for AIG students.

Grades K-2:

- Teachers will incorporate tier 2 interventions for all high performing students through cluster groups and small groups/stations. Teachers will receive guidance from the AIG licensed teacher for Tier 2 interventions for students identified through varied methods (see 1b) such as cluster groupings with other academically capable students and push in/pull out options with the AIG licensed teacher.
- Students identified as needing differentiated instruction will receive direct services up to 1 hour per each day up to 3 days a week. Direct services provide identified students with an opportunity to participate in extension units within the NC standard course of study.

Grades 3-5:

- Identified AIG students in reading and/or math are provided appropriate clustered time for instruction with other academically capable students. The AIG teacher may pull out or push in to work with the teacher for differentiation/planning of instructional units and by consulting with the teacher to prepare differentiated units. Classroom teachers will receive guidance from the AIG licensed teacher.
- AIG students will receive direct services with the AIG licensed teacher up to 1 hour per each day up to 3 days a week. Direct services provide AIG identified students with an opportunity to participate in AIG units of study, which extend the NC standard course of study.

Grades 6-8:

- Identified AIG students are provided opportunities for clustered instruction in math and reading with other academically capable students. The cluster classes are enhanced with more rigorous reading and math activities that extend beyond the NC Standard Course of Study. Cluster classes are taught by the classroom teacher, with guidance from the licensed AIG teacher. The AIG licensed teacher supports the regular classroom teacher by providing various AIG instructional materials, books, and activities. Math 1 and ELA 1 classes provide challenging instruction for those students motivated and academically prepared to take the classes in middle school. These classes follow the Standard Course of Study and the Math 1 and English 1 End-of-Course test is administered to students. Math 1 and English 1 students receive high school credit.

- AIG students will receive direct services with the AIG licensed teacher for up to one class period (60-minutes in a traditional setting, 90-minutes in a blocked setting) up to 3 days a week in the areas of reading, math, critical and creative thinking, and writing.

Grades 9 - 12:

- Identified students participate in enrichment sessions designed and conducted by the AIG licensed teacher to enhance their high school academic experience. These sessions include, but are not limited to: guest lecturers, college tours/admission talks, college planning programs, and presentations in the academic and arts areas. Student interaction is encouraged and feedback is expected following each session.
- Academic counseling and advisement of the AIG students is coordinated with the AIG licensed teacher to include course selection, registration, SAT/ACT, college and career advisement, and scholarship. Opportunities to tour colleges and universities and discussions with admissions officials are provided.
- Newsletters are available on the school website from the AIG Team detailing important test dates, college preparation advisement, student achievement/accolades, and other valuable information.
- Advanced curriculum opportunities - the AIG program expects identified AIG students to participate in the college pathway curriculum, taking as many challenging courses as possible. These include:
 - a) Honors classes
 - b) Advanced Placement Courses
 - c) AP Teleconferencing Courses
 - d) College Connections Courses
 - e) NCVPS/Online Courses
 - f) Project Lead the Way Courses

General AIG Instructional Practices and Advisement: Any curricula that is developed by H.Y.P.E. Leadership Academy AIG program builds upon and extends the North Carolina Standard Course of Study. The curriculum provides challenging learning experiences that match the service options and the students' learning needs. Any curriculum that is developed must:

- provide instruction reflective of the highest levels of selected educational taxonomies (I.E. revised blooms, marzano's, etc.)
- Incorporate critical thinking skills, problem-solving and flexible thinking activities into the instruction and products (i.e. STEM activities, interdisciplinary units, socratic seminars, etc.)
- Incorporate appropriate content modifications into the curriculum as described in the Differentiated Education Plans
- Integrate digital learning tools
- AIG curriculum is evaluated annually by AIG certified staff for necessary updates and changes to better meet the needs of gifted students and to

ensure that the curriculum reflects current best practices in gifted education

Instructional Practices and Strategies include:

- multiple intelligences
- curriculum compacting
- tiering
- shared inquiry
- socratic seminar
- real-world/problem-based learning
- creative problem solving
- critical and deductive thinking
- creative thinking
- higher-order questioning
- technology-based learning
- 21st century skills

Advisement Procedures: In order to ensure that AIG students are working to their fullest potential, it is important for the AIG team to carefully monitor student progress. All AIG teachers check students' academic performance at the completion of each grading period. Students who are not maintaining requirements receive academic advisement. It is necessary to evaluate how the student is performing within the AIG program, and if those services are meeting the needs of the student. The students' progress reports, report cards, standardized testing results, and portfolio of collected AIG products document the students' progress.

After completing the progress indicators, the AIG Team decides if the student has satisfactorily completed AIG and regular education assignments, has participated in class, and continues to demonstrate a need for challenging, differentiated studies. Students who are not showing adequate progress receive academic advisement for a minimum of 2 grading periods. The AIG licensed teacher serves as the advisor, working with the student and parents to formulate and implement that advisement plan.

Students not showing improvement will be referred to the AIG Team who then reviews this information and makes a determination for appropriate services. In addition to active status, the student may continue on advisement or be placed on monitored status. Placement on monitored status does not mean the student is no longer gifted. However, by definition, a gifted student is to perform or demonstrate the ability to perform at substantially higher levels of achievement and requires differentiated services. When the student does not achieve and/or does not participate in a challenging academic course of study, the student's needs can be met in the regular classroom and monitored status is indicated. An individualized differentiated education plan (IDEP) is developed for all students on monitored status.

<p>c) Incorporates a variety of evidence-based resources that enhance student learning.</p>	<p>Data on curriculum and instructional practices with gifted learners favors accelerative, research-based curriculum in the core subject areas. Research-based curricula should be organized around higher-order processes, conceptual reasoning that explores problems and issues, critical and creative thinking skills, analogous/metamorphic relationships, and inquiry/discovery.</p> <p>H.Y.P.E. Leadership Academy will continually add and revise curriculum to support the North Carolina Standard Course of Study, purchasing materials that extend and enrich the AIG curriculum within the Standard Course of Study.</p> <p>HYPE will house AIG Activities and Best Practice Activities in the Instructional Coaches/ PLC Room for staff members to view, copy, and check out. The staff will also have access to the PBL Project Website (http://pblproject.com) to help pull activities to use with students. HYPE would like to have a theme of Voice and Choice with our students that will allow them a chance to explore topics that interest them by tying their projects to the NCSCOS. We also plan to continue to build our instructional library by including books on how to better reach and teach gifted students.</p>
<p>d) Fosters the development of future-ready skills including critical thinking, communication, collaboration, creativity, curiosity, and leadership.</p>	<p>In order for AIG students to compete globally in the academic arena, they need access and the ability to comprehensively utilize 21st century curriculum content. The skills focused on with 21st century curriculum includes collaboration, problem-solving, innovation, leadership, and critical thinking.</p> <p>HYPE will do this through:</p> <ul style="list-style-type: none"> ● collaboration with district and instructional leaders for training and implementation of 21st century curriculum and skills ● Promoting advanced level content and real world experiences within the AIG curriculum ● Provide training for the AIG staff for training and implementation of 21st century standards ● Review and purchase materials that promote 21st century learning and skills ● Integrate technology into the AIG units <p>Some ways that HYPE will incorporate 21st learning include:</p> <ul style="list-style-type: none"> ● Book clubs/ lunch bunch groups that focus on collaboration and communication skills -Provide students with apprenticeships with approved community stakeholders ● Implement AIG Student led community service projects that allow them to help solve downtown Fayetteville problems and challenges. ● Implement a Student Ambassador Program that helps include these students in decisions made by the administration and the school leadership team

	<ul style="list-style-type: none"> ● Life Skills Day for middle school students that will focus on skills including: -Budgeting and Financing ● Interview and Resume Skills ● Cell Phone and Social Media Etiquette -Public Speaking ● Reflection activities at the end of taught units to encourage students to see how improvement is always needed and a persistent temperament is needed to succeed. Tools to aide in reflection might include the following tools: ● SeeSaw ● Flipgrid
<p>e) Uses on-going assessment, both formative and summative, to differentiate classroom curriculum and instruction and inform flexible grouping practices.</p>	<p>Ongoing assessment of student readiness, achievement and growth are essential components of a differentiated curriculum. AIG Teachers use a variety of assessments in order to address the various needs and interests that exist among gifted students.</p> <ul style="list-style-type: none"> ● Utilize formative and summative assessments and district-adopted tools such as iReady and teacher common assessments through SchoolNet to evaluate the effectiveness of implemented curricula and its impact on student achievement and growth ● Align differentiated curriculum units for the AIG classroom and address assessment results ● Work together with classroom teachers to analyze re-and on-going assessment techniques and results ● Collaborate on differentiated instruction that responds to gifted learners' varying background knowledge, needs, and interests ● Monthly PLC's for creating intervention/cluster enrichment activities with MTSS and Instructional Coaches ● Monthly Arts Integration meetings where staff members can collaborate to create lessons that engage and support learners at their current level <p>Cluster classrooms/honors/AP/PLTW teachers work collaboratively with AIG licensed teachers to ensure best practices are implemented for gifted learners.</p> <p>AIG students are placed in math and reading cluster learning groups with like-ability learners, with curriculum and learning needs closely monitored through teacher-AIG licensed teacher collaboration. Other subject areas may also be clustered.</p>
<p>f) Addresses the social and emotional needs of AIG students through affective curricular and instructional practices.</p>	<p>Gifted students have unique social and emotional needs that require support; otherwise the student's learning capacity, interest, motivation and growth are inhibited. This support is seen as critical to the academic growth of advanced students. Social and emotional needs of AIG students will be met through:</p> <ul style="list-style-type: none"> ● increased affective support for AIG students ● nurture potential of K-2 students ● provide enrichment opportunities for students not yet identified as gifted

	<ul style="list-style-type: none"> ● train and provide professional development in the affective domains for teachers, counselors and other professionals who work with AIG identified students ● Purchase and/or write curriculum that supports the affective domain (i.e. bibliotherapy) ● Cluster AIG students to provide like-ability support
<p>g) Cultivates and develops the potential of young (K-3) students with early intervention and talent development opportunities through purposeful and intentional differentiated curriculum and instruction.</p>	<p>HYPE will cultivate and develop our K-2 students’ potential with early intervention and talent development opportunities through formal and informal achievement assessments.</p> <p>Young children grow and develop at different rates cognitively, physically, and socially. This means students enter school at different readiness levels. The early years of school are often difficult to determine gifted students, but it is possible to identify those who consistently reach academic benchmarks sooner than their peers. HYPE’s K-2 program recognizes and nurtures young children who demonstrate the potential for exceptional academic performance in kindergarten, first, and second grade</p> <p><u>K-2 Goals:</u> recognize and nurture academic gifts of K-2 students from all cultural groups and across all academic strata for young students that have the potential to perform at substantial high levels of accomplishment when compared with others of their age, experience, or environment. To provide challenging instructional activities through higher order thinking skills for students who demonstrate gifted potential.</p> <p><u>Activities:</u></p> <ul style="list-style-type: none"> ● collaboration between the classroom teacher and AIG licensed teacher to provide extension and acceleration opportunities ● Creative problem-solving exercises ● Critical/creative thinking skill-building activities ● Deductive logic and analytical thinking activities ● Evaluative and reasoning challenges ● Visual-Spatial exercises <p><u>Methods:</u> The AIG licensed teacher works closely with K-2 classroom teachers with formal and informal achievement assessments and classroom instructional activities to become familiar with the students. In conjunction with the classroom teacher, the AIG licensed teacher selects consistently higher-performing students to work in small groups for enrichment activities for one grading period. Taking care to incorporate a variety of minority, ESL, economically disadvantaged, and culturally diverse activities in the small groupings, the classroom teacher and AIG licensed teacher collaboratively create differentiated learning materials for the cluster grouping of higher performing students.</p>

<p>h) Develops and implements differentiated curriculum and instruction that addresses the academic and intellectual needs of gifted learners, across all grade levels, through collaboration with a variety of personnel based on student needs.</p>	<p>H.Y.P.E. Leadership Academy encourages collaboration between classroom teachers, AIG team, AIG licensed teacher, and other professional staff to develop and implement differentiated curriculum and instruction to meet the academic and intellectual needs of gifted learners across all grade levels.</p> <p>The AIG team meets monthly with the MTSS, EC, and Instructional Leadership teams to discuss, plan, and share curriculum ideas and strategies to be implemented in the school environment for Tier 1, 2, and 3 interventions.</p> <p>K-12 AIG team meets together during Professional Development days to collaborate and discuss best practices in gifted education, focusing on differentiated curriculum and instruction.</p> <p>Teachers teaching the AIG cluster classes on elementary and middle school levels and high school honors/PLTW/AP courses in Math and English must complete the local professional development requirement.</p> <p>AIG licensed teachers and classroom teachers in elementary, middle, and high school collaborate with intergrade level teams to develop and implement rigorous and differentiated curriculum.</p>
<p>i) Develops and documents a student plan that articulates the differentiated curriculum and instruction services that match the identified needs of the K-12 AIG student, such as a Differentiated Education Plan (DEP). This document is reviewed annually with parents/ guardians to ensure effective programming, provide a continuum of services, and support school transitions.</p>	<p>The AIG programs at all k-12 levels have clearly articulated plans of differentiated instruction that match the needs of all identified students. The curriculum strategies and student services are reviewed annually to ensure effective programming, a continuum of services, and appropriate school transitions. The differentiated education plans and individualized differentiated education plans, when needed, serve as documentation of compliance in service delivery.</p> <p><u>Grades K-2:</u> employs researched-based curriculum, as well as teacher-made curriculum, that reflects best practices for nurturing young students with potential. A myriad of materials are used during instruction from both the classroom teacher and the AIG licensed teacher.</p> <p><u>Grades 3-5:</u> Research-based curriculum, as well as teacher-made curriculum, that reflects best practices for enhancing learning for gifted learners. Academic guidelines are established by the AIG Team on the DEP for the classroom and cluster teachers.</p> <p><u>Grades 6-8:</u> Research-based curriculum, as well as teacher-made curriculum, that reflects best practices for enhancing learning for gifted learners. Academic guidelines are established by the AIG Team on the DEP for the classroom and cluster teachers.</p> <p><u>Grades 9 - 12:</u> Consists of honors, AP, and PLTW courses, in addition to enrichment activities, college planning/campus tours and academic advisement conferences.</p>

Differentiated Curricula/Instructional Practices: Any curriculum provided by HYPE academic leadership team builds upon and extends the North Carolina Standard Course of Study. The curriculum provides challenging learning experiences that march the service options and the students' learning needs.

- Any curriculum that is developed must:
 - Be based upon a grade level objective taken from the Standard Course of Study
 - Provide instruction reflective of the highest levels of selected educational taxonomies (Revised Blooms, Maranos, etc.)
 - Incorporate critical thinking skills, problem solving and flexible thinking activities into the instruction
 - Utilize research-based educational models and strategies
 - Incorporate appropriate content modifications as described on the Differentiated Education Plans
 - Provide grading rubrics for assignments

AIG curriculum is evaluated annually by AIG certified staff for necessary updates and changes to better meet the needs of gifted students and to ensure that the curriculum reflects current best practices in gifted education.

Differentiated Education Plan: The DEP is developed to describe the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the students' learning. The DEP is updated and reviewed with the parent annually or when program changes are needed for the student. An individual differentiated education plan (IDEP) may be designed if the DEP does not adequately reflect the student's program. At the DEP Annual Review, a list of curriculum activities for the year is explained and given to the parents/guardians. Parents/guardians may also review portfolio collections of the students' work, hear presentations from the students about their learning, receive information from regular classroom teachers and counselors, and learn about extra-curricular opportunities, the testing program, and post-secondary expectations.

During the parent/teacher conferences held at the end of each trimester, educators will meet with parents to discuss the goals created for each AIG student in their DEP. AIG team members will be available to attend these meetings as requested by teachers and/or parents. In our Arts Program, students will have an opportunity to share what they have learned with the public during each public event held at the school.

- Elementary Students: These events will be at the end of each trimester displayed during parent/teacher conferences as well as The Spring Arts Night.
- Middle School: These events will be held at the end of each trimester during the Middle School Showcase Nights.

- High School: These events will be held at the end of each trimester during the High School Showcase Nights

Ideas for Strengthening the Standard:

- Provide cluster opportunities for students in grades 3 - 8 with like-ability students
- Scheduled events on the HYPE staff calendar to ensure they take place.
- We need to work out ways to ensure that voice and choice are at the center of activities we offer students.
- Require students to take local professional development courses
- share curriculum ideas and strategies with stakeholders

Sources of Evidence:

- differentiated education plan
- documentation of institutional materials/supplies purchased
- AIG staff development schedule
- AIG portfolios
- EOG/EOC data
- Document training and professional development sessions
- Document professional development in the affective domain
- Curriculum calendar
- Honors, AP, PLTW syllabi
- 9-12 enrichment schedule
- Continuum of AIG Enrichment Opportunities
- AIG Tiered Intervention Matrix
- 9 - 12 AIG Schedule Planning Document

NC AIG PROGRAM STANDARD 4: Personnel and Professional Development

*The LEA recruits and retains highly qualified professionals and provides relevant and effective professional development concerning the **diverse** needs of gifted learners that is ongoing and comprehensive.*

NC AIG Program Practices Standard 4	LEA Response
a) Employs an AIG-licensed educator as lead coordinator to guide, plan, develop, implement, revise, and monitor the local AIG program and plan.	<p>H.Y.P.E. Leadership Academy AIG coordinator is required to have the following:</p> <ul style="list-style-type: none">● North Carolina teacher’s license● Minimum of three years successful classroom teaching experience● Master’s degree in education or subject area● North carolina licensure in gifted education (or able to acquire) <p>The AIG coordinator at HYPE is responsible for the following:</p> <ul style="list-style-type: none">● Ensure system-wide implementation of the local plan and accountability of the AIG program● Chairs the AIG committees composed of principals, AIG Team, parents, and community members● Communicates with schools, outside agencies, and others regarding AIG program policies, procedures, and concerns● Serves as liaison between AIG program and the community/stakeholders● Represents the AIG program at local, regional, state and/or national meetings and LEA functions to include online meetings● Attends state/national gifted conferences to stay breast of best practices in gifted education● Initiates and oversees the development of the AIG curriculum● Maintains electronic and hard copy data on identified AIG students to include accurate Child Count data● Oversees the development of all AIG protocol, guidelines, and procedures● oversees all AIG personnel● Conducts or oversees professional development for AIG staff and other personnel involved in the education of gifted students (i.e. local coursework requirements, AIG professional development, professional development days,etc.)● Prepares AIG allotments for review and approval

	<ul style="list-style-type: none"> ● Oversees the purchasing of all AIG equipment curriculum materials, office supplies, etc. ● Ensures that the AIG populations receive differentiated and appropriate services K-12
<p>b) Engages AIG-licensed specialists in tasks that explicitly address the academic, intellectual, social and emotional needs of K-12 gifted learners.</p>	<p>The AIG Team is tasked with designing and selecting appropriate research-based materials and modifications for gifted students, working in collaboration with other support staff and classroom teachers to plan, develop, and implement programming and activity for students. These persons will also engage in professional growth opportunities by reading professional literature to stay abreast of the latest research-based strategies, collaborating with other AIG specialists, and attending professional development workshops. Members of the AIG team are also tasked with the responsibility of preparing lesson plans for each group of push-in/pull-out students and providing specialized instruction to identified students in addition to examining student data, and providing resources to classroom teachers.</p> <p>Expectations for AIG-licensed specialists are as follows:</p> <ul style="list-style-type: none"> ● To collaborate with the AIG Coordinator to ensure the implementation of the AIG Plan ● To serve as a resource for staff ● To plan and model research-based instructional strategies for teachers ● To actively participate in professional development opportunities, including statewide initiatives to support gifted programs and advanced learners ● To maintain accurate records of all students receiving AIG services ● To meet requirements for employment and continue training in gifted education to obtain AIG certification/licensure ● Provide push-in/pull-out instruction for AIG students
<p>c) Establishes specific and appropriate professional development requirements for all personnel involved in AIG programs and services, including classroom teachers, instructional specialists, student services personnel, and school administrators.</p>	<p>H.Y.P.E. Leadership Academy recognizes that effective specialized professional development is an area of need, and will create mandatory school-wide offerings centered around discipline and grade-specific best practices to meet the unique needs of gifted students. The HYPE AIG Team plan to implement the following professional development for HYPE classroom teachers, instructional specialists, student services personnel, and school administrators, in addition to AIG Best Practice and The AIG Child PD:</p> <ul style="list-style-type: none"> ● AIG Identification Training: Staff gain knowledge about the identification process of students. ● How To Add HOT (higher order thinking) Questions to Common Assessments: Teachers will be encouraged to add 1 or 2 HOT questions to common assessments (pre or post) to add to current data collection (not counted towards grades) ● The AIG Team will collaborate with school administration to connect the needs of AIG students with the goals of the school improvement plan and ensure professional development is in alignment with these goals.

	<p>These are a beginning list of training sessions each group of staff members will be challenged to participate in:</p> <ul style="list-style-type: none"> ● Regular Education: Tools for Enrichment and Simple Ways to incorporate and Data and SEL School Counselors: SEL ● Special Education Teachers: Identification Training/What to look for ● ELL Personnel: Identification Training/What to look for ● Administration: What to Look For During Observations ● Arts: Tools for Enrichment; What to Look For <p>H.Y.P.E. Leadership Academy curriculum and instruction team, in conjunction with the AIG team, will use online, in person, and hybrid professional development courses. The focus of these professional development courses will focus on understanding gifted learners, differentiating for gifted learners, and understanding the unique social and emotional needs of gifted learners.</p>
<p>d) Provides general education services by personnel who have earned an AIG add-on license or have met the LEA requirements for that position.</p>	<p>H.Y.P.E. Leadership Academy would like to maintain mixed ability classrooms by clustering the AIG students into small groups of 3-5. We would like to place students into classrooms of staff members with AIG Licensure or are currently working on AIG Licensure. It is recommended that cluster classes are assigned to teachers who have earned their AIG licensure whenever possible. If there are no AIG licensed teachers available, principals are encouraged to place cluster classes with teachers who demonstrate evidence that they grow their advanced learners as indicated by EVAAS or with teachers who have completed professional development related to teaching gifted learners.</p> <p>Personnel are encouraged to earn their add-on licensure either by completing a four course sequence from an institute of higher education or passing the Gifted Education Praxis. The AIG Team would like for the school to reimburse staff members that want to take AIG certification classes or the AIG Add On Licensure Test.</p> <p>H.Y.P.E. Leadership Academy works diligently to ensure that school administrators and teachers are provided training to enhance the education of gifted learners and meet their academic needs. Teachers who are interested in working with AIG students are strongly encouraged to seek certification.</p>
<p>e) Develops strategies for the recruitment and retention of AIG-licensed professionals, including those of diverse backgrounds.</p>	<p>H.Y.P.E. Leadership Academy (HYPE) recognizes the need to recruit and retain AIG-licensed professionals, including those of diverse backgrounds. In an attempt to both gain and retain these professionals, HYPE is interested in creating incentives through both monetary and professional opportunities.</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy will offer tuition assistance to cover the cost of tuition and books for teachers to attend a college of their choice to pursue a course of study that will lead to AIG Add-On licensure to extend their understanding of gifted learners. ● H.Y.P.E. Leadership Academy will offer reimbursement for teachers passing the PRAXIS for gifted education.

	<ul style="list-style-type: none"> ● HYPE will provide opportunities for members of the AIG Team to attend professional development to enhance and support best practices in gifted education. ● H.Y.P.E. Leadership Academy will pay registration, boarding, and transportation costs for AIG teachers and coordinators to attend professional development to extend their understanding of gifted learners. ● HYPE will use hiring devices, such as INDEED to find licensed teachers who are interested in obtaining, or already have, their AIG add-on licensure, focusing on teachers from diverse backgrounds.
<p>f) Provides focused professional learning opportunities to realize equity and excellence in gifted education including changing mindsets, policies, and practices.</p>	<p>Professional Development relating to focused discipline-based differentiation, equity, changing mindsets, AIG policies and AIG best-practices is provided by the AIG team throughout the school year.</p> <p>Surveys will be used to find specific beliefs and perceived needs of our teachers in relation to understanding equity and excellence and how those needs are being met by the AIG program. As the Curriculum and Instruction team plans professional development related to the instructional frameworks, AIG needs including equity and excellence, changing mindsets, policies, and practices is consciously addressed and included. The PD will focus on the idea of growth mindset in the MTSS program (to include the AIG students) and reinforces the reasons that equity and excellence in gifted education is needed to meet the needs of all students and underlines the importance of proactively planning appropriate lessons to meet the needs of all students. The AIG team will include Professional learning opportunities that analyzes the school’s demographics and subgroups and review the equitable representation of these subgroups in the AIG program.</p>
<p>g) Aligns professional development opportunities with local AIG program goals, other district initiatives, and best practices in gifted education with opportunities to refine applications of professional learning.</p>	<p>Curriculum specialists and the AIG Team work together to integrate and align professional development best practices to meet the needs of all HYPE students. Administrators, counselors, and support staff will participate in professional development that addresses gifted learners. Training will be provided based on their roles and responsibilities. Licensed AIG teachers will be offered ongoing professional development opportunities to ensure the teacher remains current in the practices of meeting the needs of AIG students. The AIG Team will participate in monthly PLC meetings to support their professional growth and the academic growth of AIG students.</p> <p>PD related to gifted programming is offered at system-wide professional development days. It is also offered on an as-requested basis to schools, principals and other stakeholders. All professional development is aligned to the goals of the local AIG program and is focused on ensuring stakeholders are aware of educational best practices in gifted education.</p> <p>Attendee surveys will be utilized to ensure opportunities to refine applications and appropriateness of the professional learning following each professional development. In addition, professional development is designed in digital, in-</p>

person, and hybrid options to provide opportunities for teachers with different planning or schedules to attend the training by the AIG team.

Ideas for Strengthening the Standard:

- AIG Coordinator will attend collaborative meetings with fellow AIG team members to plan and develop support materials that will be made available for teachers to use to help meet the needs of AIG students.
- Gain commitment from the superintendent to fund AIG licensure for teachers who express interest.
- STEAM activities will be incorporated into AIG curriculum.

Sources of Evidence:

- Teacher feedback and surveys

STANDARD 5: Partnerships

The LEA ensures ongoing and meaningful participation of stakeholders in the planning and implementation of the local AIG program to develop strong partnerships.

<p>NC AIG Program Practices</p> <p>Standard 5</p>	<p>LEA Response</p>
<p>a) Develops intentional, two-way partnerships with parents/guardians to support the following needs of AIG students:</p> <ul style="list-style-type: none"> ● academic and intellectual ● social and emotional 	<p>H.Y.P.E. Leadership Academy recognizes the importance of maintaining two-way partnerships with parents/guardians. H.Y.P.E. Leadership Academy develops intentional, two-way partnerships with parents and guardians to support the academic, intellectual, and social and emotional needs of AIG students by:</p> <ul style="list-style-type: none"> ● Communicating available opportunities in the community through use of the school website, social media, Class Dojo, and flyers. ● Preparing and providing documentation such as the AIG Plan on the website and through Class Dojo ● Host parent informational meetings where special topics will be shared and parent/guardian voices can be heard ● Host meetings for students and parents at transition ● Ensuring that AIG teachers and coordinators are available during parent conferences to answer questions and provide support ● Making routine phone calls to check in on AIG students and their families ● Inviting parents/guardians to serve on AIG focus groups such as the AIG Steering Committee and Parent Advisory Group

<p>b) Partners with community stakeholders, such as institutions of higher education, local business and industry partners, and others to enhance and support the local AIG programs and services.</p>	<p>H.Y.P.E. Leadership Academy’s AIG program develops partnerships with community stakeholders to enhance and support the local AIG programs and services in the following ways:</p> <p>Collaborate with local colleges and universities to establish and maintain programs for AIG students (Fayetteville State University education department; Methodist University STEM camp; Campbell University science department; Fayetteville Technical Community College course offerings; Work cooperatively with local organizations, local businesses and government agencies to extend the educational opportunities beyond the classroom; guest speakers (judges, civic leaders, artists in residence, news agencies); Fascinate U Museum Math and Science night; North Carolina Science Festival</p>
<p>c) Establishes and utilizes an advisory group to develop, implement, monitor, and revise the local AIG program and plan. This advisory group is representative of the diverse populations of the district and is at least comprised of community members, AIG parents/guardians, AIG teachers, and other instructional and support staff.</p>	<p>Focus groups are one way in which the community members, AIG parents/guardians, AIG teachers, and other instructional and support staff are involved in the development, implementation, monitoring and revision of the local AIG program and plan.</p> <ul style="list-style-type: none"> ● AIG Steering Committee: Comprised of parents, administrators, teachers, and community members. Guides the rewriting of the Local AIG Plan ● Parent Advisory Group - includes at least one parent/guardian from each grade group (K-2, 3-5, 6-8, 9-12). Parent reads the local AIG plan, respond to surveys, and provide feedback on local initiatives ● Oversight Review Committee - consists of AIG leads and specialists from each grade group (K-2, 3-5, 6-8, 9-12). Serves as a checks and balances mechanism, reviewing all cases submitted. ● Needs Determination Team - Made up of the AIG teacher for each grade group (K-2, 3-5, 6-8, 9-12), faculty, and staff. discusses and evaluates students’ placement needs. The team may also determine that an IDEP, and/or a grade or subject acceleration accommodation is required. In these cases, parents, administrators, and others may be involved. The Needs Determination Team is required to document and retain accurate minutes of each meeting.
<p>d) Informs all students, parents/guardians, and the community of the following:</p> <ul style="list-style-type: none"> ● Local AIG Plan ● Local AIG program services ● Policies relating to advanced learning and gifted education 	<p>Students, parents/guardians and the community are informed about H.Y.P.E. Leadership Academy’s AIG plan, local services, policies, and access information through the following methods:</p> <ul style="list-style-type: none"> ● The Differentiated Education Plan (DEP) Describes the service(s) in which the student will be involved, the learning environment where the service(s) will be offered, the content modifications that will occur for the student, and the array of special programs available to enhance the student’s learning. The initial DEP is reviewed with the parent at the time the student is identified as gifted and in need of differentiated instructional services.

<ul style="list-style-type: none"> • Ways to access opportunities available to AIG students <p>Communication is ongoing and responds to the diverse language needs of the community.</p>	<ul style="list-style-type: none"> • Parents/guardians are invited to an annual review with the AIG team to review and update the DEP - one copy of the DEP is maintained in the AIG placement record and one copy is given to the parent. • An Individualized Differentiated Education Plan (IDEP) may be designed if the DEP does not adequately reflect the student's program. • If a student requires academic advisement due to low performance, the parent and student are again invited to attend an individual conference to discuss and develop a plan of action. Parents are continually notified of advisement procedures and program changes • Local AIG plan is on the school website under AIG tab • Yearly DEP meetings • Yearly portfolio review with parents and students • Monthly SIT meetings with open invitations to parents/guardians, students, and community members • Monthly Board meetings with open invitations to parents/guardians, students, and community members • H.Y.P.E. Leadership Academy School WebSite with AIG tab • Student/parent advisement procedures are shared with the parents in hardcopy at the yearly meetings, upon the need for advisement, and on the HYPE AIG website • AIG Monthly newsletters sent on Dojo for students and parents/guardians as well as on the HYPE AIG website • Brochures designed to inform parents and the community about the service options and summer enrichment programs in hard copy, through Class Dojo, and on the HYPE AIG Website • Information disseminated in multiple languages • Informational letters, emails, phone calls, through HYPE school Class Dojo message board, and on the HYPE AIG Website • Reciprocal relationship with Methodist University, Fayetteville State University, Fayetteville Technical Community College, and UNC-Pembroke to include student academic programs, use of resources, staff development, and use of facilities • HYPE school personnel are kept informed through monthly presentations during School Improvement Days, embedded professional development sessions, twice a month curriculum and instruction newsletters, AIG handbook, and the HYPE AIG website • Students, parents, community members, and all school personnel are provided access to AIG brochures, newsletters, and information sites through hardcopy, Class Dojo, and the HYPE AG website • Stakeholders are made aware of summer enrichment programs that are available at HYPE or other sites to AIG students
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Ideas for Strengthening the Standard:

Securing more local partnerships to support the AIG learners

Sources of Evidence:

- AIG Brochure
- HYPE AIG website
- Summer Enrichment Plan Brochures
- Documentation of Advisement
- DEP
- IDEP
- Information letters
- Program Newsletters
- Needs Determination Team Minute Form
- Steering Committee minutes and rosters
- Parent Feedback form
- Translator check box on AIG documentation
- Documentation of an established pool of partnership opportunities

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STANDARD 6: Program Accountability

*The LEA implements, monitors, and evaluates the local AIG program and plan to ensure that all programs and services are effective in meeting the **diverse** academic, intellectual, social, and emotional needs of gifted learners.*

NC AIG Program Practices Related to Standard 6	LEA Response
<p>a) Develops a written AIG plan to describe the local AIG program, in accordance with state legislation and SBE policy (N.C.G.S. 115C-150.5-.8 {Article 9B}), which has been approved by the local board of education and sent to SBE/DPI for review and comment.</p>	<p>H.Y.P.E. Leadership Academy maintains an AIG plan that is in compliance with North Carolina legislation and SBE policy. H.Y.P.E. Leadership Academy will utilize several teams and focus groups representative of a variety of stakeholders to lead the development of the local AIG plan. H.Y.P.E. Leadership Academy will continue to ensure compliance by:</p> <ul style="list-style-type: none"> ● Maintaining a process for gathering feedback, creating a timeline of completion, and communicating process updates in a timely manner. ● Gather feedback from all stakeholders to guide the process and plan development, and complete program self-assessment using this feedback. ● Developing local AIG program and policies based on program self-assessment and overall program goals. <p>The plan has been approved by the Superintendent and Board Chair at HYPE and is seen as a working document. Feedback on the current working plan has received solicitation of feedback from the team as well as the staff. The AIG plan will be made available on the school’s website.</p> <p>The AIG plan is reviewed annually and revised every three years to maintain compliance with state legislation and SBE policy, as well as make allowances for continued growth and improvement. The AIG plan includes all required components as mandated. All screening, placement, and identification processes are in compliance with NC legislation and standards.</p>
<p>b) Monitors the implementation of the local AIG program and plan in accordance with current legislation and state policies to ensure fidelity of implementation for all AIG program components.</p>	<p>The AIG Plan is monitored continuously through the use of yearly stakeholder surveys, the collection and analysis of formal and informal data, and meetings with staff, school administrators, and families. The AIG Coordinator and AIG teachers will meet monthly to assess program improvement, implementation, and build capacity. HYPE AIG Implementation Team plans to annually present at a HYPE Board Meeting updating the board on activities and numbers of students in the AIG program. We will also continue to monitor this plan to ensure that we have determined how and when to implement the AIG identification and instructional processes and procedures</p>
<p>c) Develops and monitors a budget using allotted state funds, and local funds if applicable, to</p>	<p>The LEA does not have a specific fund allocated for AIG. All monies come from the General Fund and necessary expenditures will be tracked when used for AIG students and AIG Plan implementation. Available funds will be</p>

<p>address the needs of the local AIG plan in accordance with state policy.</p>	<p>utilized for AIG professional development, building a professional resource library, student programs, projects, and supplies/materials that align with NCSCOS and the AIG plan. The AIG coordinator will look into other avenues for funding (such as grants and sponsorships) to add financial support for the local AIG Plan.</p>
<p>d) Maintains and analyzes multiple sources of student achievement and growth data, as well as annual drop-out data for AIG students. Data is disaggregated to recognize patterns and trends over time and inform mindsets, policies, and practices for equity and excellence.</p>	<p>The AIG team will pull data at the end of each benchmark to track the growth of students in our program and compare them to students not in our program. We also plan on having a summer institute to review EOY assessments to revise programming for the coming school year based on the data. Notes and data from these meetings will be shared with the HYPE staff in our AIG Data Google Folder. We will also use this data to plan with the MTSS staff on ways to increase student growth if we see students who have a decline in their performance.</p>
<p>e) Maintains and analyzes multiple data sources focused on the referral, identification, services, and retention of students within the local AIG program to ensure that students' racial, ethnic, economic, or other demographic factors, including other exceptionalities and language differences, do not reduce their likelihood of access to and participation in gifted education.</p>	<p>H.Y.P.E. Leadership Academy will maintain and analyze multiple data sources focused on the referral, identification and retention of AIG students by using the following methods:</p> <ul style="list-style-type: none"> ● survey responses ● parent forums ● student achievement data ● advisory committee input ● demographic data analysis ● course enrollment data ● input from AIG/cluster teachers <p>H.Y.P.E. Leadership Academy has identified multiple pathways of identification to better identify students and ensure student demographics do not reduce their access to AIG services. The AIG team will regularly collaborate with classroom teachers to analyze student data and ascertain the identification of students who would benefit from AIG services.</p>
<p>f) Maintains and utilizes current data regarding the credentials of personnel serving K-12 AIG students to align with the goals and strategies outlined in the local AIG plan.</p>	<p>H.Y.P.E. Leadership Academy will house AIG licensed staff licenses in the principal's office for quick identification in staff member's cumulative records. This information will be monitored by the AIG coordinator. AIG students are placed with AIG certified teachers whenever possible to ensure effective learning environments and academic growth are achieved.</p>
<p>g) Elicits regular feedback from students, parents/guardians, families, teachers, and other stakeholders regarding the implementation and effectiveness of the local AIG program.</p>	<p>H.Y.P.E. Leadership Academy elicits regular feedback from students, parents/guardians, families, teachers, and other stakeholders through various modes:</p> <ul style="list-style-type: none"> ● Input from the Focus Groups (AIG Steering Committee, Parent Advisory Group, Oversight Review Committee, and Needs Determination Team)

	<ul style="list-style-type: none"> ● Monthly professional development meetings ● Parent Surveys ● Stakeholder Surveys ● Student Interest Surveys
<p>h) Facilitates a comprehensive evaluation of the local AIG program utilizing multiple sources of data to revise the local AIG plan every three years.</p>	<p>H.Y.P.E. Leadership Academy AIG program employs comprehensive evaluative procedures of the local AIG program at various intervals in order to review and/or modify program identification, curriculum, service delivery models, and other program components using multiple sources. These sources are used throughout the year and every three years during the revision process of the AIG.</p> <p>The AIG department gathers and evaluates multiple sources of data for the purpose of decision-making and planning, including:</p> <ul style="list-style-type: none"> ● survey responses ● parent forums ● student achievement data ● advisory committee input ● demographic data analysis ● course enrollment data ● input from AIG/cluster teachers ● Input from the AIG steering committee
<p>i) Shares all data from local AIG program evaluation with school and district personnel, students, parents/guardians, families, and other community stakeholders.</p>	<p>H.Y.P.E. Leadership Academy (HYPE) recognizes that collecting and evaluating data is an important component of strengthening the AIG program. The AIG leadership team shares data from the AIG program evaluation with school and district personnel, students, parents/guardians, families, and other community stakeholders in the following ways:</p> <ul style="list-style-type: none"> ● Summary of survey responses and parent forums are displayed on the HYPE AIG Website and shared with school personnel through SIT and Board meetings ● AIG Information Fact Sheet containing demographic data analysis and course enrolled data is displayed on the HYPE AIG Website and through Class Dojo and shared with school personnel through SIT and Board meetings ● Student Achievement Data displayed on the HYPE AIG Website and shared with school personnel through SIT and Board meetings ● Summaries of advisory committee and AIG/cluster teacher input shared on HYPE AIG website and shared with school personnel through SIT and Board meetings
<p>j) Safeguards the rights of all AIG students and their parents/guardians through established written policies, procedures, and practices. The LEA plan includes: informed</p>	<p>The Capitol Encore’s AIG program mirrors the state policies and procedures governing the administration of gifted programs and services. The HYPE local plan, approved by the local Board and reviewed by the North Carolina Department of Instruction, remains in compliance in all program</p>

consent regarding identification and placement, reassessment procedures, transfers from other LEAs, and procedures for resolving disagreements.

components. Screening, testing, and identification procedures are reviewed annually to ensure equity, consistency, and best practices.

Committees serve as a mechanism to protect the rights of all children who might qualify for screening, testing, and/or placement in the AIG program. School-based AIG case decisions are decided and monitored by a Needs Determination Team. Team minutes are required for each Team meeting as a means of documenting discussions and decisions. An oversight Review Committee meets weekly to review all casework for final decisions including transfers. Students identified as gifted from another LEA must meet local criteria for placement. Identification documentation is requested from the previous LEA and reviewed by the Oversight Committee to determine if placement or testing is warranted.

A consent for evaluation is signed by parents/guardians prior to testing. After a placement decision is made, the parent/guardian signs an agreement for services and the Differentiated Education Plan (DEP). The DEP, reviewed annually and signed by parents, safeguards the implementation of services, at each grade level. Program and service provisions are outlined in the HYPE AIG Plan and approved by the school board. Appropriate and sufficient service delivery to both identified and K-2 students which is monitored, adjusted accordingly, and reviewed for modifications on an annual basis, or as needed. Students requiring an individualized DEP or grade/subject acceleration received modified or adjusted services accordingly. Special needs gifted students, including those who are highly gifted, twice exceptional, disabled, or socio/economically disadvantaged, receive services based on their appropriate needs. Other important AIG practices such as contact time for services, clustering guidelines, direct and consultative services, diagnostic assessment tools, curriculum extensions, enrichment opportunities, and social/emotional support are articulated in the HYPE Local AIG plan and/or AIG handbook to provide oversight to the program and service delivery.

H.Y.P.E. Leadership Academy (HYPE) recognizes that disagreements between parents/guardians and the local school administrative unit might arise when a child is not identified as academically or intellectually gifted or concerning the appropriateness of services offered to the academically or intellectually gifted student. HYPE procedures for settling such agreements will follow these steps:

- Due Process Procedures Regarding AIG Eligibility Determination and Services Decision
- The rights of parents/guardians are informed consent, right to refusal, and due process procedures concerning
- Failure to identify a student as eligible for services when they have met the identification criteria, AND/OR
- Failure to provide the services specified within the DEP/IDEP

Step 1: Appeal to the School AIG Team

- The parent/guardian may request a conference with the academically or intellectually gifted (AIG) Team at the child's school. This request must be made in writing and should include reasons for appeal. If this request concerns test results, then this request must be received by the AIG Team within thirty business days of notification of test results or within thirty business days of the beginning of the school year. The AIG Team should be given ample opportunity (10 business days) to convene all members together for a conference.
- At this conference, the individual student profile will be examined and discussed. Information used to determine eligibility for service delivery options shall be reviewed with the parent/guardian. If needed, the child's teacher may be asked to provide further documentation concerning student characteristics and achievement by the AIG Team.
- At this conference, all information will be shared with parent/guardian, minutes will be recorded, and signatures obtained from those present.
- Following the conference, the AIG team will respond to the concerns in writing within 10 business days of the conference.
- If the disagreement is not resolved at this level, proceed to Step 2.

Step 2: Appeal to the Principal

- The parent/guardian may appeal the decision of the School level AIG Team to the Principal of HYPE. The parent must in writing explain concerns and specific points of disagreement with the decision of the AIG Team and submit this written appeal within 10 business days of the decision from the school level.
- The conference shall be scheduled within 10 business days of receipt of this request.
- The Principal will review the concern and additional information may be requested from the child's teacher, the AIG Team, the parent/guardian prior to the conference.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- The Principal shall respond to the concern in writing within 10 business days of the conference.
- If the disagreement is not resolved at this level, proceed to Step 3.

Step 3: Appeal to the Superintendent of HYPE

- The parent/guardian may appeal the decision of the Director of Academically or Intellectually Gifted Services to the Superintendent of HYPE in writing within 10 business days of the decision. The written request must include concerns and specific points of disagreement.

- The Superintendent will review the written appeal. He may request further information from the child's teacher, the AIG Team, the parents, the principal, and/or the Director of Academically or Intellectually Gifted Services.
- The Superintendent shall respond in writing within 10 business days of receiving the appeal.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- If the disagreement is not resolved at this level, proceed to Step 4.

Step 4: Appeal to the School Board

- The parent/guardian may appeal the decision of the Chief Academic Officer to the school board in writing within 10 business days of the decision. The written request must include concerns and specific points of disagreement.
- The School Board will review the written appeal. He/she may request further information from the child's teacher, the AIG Team, the parents, the principal, and/or the Chief Academic Officer.
- Minutes will be recorded and signatures will be obtained from those present at the conference.
- The School Board shall respond in writing within 10 business days of receiving the appeal.
- If the disagreement is not resolved at this level, proceed to Step 5.

Step 5: State Level Grievance Procedure

- If the parent/guardian disagrees with the decision of the Superintendent, they may file a petition for a contested case hearing in accordance with Article 3 of Chapter 150B of the General Statutes, the Administrative Procedures Act, of North Carolina.
- The issues for review shall be limited to:
 - a) Whether the local system improperly failed to identify the student as eligible for services within its gifted education program.
 - b) Whether the local system implemented and provided those services specified within the differentiated gifted education plan.
- Following the hearing, the administrative law judge shall serve the final decision. The administrative law judge shall give a copy of written findings and the decision to the parties and to the State Superintendent of Public Instruction. Attorney's fees are not available to parents in the event they prevail in a due process hearing.

Ideas for Strengthening the Standard:

- Methods for disseminating data to the public

Sources of Evidence:

- Oversight Review Committee log
- Monthly meeting agendas
- Approved AIG budget
- Screening and identification demographic profile logs
- list of resources available
- Documentation of advisement plan of action
- Cluster class directions
- AIG Surveys
- AIG Informational Fact Sheet
- DEP
- Transfer Forms
- Consent for Evaluation
- Procedures to Resolve Disagreement

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H.Y.P.E. Leadership Academy
CMO Measurable Goals and Objectives for Success

The Board of Directors will be responsible for the oversight and governance of the school. Through its management agreement the Board will delegate the responsibility of day-to-day operations and planning to NC Educational Solutions, NCES. NC Educational Solutions will be charged with the responsibility of ensuring the school's academic success, financial viability and operational structure. The Board will evaluate NCES's effectiveness by monitoring progress toward objectives determined by the board, which is supported through the management agreement. It is expected that NCES will report at monthly meetings progress towards set objectives, challenges that have arisen and opportunities or methods to overcome these challenges. NC Educational Solutions's ability to make progress towards, and ultimately reach these goals, will determine the ongoing relationship between the Board and EMO. Legal counsel has confirmed that provisions exist within the contract with NCES that would allow for the school to terminate the contract at any point, with or without cause and without penalty. The established goals and objectives that will serve as a gauge of effectiveness for NCES are as follows:
(Ratings will be based on a 1-Exceeds Expectations, 2 – Meets Expectations, 3 – Working towards Expectations, 1 – Limited to No Progress towards Expectations)

Goal Area	Objective	Rating
Overall Progression	H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.	
Academic Excellence	Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.	
Career Pathways	H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.	

Financial Viability	H.Y.P.E. Leadership Academy will recruit and retain a community of committed students, families, and high-quality staff members who will engage in achieving our mission and vision to produce individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.	
Culture of Leadership	H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.	



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DEFINITION OF DISCIPLINARY ACTIONS:

Conference with student:

Conferences are held for all disciplinary problems. Usually it is also a first step for minor violations resulting in a warning being issued. All behaviors and resolutions will be documented.

Parent Conferences:

A parent conference can be personal or by phone. This can be used as a second disciplinary action or can be required for other violations. All conferences and resolutions will be documented.

Referrals: If a resolution is not created, the student will be referred to school administration by any staff member within the school. All students will be responsible for returning their referral with a parent/guardian signature by the next school day.

Detention: May be served during lunch, classroom celebrations, and before or after school for unacceptable behavior. Students must adhere to the following rules during detention or further administrative action will be taken:

Detention Rules

- Must arrive on time.
- Must remain in detention the entire time 3:05 PM to 4:05 PM.
- Must participate in self-reflection activities assigned by the supervising teacher.
- Electronic devices must be put away the entire time. Visible electronics will be confiscated.
- Must take care of all restroom and personal needs before entering detention.
- Must complete work the entire time. No sleeping, talking, eating or other distracting behavior is allowed.

In-School Suspension: For chronic irresolvable or major discipline problems, a student will remain in ISS. They will work on given class work and a writing assignment given to them by the administrator without talking. They are to ask permission to leave for any reason and will be required to eat their lunch in the ISS room.

Rules for In-School Suspension

- Students will sit in their assigned seats given to them by the office staff.
- While in the in-house room there will be no talking, note writing or any other type of communication.
- Students are responsible for keeping their area clean. Any waste can be kept on their desktop until their break time or end of the school day.
- Students are not allowed to leave their seat unless they have permission to do so.
- Restroom and drinking fountain breaks will be executed as a group at designated times
- There is no food allowed in the in-house room except for the designated lunch period.



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- If a student refuses to follow the in-house rules they will be given an out of school suspension.
- If a student is absent the scheduled day of ISS or misses any part of the day, they will make up any absent time the next day in attendance.

Out of School Suspension: For chronic, irresolvable or severe discipline problems. A student who is suspended out of school will be required to remain in the office or IHS until picked up by a parent or guardian. While in the office they will follow the same routine as an In-House Suspension. Once serving their out of school suspension they are not to be on school grounds during or after school or attend any after school activities. They are to make up all missed assignments and have the same number of days to complete it as they are absent. They will receive an unexcused absence for any time served.

1. Short-Term Suspension (G.S. 115C-390.5)

(a) The School Director shall have authority to impose short-term suspension on a student who willfully engages in conduct that violates a provision of the Code of Student Conduct authorizing short term suspension.

(b) If a student's short-term suspensions accumulate to more than 10 days in a semester, to the extent the School Director has not already done so, he or she shall invoke the mechanisms provided for in the applicable safe schools plan adopted pursuant to G.S. 115C-105.47(b)(5) and (b)(6).

(c) A student subject to short-term suspension shall be provided the following:

(1) The opportunity to take textbooks home for the duration of the suspension.

(2) Upon request, the right to receive all missed assignments and, to the extent practicable, the materials distributed to students in connection with the assignment.

(3) The opportunity to take any quarterly, semester, or grading period examinations missed during the suspension period. (2011-282, s. 2.)

2. Long-Term Suspension (G.S. 115C-390.7)

(a) A School Director may recommend to the superintendent the long-term suspension of any student who willfully engages in conduct that violates a provision of the Code of Student Conduct that authorizes long-term suspension. Only the superintendent has the authority to long-term suspend a student.

(b) Before the superintendent's imposition of a long-term suspension, the student must be provided an opportunity for a hearing consistent with G.S. 115C-390.8.

(c) If the student recommended for long-term suspension declines the opportunity for a hearing, the superintendent shall review the circumstances of the recommended long-term suspension. Following such review, the superintendent (i) may impose the suspension as if it is consistent with board policies and appropriate under the circumstances, (ii) may impose another appropriate penalty authorized by board policy, or (iii) may decline to impose any penalty.



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(d) If a teacher is assaulted or injured by a student and as a result the student is long-term suspended or reassigned to alternative education services, the student shall not be returned to that teacher's classroom unless the teacher consents.

(e) Disciplinary reassignment of a student to a full-time educational program that meets the academic requirements of the standard course of study established by the State Board of Education as provided in G.S. 115C-12 and provides the student with the opportunity to make timely progress towards graduation and grade promotion is not a long-term suspension requiring the due process procedures described in G.S. 115C-390.8. (2011-282, s. 2.)

Expulsion from H.Y.P.E.: In extreme cases expulsion, determined after a disciplinary hearing, from H.Y.P.E. may be necessary. A student who is expelled may not return to the school for a time period equivalent to one full academic school year (G.S. 115C-390.11) At the time a student is expelled under this section, the student shall be provided notice of the right to petition for readmission pursuant to G.S. 115C-390.12.

Due Process for Disciplinary Action

H.Y.P.E. assumes its responsibility to assure every student's right to an equal education opportunity. H.Y.P.E. further assumes its responsibility to assure an atmosphere conducive to learning and the expression of individual responsibility while protecting the individual rights of all students in accordance with standards of due process required by law and accepted standards of fairness. These procedures include a notification of discipline and an opportunity for students to explain their version of what happened. When discipline involves long-term suspension or expulsion, students may also request a formal hearing with an appropriate administrator. This procedure is not designed to deal with ordinary classroom discipline. The law requires that all teachers "maintain good order and discipline" and the H.Y.P.E. joins with parents and students in supporting every reasonable effort of teachers to meet this obligation.

DISCIPLINE & SPECIAL EDUCATION STUDENTS

School officials may suspend a disabled student (as identified by IDEA 2004) for up to ten (10) consecutive school days without implementing procedural safeguards. However, a suspension in excess of ten (10) consecutive school days, or removal from the student's typical educational environment for ten (10) cumulative school days due to a series of behaviors that constitute a pattern, is considered by NC state law to be a "change in placement" (NC 1504-2.7) for which procedural safeguards must be implemented. (Any serious behavior violation meeting criteria for "Special Circumstances" as outlined in NC 1504-2.1(g) is subject to immediate removal of up to forty-five (45) days to an interim alternative educational setting).

Before implementing a suspension for a disabled student for more than ten (10) consecutive school days, the school district must provide due process protection given non-disabled students, and must take the following steps:



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1. Notify the student’s parent or guardian in writing of proposed change in placement; and
2. Convene a Manifestation Determination Meeting and IEP Team Meeting to review available data and decide:
 - a. Did the disability cause, or have a direct and substantial relationship to the act of the Misconduct?
 - b. Did the District’s failure to implement the IEP cause the misconduct?
3. If the answer to either of these questions is YES, H.Y.P.E. must take immediate steps to remedy any deficiencies (as outlined in NC 1504-2.1). If the answer to both questions is NO, a suspension of more than ten (10) consecutive days or exceeding ten (10) cumulative days must be imposed. However, the school district is still responsible for providing special education services during the course of the long-term suspension and an IEPT must be convened to determine what the special education services will be.

At any stage, the parent always has the right to appeal a decision made as part of the IEPT process. In the event of an appeal, the school district must operate under the “stay put” policy allowing the student to remain in the present program. *H.Y.P.E. will follow IDEA 2004 mandates.*

DISCIPLINARY ACTIONS AND MINIMUM PENALTIES:

Every student has the innate right to an education free from being threatened in any fashion. In addition, every teacher has the right to teach, just as every student has the right to learn. Any disruption to this process will not be tolerated. The following is a list of some unacceptable student behaviors and the suggested *minimum* starting penalties. Should a violation not be listed, administrative discretion will be exercised and a proper penalty imposed for the violation.

Violations may have different circumstances and therefore administrative discretion may be imposed to apply appropriate consequences and penalties to each individual situation to ensure fairness.

If a student misses class due to an in school or out of school suspension, they are responsible for speaking with their teacher and making up the work from the class period(s) they missed.

Offense	Definition	K-3 Minimum Penalty	4-8 Minimum Penalty
Dress Code Violation	Out of compliance	Refer to Dress	Refer to Dress



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Minor Infraction (1-5 pts.)	with proper Encore uniform, defined in handbook (untucked shirt will be treated as insubordination)	Code section of handbook	Code section of handbook
Rough housing/verbal confrontation Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior, including acting carelessly and putting others in danger; instigating or engaging in verbal confrontations where abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language used	-Removal from class for designated period of time -Parent contact -Parent conference if necessary	-Removal from class for designated period of time -Parent contact -Up to 5 day out of school suspension
Fighting Major Infraction (10 pts.)	An extreme act of physical aggression that is designed to seriously harm or injure another person	-1 day suspension -Referral to counselor/social worker -Days may increase with the number of violations	-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion; depending on severity of the situation -Days will increase with multiple violations -After 10 days automatic referral for a disciplinary hearing which could result in expulsion.
Insubordination Minor Infraction	Deliberate refusal to obey a reasonable request or order by	-Removal from class for a designated period	-Removal from class -Appropriate form



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<p>(1-5 pts.)</p>	<p>Academy personnel, documented by the Academy personnel and submitted to the office</p>	<p>of time -Parent contact -Parent conference if necessary</p>	<p>of suspension -Continued violation will result in a disciplinary hearing which could result in expulsion from the Academy</p>
<p>Disrespect to Authority Minor Infraction (1-5 pts)</p>	<p>To use inappropriate voice tone, voice level, language, insinuations, mockery, gestures, threats, intimidation, etc.</p>	<p>-In house suspension to out of school suspension -Referral to counselor/social worker -Days may increase with number of violations</p>	<p>-Referral to counselor/social worker -1 day out of school suspension up to dismissal from Academy -Additional day for each additional occurrence up to 10 and/or a disciplinary hearing which could result in expulsion.</p>
<p>Harassment Intermediate Infraction (5-10 pts)</p>	<p>To disturb persistently; torment as with troubles or cares; bother continually; pester; persecute (Please refer to section on bullying for additional information)</p>	<p>-Removal from class for a designated period of time - Parent conference -Referral to counselor/social worker</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Serious Threats Intermediate Infraction (5-10 pts)</p>	<p>Written or verbal threats towards self, another person's life or wellbeing, or the school</p>	<p>-Removal from class for a designated period of time -Investigation by</p>	<p>-Immediate removal from class -Investigation by Administrative staff -Minimum 3 day</p>



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		Administrative staff and when necessary contact to local authorities and child protective services -Parent contact -Recommendation for counseling evaluation if appropriate	suspension- not to return to school until psychological evaluation determined not a threat to self or others. Required to make up all missed assignments if eligible to return to school -Notification to authorities and child protective services if appropriate
Sexual Harassment Intermediate Infraction (5-10 pts)	The making of offensive sexual advances, touching of personal areas, or of sexually offensive remarks, gestures, or acts that make another person feel uncomfortable	-Parent Notification -Removal from class -Referral to counselor/social worker -Recommendation for counseling evaluation	-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker
Forgery Intermediate Infraction (5-10 pts)	Falsely making or altering a writing by which the legal rights or obligations of another person are apparently affected; simulated signing of another person's name to any such writing whether or not it is also the forger's name	-Parent notification -Dependent upon what and how forgery occurred, loss of some form of school privilege to suspension	-Administration determined appropriate form of suspension for situation -Parent notification -Notification of authorities if appropriate



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<p>Profanity or Obscenities</p> <p>Minor Infraction (1-5 pts.)</p>	<p>The use of abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language</p>	<p>-Parent notification -Time out of class to in-school suspension</p>	<p>-1 day of out of school suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Cell Phone</p> <p>Minor Infraction (1-5 pts.)</p>	<p>Possessing or using a cell phone for any purpose during school hours</p>	<p>-1st offense the item will be taken and released only to a parent or legal guardian -2nd offense the item will be kept until the last day of school and released only to a parent or legal guardian -Refusing to surrender a cell phone will result in further disciplinary action</p>	
<p>Bullying</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Harassment or Bullying is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts-i.e. internet, cell phone, personal digital assistant (pda), or wireless handheld device) that is reasonable perceived as being motivated either by any actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or mental, physical, or</p>	<p>-Parent notification -Removal from class for a designated period of time to suspension. In extreme cases a disciplinary hearing will be held which could result in expulsion. -Referral to counselor/social worker</p>	<p>-3 days of out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>



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	<p>sensory disability or impairment or by any other distinguishing characteristic. This also includes ANY behavior that could be perceived as being aimed at intimidating, threatening, or coercing another person. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school sponsored function, or in a school vehicle. <u>Encore Academy adheres to a ZERO TOLERANCE BULLYING POLICY.</u></p>		
<p>Stealing Intermediate Infraction (5-10 pts.)</p>	<p>To take (the property of another or others) without permission or right, esp. secretly or by force</p>	<ul style="list-style-type: none"> -Return of items or cost of missing items -Parent notification -Time out of class -Loss of some type of school privilege -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -Return of items or cost of missing items -In school suspension to out of school suspension -Days may increase with the number of violations -Recommendation for counseling evaluation if appropriate



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<p>Plagiarism and Academic Dishonesty</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To copy or present someone else's work as your own OR to not be able to distinguish your work from a group of students you are working with</p>	<p>-Consequence is determined by Encore Academy staff and may include withholding credit until the student retakes the class or reproduces the assignment</p>	
<p>Skipping Class/Loitering</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Being out of class during instructional time without a pass, arriving 5 or more minutes late to class without a pass, or not attending class without proper authorization; being present in unauthorized areas in the building or school grounds</p>	<p>-Parent notification to removal from class</p>	<p>-1- offense: Parent notification -2- offense: In school suspension to 2 days out of school suspension</p>
<p>Gambling/Gambling Paraphernalia</p> <p>Intermediate Infraction (5-10 pts)</p>	<p>Being found in possession of gaming paraphernalia such as dice, chips, etc.; exhorting and/or collecting money under betting or unwarranted circumstances</p>	<p>-Parent notification -Child Protective Services notification if appropriate</p>	<p>-Up to 5 days of out of school suspension and dismissal from Encore Academy</p>
<p>Vandalism</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Deliberate defacing or destruction of school or individual student, staff, or guest property</p>	<p>-Student to remove or parent to pay for removal or replacement of damaged property -Time out of class</p>	<p>-Student to remove or parent to pay for removal or replacement of damaged property -1 day suspension and/or a disciplinary hearing which could result</p>



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			in expulsion. - Notification to authorities
Trespassing/Loitering Intermediate Infractions (5-10 pts.)	Students and parents being on school grounds 15 minutes after dismissal or after a school related function, even in a vehicle. Students and/or parents being on school grounds when banned from the school building/property	-Verbal warning; reported to local authorities -After 3 incidents, Child Protective Services will be notified -Dismissal from Encore	
Leaving school without proper authorization Intermediate Infraction (5-10 pts.)	Leaving the premises of the school without following check-out procedures and protocols	-In school suspension to 3 days of out of school suspension	
False Fire Alarm Major Infraction (10-20 pts.)	Deliberately pulling or setting off the fire alarms	-Parents will be fined by the local fire department -1 day suspension	-Parents will be fined by the local fire department -3 day suspension and/or a disciplinary hearing which could result in expulsion.
Possession/Usage of Weapon Major Infraction (10-20 pts.)	Any instrument of attack used to cause serious harm to another	-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion.	-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to



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		<ul style="list-style-type: none"> -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> authorities and Child Protective Services -Recommendation for counseling evaluation if appropriate
<p>Alcohol</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of an intoxicating liquid containing some form of alcohol</p>	<ul style="list-style-type: none"> -Contact Child Protective Services -Appropriate disciplinary action which includes out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -5 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services
<p>Drugs/paraphernalia</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of chemical substances, illegal or otherwise, that affects the central nervous system causing changes in behavior and often addiction.</p> <p>Possession of any equipment used in making, using, or concealing such a substance.</p>	<ul style="list-style-type: none"> -Notification to authorities and Child Protective Services -Appropriate disciplinary action and/or out of school suspension -Recommendation for counseling evaluation if appropriate 	<ul style="list-style-type: none"> -Notification to authorities to 10 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate
<p>Tobacco</p> <p>Intermediate</p>	<p>Possession and/or use of tobacco containing product</p>	<ul style="list-style-type: none"> -Notification to Child Protective Services 	<ul style="list-style-type: none"> -1- offense: 3 day suspension -2- offense: 5 day



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<p>Infraction (5-10 pts.)</p>	<p>including cigarettes, chewing tobacco or other</p>	<p>-Appropriate disciplinary action and/or out of school suspension or disciplinary hearing which could result in expulsion.</p>	<p>suspension and notification to authorities -3- offense: 10 day suspension and notification to authorities and dismissal from the Academy</p>
<p>Fire Type Materials Intermediate Infraction (5-10 pts.)</p>	<p>Possession of fireworks, stink bombs, lighters, matches, smoke bombs, etc.</p>	<p>-Situation subjective -Parent notification -1 day suspension -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate</p>	<p>-3 day suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation to counseling evaluation if appropriate</p>
<p>Compromise of public safety (teachers, staff, and students) Intermediate Infraction (5-10 pts.)</p>	<p>Exhibiting physically aggressive or unsafe behavior including acting carelessly and putting others in danger; disregard for directives and/or authoritative figure</p>	<p>-Out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services if appropriate -Dismissal from Encore</p>	
<p>Weapons usage, arson, criminal sexual conduct Major Infraction (10-20 pts.)</p>	<p>If a student possesses a dangerous weapon in a weapon free school zone (on school property and/or a vehicle used by a school to transport students to or from school property), or commits arson or</p>	<p>-Any student who commits a physical assault against an Academy employee or against a person engaged as a volunteer or contractor for the Academy on Academy property, on an Academy related vehicle, or at an Academy sponsored activity or event will be suspended and may be permanently expelled for a period of not less than 180 days or one full academic school year.</p>	



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	criminal sexual conduct in a school building or on school grounds, the student must be expelled from school permanently, subject to possible reinstatement provided for in the law.	
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PARENT GRIEVANCES

H.Y.P.E. is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

- 1.) The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
- 2.) No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
- 3.) The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
- 4.) Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director’s decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director’s written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop



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the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.

How do I enroll my child at H.Y.P.E. Leadership Academy?

General Enrollment

Enrolling for the next school year:

To enroll for the upcoming school year please check the Open Enrollment process. Open Enrollment will generally take place during the winter or spring months each year. Once the Open Enrollment time period has concluded, all applications are dated and timed in when they are received. Any application that's received during this Enrollment period is considered the same weight. Applications are accepted on a first come first basis for open seats as well as placement on the waiting list, after the completion of Open Enrollment. Once you are notified of your child receiving an open seat, your enrollment is not complete. You must then complete the registration packet in the time period designated to secure your child's seat. If the registration is not completed on time your child may forfeit their placement.

Waiting List:

Names that are placed on the waiting will be contacted as soon as we know we have an open seat available. If we cannot reach you, we will contact the next name on the list. It is important to make sure the information on the application form is the most accurate information. Once you are notified of your child receiving an open seat, your enrollment is not complete. You must then pick up and complete the registration packet in the time period designated to secure your child's seat. If the registration is not completed on time your child may forfeit their placement.

Preference:

1. Limited to no more than fifteen percent (15%) of the school's total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3):
 - a. Children of the school's full-time employees
 - b. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 - a. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1).
3. A student that was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level.
4. A student who was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.

5. A student who was enrolled in another charter school in the state in the previous school year.

During the school year:

To enroll once school is in session, you will need to complete the application form online. The child will either be given an open seat or placed on a waiting list. Available spaces will be given on a first come first serve basis, with the exception of the preference process. Enrollment will remain open during the school year until the designated time the board chooses to close it.

What is Open Enrollment?

Open Enrollment is the process, which opens the acceptance of applications for the next coming school year. All applications received during this window receive the same priority level. What this means is that each application is treated like they were turned in at the exact same time. If we receive more applications than we have space available in a particular grade level then each of those application names is entered into a random selection lottery. During the lottery, with the exception of preferences listed above, each name will be provided a placement in the appropriate grade in the order it is pulled. Once open spaces are filled, the names will continue to be pulled and placed on the waiting list in the order they are pulled, again, with the exception of sibling preference. Sibling preference gives priority to the siblings of students that have already received placement. If your child is going to be entered into the lottery process, you will be notified and can request the Zoom link. If you cannot attend or choose not to attend, attendance is not required; you will be contacted and informed of the results.

If your child receives an open seat during open enrollment, their enrollment is not completed. You will be notified and given a designated time period to turn in the registration packet. If we do not have a working phone number or cannot contact you in a reasonable amount of time, then your child's seat may be forfeited and the next name on the list called.



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H.Y.P.E. Leadership Academy Graduation Requirements

NCDPI Future Ready Course of Study Requirements (22 credits)	H.Y.P.E. Leadership Academy Graduation Requirements (26 credits)
4 English Credits: English I, II, III, IV	4 English Credits: English I, II, III, IV
4 Math Credits: NC Math 1, NC Math 2, NC Math 3, a 4th Math	4 Math Credits: NC Math 1, NC Math 2, NC Math 3, a 4th Math
3 Science Credits: Earth Science, Biology, a Physical Science	3 Science Credits: Earth Science, Biology, a Physical Science
4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance	4 Social Study Credits: World History, American History, Founding Principles of the U.S., Economics and Personal Finance
1 Health and P.E. Credit	1 Health and P.E. Credit
2 Electives Credits: Any combination of CTE, Arts, world language	2 Consecutive World Languages
4 Additional Electives: of CTE, Arts, Dual enrollment courses, PLTW, AP, etc.	4 Electives from their Selected Pathway: CTE, Dual Enrollment, AP, etc.
Volunteer Hours: 50 per year	Volunteer Hours: 50 per Year
	4 LiM Electives



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1 Health and P.E. Credit	1 Health and P.E. Credit
2 Electives Credits: Any combination of CTE, Arts, world language	2 Consecutive World Languages
4 Additional Electives: of CTE, Arts, Dual enrollment courses, PLTW, AP, etc.	4 Electives from their Selected Pathway: CTE, Dual Enrollment, AP, etc.
Volunteer Hours: 50 per year	Volunteer Hours: 50 per Year
	4 LiM Electives



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- Dual Enrollment opportunities and North Carolina Virtual Public Schools will enhance this list as necessary to support additional student needs at appropriate time in partnership development..

	Year 1	Year 2	Year 3	Year 4	Year 5
English	I,II	I, II, III	I, II, III, IV	I, II, III, IV - Honors classes available through NCVPS	I, II, III, IV - Honors classes available through NCVPS
Science	Earth and Environmental Science, Biology	Earth and Environmental, Biology, Chemistry	Earth and Environmental, Biology, chemistry, Physical Science	Earth and Environmental, Biology, Chemistry, Physics, Physical Science - Honors classes available through NCVPS	Earth and Environmental, Biology, Chemistry, Physics, Physical Science- Honors classes available through NCVPS
Social Studies	American History, World History	American History, world History, Founding principles of the US and NC	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance - Honors Classes available through NCVPS	American History, world History, Founding Principles of the US and NC, Founding principles of the US and NC, Economics and Personal Finance - Honors Classes available through NCVPS
Math	NC Math 1, NC Math 2	NC Math 1, NC Math 2, NC Math 3	NC Math 1, NC Math 2, NC Math 3, NC Math 4 - Honors available through NCVPS	NC Math 1, NC Math 2, NC Math 3, NC Math 4 , PreCalculus Honors - Additional Honors available through NCVPS	NC Math 1, NC Math 2, NC Math 3, NC Math 4 , PreCalculus Honors, Discrete Math - Additional Honors available through NCVPS
World Language	Spanish I,II, American Sign Language I, Arabic I	Spanish I, II, III, American Sign Language I, II,Arabic	Spanish I, II, III, IV, American Sign Language I, II, III,	Spanish I, II, III, IV, American Sign Language I, II, III,IV,	Spanish I, II, III, IV, American Sign Language I, II, III,IV,



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	- All World Languages will be taken through NCVPS	I, II - All World Languages will be taken through NCVPS	Arabic I, II, III - All World Languages will be taken through NCVPS	Arabic I, II, III, IV - All World Languages will be taken through NCVPS	Arabic I, II, III, IV - All World Languages will be taken through NCVPS
Health and Physical Education	Health Education I, Physical Education I	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II	Health Education I, II, Physical Education II
Entrepreneurship Electives	Business Law I, Speech I, and Debate I - Offerings through NCVPS: Entrepreneurship I, Accounting I, Leadership Development	Business Law I, Business Law II, Speech I, II, and Debate I, II, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development	Business Law I, II, Current Affairs, Speech I, II, and Debate I, II, III, - Offered through NCVPS: Entrepreneurship I, Accounting I, Career Management, Leadership Development
Athletics Electives	Health Science I, Fundamentals of Athletic Training, Speech I, and Debate I - Offered through NCVPS : career management, Food & Nutrition I, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, Speech I, II and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development	Health Science I, II, Fundamentals of Athletic Training, Physical Education II, III, Speech I, II, and Debate I, II - Offered through NCVPS : career management, Food & Nutrition I, Anatomy and Physiology Honors, Leadership Development
College-Preparation Electives	Yearbook, General music, dance beginning, dance intermediate, and	Yearbook, General music, dance, beginning, dance intermediate, and	Yearbook, General music, dance beginning, intermediate, and	Yearbook, General music, dance beginning, intermediate, and	Yearbook, General music, dance beginning, intermediate, and Speech I, II, and



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	Speech I, and Debate I - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development	Speech I, II, and Debate I, II - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, Journalism, Music appreciation	Speech I, II, and Debate I, II, III, Band Beginning - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation	Speech I, II, and Debate I, II, III, IV, band beginning, intermediate - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation	Debate I, II, III, IV =, band beginning, intermediate - Offered through NCVPS: AP Coursework in core classes through, Visual Arts Beginning, Leadership Development, Photography I, II, Journalism, Music appreciation
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H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

<i>This is a draft of the preliminary startup plan for H.Y.P.E. Leadership Academy. It identifies major tasks, general timelines, and persons responsible for completing each task.</i>			
TASK	Start Date	Finish Date	Responsible Parties
Adopt bylaws	March, 2023	March, 2023	BOARD
Adopt Articles of Incorporation and file	March, 2023	March, 2023	BOARD
Elect officers	March, 2023	March, 2023	BOARD
Set terms of office	June, 2023	June, 2023	BOARD
Adopt Board Policies	March, 2023	March, 2023	BOARD
Secure Board Insurance Policies	January, 2024	January, 2024	NCES
Apply for Employer Identification Number	January, 2025	January, 2025	NCES
Board Meeting Calendars published	June, 2023	June, 2023	BOARD, NCES
Execute Lease Agreement	July, 2025	July, 2025	BOARD, NCES
Execute Service Agreement	July, 2025	July, 2025	BOARD, NCES
Establish Open Enrollment Dates	January, 2025	January, 2025	BOARD
Publish Parent-Student Handbook	January, 2025	January, 2025	NCES
Establish Student Reporting (method, timing system)			
February, 2024	February, 2024	NCES	
School setup in general ledger	February, 2024	February, 2024	NCES
Account number setup within general ledger	February, 2024	February, 2024	NCES
MICR set up - check setup with general ledger	February, 2024	February, 2024	NCES
Assign Business Analyst and Accounts Payable Accountant	February, 2024	February, 2024	NCES
Setup General/Board Bank Accounts	February, 2024	February, 2024	NCES
Financial reporting setup (method, timing, system, format)	March, 2024	March, 2024	NCES
Budget/cash flow/other financial reporting established	March, 2024	March, 2024	NCES
Determine special education funding procedures	March, 2024	March, 2024	NCES
Contact surrounding districts for billing purposes (if applicable)	March, 2024	March, 2024	NCES
Local payroll taxes % and tax number applied for	March, 2024	March, 2024	NCES
Obtain State School ID	March, 2024	March, 2024	NCES
Draft of Facilities Timeline			
Create a list of all subcontractors for the project	February, 2024	February, 2024	NCES
Issue Notice of Commencement	February, 2024	February, 2024	NCES
Construction of Facility (Date subject to change)	February, 2024	April, 2025	NCES
Identify options for temporary offices surrounding the school	February, 2024	March, 2024	NCES

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Establish temporary office	April, 2024	April, 2024	NCES
Review substantial completion documentation and submit to general contractor	February, 2024	April, 2024	NCES
Establish custodial services program	June, 2025	June, 2025	NCES
Establish food service program	January, 2025	January, 2025	NCES
Develop traffic plan	June, 2025	June, 2025	NCES
Ensure building is keyed	April, 2025	April, 2025	NCES
Hold on-site meeting to educate school Leadership on building mechanical systems	June, 2025	June, 2025	NCES
Lunch program equipment installed	June, 2025	June, 2025	NCES
Health department inspection and application for food service license	July, 2025	July, 2025	NCES
Conduct code, fire and safety inspections	April, 2025	April, 2025	NCES
Certificate of Occupancy obtained	April, 2025	May, 2025	NCES
School Staff Move In Starts	July, 2025	July, 2025	NCES
Draft of Admissions Timeline			
Establish Direct mail Program	February, 2024	March, 2024	NCES
Develop Media Plan	February, 2024	March, 2024	NCES
Create School Website	February, 2024	March, 2024	NCES
Determine dates and location for all Parent Information Meetings	February, 2024	March, 2024	NCES
Set date for Groundbreaking Ceremony	February, 2024	February, 2024	NCES
Hold groundbreaking ceremony	March, 2024	March, 2024	Board, NCES
Conduct Parent information Meetings - monthly at minimum	January, 2024	January, 2025	NCES
Execute media and direct mailing plans	January, 2024	January, 2025	NCES
Send legal notice for open enrollment to newspaper	October, 2024	November, 2024	NCES
Open enrollment	January, 2025	March, 2025	NCES
Enter applications into PowerSchool (School Information System)	April, 2025	August, 2025	NCES
Send school newsletters to all applicant families	March, 2025	August, 2025	NCES
Determine if lottery needs to be done	March, 2025	March, 2025	NCES
Send lottery letter to all who applied or acceptance package	March, 2025	March, 2025	NCES
Conduct lottery	March, 2025	March, 2025	NCES
Send out acceptance packages, waiting list letters if lottery is needed	March, 2025	March, 2025	NCES
Acceptance Letter follow-up sent to those who did not return Application Verification Form	June, 2025	August, 2025	NCES
Verify immunizations, birth certificates and proof of residency	June, 2025	August, 2025	NCES

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Create forms package for Open House including Home Language Questionnaire, and send emails	June, 2025	August, 2025	NCES
Send invitations and forms package to all accepted and registered families	May, 2025	August, 2025	NCES
Conduct Open House	August, 2025	August, 2025	NCES
Hold Ribbon Cutting Ceremony	June, 2025	July, 2025	NCES
Teachers welcome students	August, 2025	August, 2025	NCES
Draft of Recruitment/Staffing Timeline			
Director Hired	February, 2024	February, 2025	BOARD, NCES
School office manager hired, trained and on staff	February, 2025	February, 2025	NCES
Recruit teachers/Identify candidates	February, 2025	June, 2025	NCES
Staff Hired	February, 2025	June, 2025	BOARD, NCES
Draft of Human Resources Timeline			
Create new school positions in HR/Payroll	February, 2025	February, 2025	NCES
Establish an unemployment account	February, 2025	February, 2025	NCES
Obtain new hire paperwork and background checks	February, 2025	June, 2025	NCES
Obtain compliance documentation - licenses, certifications, etc.	February, 2025	June, 2025	NCES
Setup school for all benefit plans	February, 2025	February, 2025	NCES
Identify medical center	February, 2025	February, 2025	NCES
Notify workers comp	February, 2025	February, 2025	NCES
Send employment law posters by first day of school	June, 2025	June, 2025	NCES
Draft of School Quality Timeline			
Before or after school care identified and set up at school	July, 2025	July, 2025	NCES
Develop classroom assignments	July, 2025	July, 2025	NCES
Identify students with IEP's and/or potential need for 504's	April, 2025	August, 2025	NCES
Setup Classrooms	July, 2025	July, 2025	NCES
Finalize School Calendar	January, 2025	January, 2025	BOARD, NCES
Draft of Purchasing Timeline			
Establish Amazon, School Outfitters, and other vendor accounts for the school	February, 2025	February, 2025	NCES
Setup and train requestors and approvers for requisitions	February, 2025	February, 2025	NCES
Furniture/Curriculum/IT/Equipment ordered	February, 2025	February, 2025	NCES
Furniture/Curriculum/IT/Equipment delivered	April, 2025	May, 2025	NCES
Furniture/Curriculum/IT/Equipment installed	May, 2025	July, 2025	NCES
Draft of Information Technology Timeline			

H.Y.P.E. LEADERSHIP ACADEMY TIMELINE

Network cabling	March, 2025	March, 2025	NCES
Installation of T1 for data and Router	April, 2025	April, 2025	NCES
Phone system and phone equipment ordered	March, 2025	March, 2025	NCES
School host server ordered	March, 2025	March, 2025	NCES
Computing technology equipment ordered	March, 2025	March, 2025	NCES
Router and switches equipement order	March, 2025	March, 2025	NCES
Installation of phone lines	April, 2025	April, 2025	NCES
Installation of phone system	April, 2025	April, 2025	NCES
Phone number for permanent site	April, 2025	April, 2025	NCES
Phones installed	April, 2025	April, 2025	NCES
Computers installed	May, 2025	May, 2025	NCES
UPS installed	May, 2025	May, 2025	NCES
Switches installed	May, 2025	May, 2025	NCES
School host server installed	May, 2025	May, 2025	NCES
PowerSchool online and set up for school staff	May, 2025	May, 2025	NCES
Multi-function printers and servers installed	May, 2025	May, 2025	NCES
Draft of Instructional Support Timeline			
New Director Training	February, 2024	February, 2025	NCES
New Office Manager Training	February, 2025	February, 2025	NCES
New Teacher Orientation and Professional Development	August, 2025	August, 2025	NCES
FIRST DAY OF SCHOOL	26-Aug-25	26-Aug-25	EVERYONE!!!!



H.Y.P.E. Leadership Academy

Job Descriptions

Job Title:	Director/Principal
Contract:	12 Months
Reports To:	NC Educational Solutions, Inc. (“NC Educational Solutions”)
Employed By:	NC Educational Solutions/The Board of Directors

Job Summary:

The Administrator/Principal is responsible for providing instructional, operational and administrative leadership. He/she will organize, supervise and evaluate development of curriculum, School programs, staff, and student achievement, while overseeing the day-to-day operations of the School.

Performance Duties:

- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Develop a plan for achieving the School’s vision and establish annual objectives and strategies.
- ◆ Work with day-to-day operations of purchasing goods and services.
- ◆ Attend Board of Directors’ meetings and provide educational leadership updates as necessary.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or The Board of Directors/NC Educational Solutions.
- ◆ Provide feedback in the development of and monitor implementation of manuals, guidelines and reports on State educational policies and practices for distribution to the School.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create high performance teams of instructional and support staff, parents and community.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Recruit, participate in interview, and recommend hiring of school staff.
- ◆ Supervise and evaluate administrative, instructional and support staff.
- ◆ Maintain complete and accurate records of the entire school program.
- ◆ Consult with parents/guardians regarding school academic and behavioral progress.
- ◆ Disseminate information and promote a sense of community involvement between school and parents, civic and business community.
- ◆ Monitor student behavior and address major code of conduct violations.
- ◆ Admit and transfer students.
- ◆ Other duties as assigned.

Requirements:

- ◆ Master's degree in education field preferred.
- ◆ Must comply with all applicable laws related to the any required Administrator certificate.
- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Exemplary experience in teaching and learning environment.
- ◆ Two (2) years of administrative or comparable experience preferred.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Evidence of recent roles as conference workshop facilitator or presenter.
- ◆ Ability to communicate professionally in oral and written capacity displaying knowledge of current methodologies and research in education and instruction.
- ◆ Evidence to support community involvement and leadership.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Vice Principal
Contract: 12 Months
Reports To: Principal
Employed By: NC Educational Solutions

Job Summary:

The Vice Principal is responsible for providing assistance to the Principal for instructional, operational and administrative leadership. He/she will participate in organizing, supervising and evaluating development of daily instruction, staff, and student achievement, while overseeing the day-to-day student behavior within the School.

Performance Duties:

- ◆ Monitor and Enforce School Code of Conduct and administer discipline.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students receiving support from Vice Principal.
- ◆ Communicate with parents and teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Provide educational leadership.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Provide instructional leadership through observations and regular consistent daily walk-in's and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create high performance teams of instructional and support staff, parents and community.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Participate in recruiting and selecting and transitioning new hires.
- ◆ Supervise and evaluate direct educational teams.
- ◆ Maintain complete and accurate records of designated School programs.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Disseminate information and promote a sense of community involvement between School and parents, civic and business community.
- ◆ Other duties as assigned by school principal.

Requirements:

- ◆ Master's Degree in Education preferred.
- ◆ Must comply with all applicable law related to the Administrator's certificate.

- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Exemplary teaching experience.
- ◆ Two (2) years of administrative or comparable experience preferred.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Evidence of recent roles as conference workshop facilitator or presenter.
- ◆ Verbal and written communication skills.
- ◆ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Evidence to support community involvement and leadership.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Teacher (Assigned Teaching Area)
Contract: School Year
Reports To: Administrator/Principal
Employed By: Board of Directors and NC Educational Solutions

Job Summary:

Working in a full-time capacity, the academic subject area Teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the School program and develop individualized learning plans for each student.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-School relationship.
- ◆ Participate in school fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ North Carolina teacher certification.
- ◆ Teaching experience preferred.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Counselor
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under the direction of the Administrator/Principal, the Counselor will assist in the supervision of support staff and facilitate School programs. The Counselor will also provide personal, social and educational counseling to the students of H.Y.P.E. Leadership Academy.

Performance Duties:

- ◆ Supervise students.
- ◆ Counsel students.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants.
- ◆ Utilize technology.
- ◆ Assume other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet NC SBE requirements for certification as applicable.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Social Worker
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under the direction of the Administrator/Principal, the Social Worker will assist in the supervision of support staff and facilitate School programs. The Social Worker will also provide personal, social and educational therapy to the students and families of H.Y.P.E. Leadership Academy.

Performance Duties:

- ◆ Supervise students.
- ◆ Counsel students.
- ◆ Establish and maintain communication with parents.
- ◆ Develop and facilitate programs and workshops for parents.
- ◆ Make home visits as needed.
- ◆ Provide referrals to designated agencies as needed.
- ◆ Facilitate various groups as needed.
- ◆ Implement conflict management groups.
- ◆ Write proposals and make application for grants.
- ◆ Utilize technology.
- ◆ Assume other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Master's Degree.
- ◆ Previous experience in counseling preferred.
- ◆ Meet NC SBE requirements for certification and licensing through state and Office of Special Education as applicable.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Program Coordinator (Title 1, RTI, Special Ed, Student Achievement, Integration)
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

The Program Coordinator is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of academically struggling students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ◆ Participate and provide guidance for the RTI team.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.

- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Participate in recruiting, selecting and hiring of Program staff.
- ◆ Supervise and evaluate Program staff.
- ◆ Maintain complete and accurate records of the entire designated program.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ Master's degree and/or Program Specific Endorsement preferred.
- ◆ North Carolina teacher certification.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Program Director (Preschool, other)
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

The Program Director is responsible for providing instructional, operational and administrative leadership to the direct program staff and classroom teaching staff. He/she is also responsible for the teaching and learning of program specific students. He/she will organize, supervise and evaluate development of modified/individual curriculum and assessments administered by program staff and classroom teaching staff, and provide updated communication to Administrator/Principal and parents.

Performance Duties:

- ◆ Develop course objectives and outlines following School curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students and staff.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer School-approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.
- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare, maintain, and supervise accurate and appropriate student attendance, and daily tracking logs/PARS as outlined by the Administrator/Principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Prepare schedule for Program time in classrooms and with pull-out groups of students.
- ◆ Participate on the School Improvement Team and provide student achievement data for decision making.
- ◆ Participate in and conduct workshops, conferences and in-services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.

- ◆ Participate in recruiting, selecting and hiring of Program staff.
- ◆ Supervise and evaluate Program staff.
- ◆ Maintain complete and accurate records of the entire designated program.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Handle the coordination and maintenance of all licensing documents for program.
- ◆ Other duties as assigned by Administrator/Principal.

Requirements:

- ◆ Bachelor's degree.
- ◆ Master's degree and/or Program Specific Endorsement preferred.
- ◆ North Carolina teacher certification.
- ◆ Meet all State licensing requirements.
- ◆ Teaching experience preferred.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Office Manager/Director
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Compile data for state and federal reports.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Maintain School's calendar of events.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Handle collection and submission of financial documents to accounting firm.
- ◆ Collect and report payroll to ESP.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Implements enrollment procedures and processes.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Administrative Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Compile data for Board of Directors; state and federal reports.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Maintain Administrator/Principal's calendar.
- ◆ Maintain School's calendar of events.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Secretary
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Office Assistant
Contract: Extended School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Provide secretarial, administrative and clerical support to Administrator/Principal and perform secretarial/clerical duties of the School.

Performance Duties:

- ◆ Compose and transcribe correspondence, bulletins, memorandums, utilizing computer word processing programs.
- ◆ Proficient in IBM Word Perfect, Excel and desktop publishing programs.
- ◆ Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation, spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Communicate with students and direct them to appropriate staff members when necessary.
- ◆ Respond to and disseminate information related to general activities and operations of the School.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.).
- ◆ Arrange meetings and conferences; schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering School supplies and textbooks.
- ◆ Arranges School Fundraisers
- ◆ Assists Administrator/Principal in marketing needs.
- ◆ Assists with food service reporting and accounting.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency and ability to operate standard office equipment.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Maintenance/Custodian
Contract: Extended Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Under supervision of Administrator/Principal, maintain School and School grounds, performing a wide range of cleaning, maintenance and repair duties.

Performance Duties:

- ◆ Keep building clean of graffiti.
- ◆ Paint as needed.
- ◆ Perform routine maintenance – replace light bulbs, repair leaky faucets, move office and classroom furniture.
- ◆ Keep surrounding grounds free from litter and all inappropriate material.
- ◆ Repair equipment as needed.
- ◆ Make deliveries as needed.
- ◆ Receive and transport deliveries to designated locations.
- ◆ Clean and sanitize cafeteria daily.
- ◆ Clean and restore areas as needed in the event of student illness.
- ◆ Handle all electrical, plumbing, carpentry and other general maintenance repairs.

Requirements:

- ◆ High school diploma or equivalent.
- ◆ Ability to lift or push furniture and cleaning equipment; ability to do job with or without accommodations.
- ◆ Ability to utilize standard cleaning equipment and industrial equipment (polisher, buffer, etc.).
- ◆ Ability to safely utilize chemical cleaners and disinfectants.
- ◆ Self-motivated and high level of initiative.
- ◆ Previous experience necessary.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Be familiar with state and federal codes and regulations.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Para-Professional
Contract: School Year
Reports to: Administrator/Principal or Program Coordinator/Director
Employed By: NC Educational Solutions

Job Summary:

Working to assist the classroom Teacher with student learning to increase student achievement, and work with the educational team to develop and implement the School and/or classroom program.

Performance Duties:

Assist the classroom Teacher to do the following:

- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare projects.
- ◆ Demonstrate competency in assigned subject areas and the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette
- ◆ Supervise students within the School setting and on School grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Participate in School fund-raisers, extra-curricular activities, School-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by the classroom Teacher.

Requirements:

- ◆ Associate Degree or equivalent 60 credit hours or pass competency test.
- ◆ Experience preferred.
- ◆ Ability to work with young people.
- ◆ Willingness to participate in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: RTC Director
Contract: School Year
Reports To: Administrator/Principal
Employed By: NC Educational Solutions

Job Summary:

Coordinate the Responsible Thinking Classroom (“RTC”) program.

Performance Duties:

- ◆ Assist Administrator/Principal with student discipline through the RTC Program.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students served through the RTC Program.
- ◆ Communicate with parents and Teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Assume other duties as assigned by the School Administrator/Principal.

Requirements:

- ◆ Associate degree or two (2) years of college preferred.
- ◆ Previous experience with student discipline preferred.
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.
- ◆ Ability to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency.
- ◆ Ability to create database, forms, tables, charts, records, spread sheets, etc., utilizing appropriate computer software.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Alumni Success Coach/Special Populations Transition Coach
Reports To: Counselor
Employed By: NC Educational Solutions

Job Summary:

The Alumni Success Coach is responsible for supporting students in their transition to and successful completion of a two or four-year college or university degree, and their subsequent move to post-educational options such as employment or graduate school.

Performance Duties:

- Support those students who are in a post-secondary program to be successful academically and in co-curricular activities.
- Develop a strategic travel plan to visit students on their college campuses. The Alumni Success Coach will be responsible for grouping trips (locally or regionally) to ensure maximum impact.
- Provide guidance within financial aid issues, transferring schools, small financial assistance support, social connectedness, and other barriers to the successful completion of a post-secondary educational program.
- Provide focused support to students in local community colleges, providing opportunities for students to receive both peer and mentor support.
- Ensure that each student has a plan in place for transferring to a four-year college or university if this is the student's goal.
- Create plan for current juniors at H.Y.P.E. Leadership Academy to provide care packages to students attending post-secondary educational institutions.
- Support current H.Y.P.E. Leadership Academy staff to help create a post high school plan for each student with a focus on how to successfully transition into the first year of a post-secondary program.
- Support high school seniors in applying for post-secondary educational opportunities and scholarships, as well as preparing for this transition.
- Develop a yearly communication plan for students at post-secondary sites. This plan would include an annual social gathering for program participants.
- Provide overall leadership in assisting high school and post-secondary students to find and be competitive for employment and or internship opportunities during the summer and or after completing their post-secondary education.
- Provide support to those students who are within a year of completing their postsecondary education to put together a plan for gaining employment or further schooling, and support them in its implementation.
- Track the results of students involved in the Alumni Support Program, to use for program evaluation.
- Adhere to program budget; turn in timesheets monthly, and output/outcome and program. Receipts bimonthly as requested by administrative staff.
- Other duties and responsibilities as assigned.

Traits of a H.Y.P.E. Leadership Academy Alumni Success Coach

- Strong analytical, communication and writing skills.
- Ability to work well with students and their families and colleagues.

- Ability to travel via auto and air to support college students.
- A high threshold for stress and a tireless commitment to excellence in all endeavors.
- A "Whatever it Takes" attitude.

Supervisory Responsibilities:

This position does not have any supervisory responsibilities.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Bachelor's degree (B. A. / B.S.) from four-year college or university required. Master's Degree is desirable but not required. Previous 9th - 12th grade educational experience highly desirable. Demonstrated successful work with teens and parents highly desirable.

Language Skills:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from parents, students, and administration. Ability to effectively present information to top management, public groups, and/or boards of directors.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

To perform this job successfully, an individual should be competent in Microsoft Office applications (Outlook, PowerPoint, Word, and Excel) and ability to learn and use computer software as necessary. Ability to use basic office equipment.

Safety Duties & Responsibilities:

Every H.Y.P.E. Leadership Academy employee has an obligation to know the Academy's safety rules and procedures; to teach what they know to others; to recognize unsafe actions and situations; to warn others of unsafe situations; to react to emergency situations and to report hazardous or unsafe practices to those in a position to correct them.

Physical/Mental Demands:

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is regularly required to sit and use the wrists, hands and/or fingers, The employee is occasionally required to stand; walk; climb or balance, The employee must occasionally lift and/or move up to 25 pounds, Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus, Work at a desk and computer screen for extended periods of time.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level is moderate and may have frequent interruptions. There may be activity from other employees and students of a distracting nature.

Other Qualifications:

Satisfactory criminal records check, pre-hire and annually thereafter, if applicable. Must be eligible to work in the United States and provide work authorization. Those with a willingness to make a 3-5 year commitment to the position will be preferred.

Modification of Duties & Essential Functions:

H.Y.P.E. Leadership Academy retains the right to change and/or modify the duties and essential functions of this position at any time. This job description is not intended to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the employee.

Job Title: Dean of Students
Contract: 12 Months
Reports To: Principal
Employed By: NC Educational Solutions

Job Summary:

The Dean of Students is responsible for providing assistance to the Principal, Vice Principal, and Staff for operational and disciplinary supervision. He/she will participate in all roles associated with the supervision of daily student success.

Performance Duties:

- ◆ Monitor and Enforce School Code of Conduct and administer discipline.
- ◆ Coordinate and direct the RTC Program.
- ◆ Develop student behavior contracts.
- ◆ Maintain log of students receiving support from Vice Principal.
- ◆ Communicate with parents and teachers regarding student behavior.
- ◆ Compile data and reports for the Board of Directors.
- ◆ Communicate with students and direct them to appropriate resources when necessary.
- ◆ Respond and disseminate information related to student discipline to appropriate persons within the School.
- ◆ Establish, maintain and revise record keeping.
- ◆ Communicate the vision, philosophy and mission of H.Y.P.E. Leadership Academy to staff, students, parents, community and the media.
- ◆ Provide student management support to teaching staff through guidance, meetings, and feedback from observations.
- ◆ Represent the School at formal functions, community and civic affairs.
- ◆ Implement State of North Carolina education codes, rules and regulations as given by the State Board of Education and/or CMU.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Maintain complete and accurate records of designated School programs.
- ◆ Consult with parents/guardians regarding student academic and behavioral progress.
- ◆ Other duties as assigned by the school principal.

Requirements:

- ◆ Bachelor Degree Required. Working toward a Masters in Administration Preferred.
- ◆ Minimum 2 Years of Exemplary Teaching Experience Preferred.
- ◆ Must meet continuing education requirements as prescribed by rules promulgated by the State of North Carolina, as applicable.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Verbal and written communication skills.
- ◆ Ability to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

H.Y.P.E. SAMPLE Academy Behavior Matrix

LIM Habits	Classroom	Hallway	Restroom	Cafeteria	Recess	Arrival & Dismissal
<p>Creating Positive Synergy</p>	<p>SOUND LEVEL: Following designated sound levels from adults. (Level 0 - direct teaching talking only when called on; Level 1 - whispers to partners; Level 2 - conversational level group work; Level 3 - Singing or Choral Response; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions, Track the speaker</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>RESPONSIBILITY: Ask permission before using others' belongings.</p>	<p>SOUND LEVEL: Remaining quiet (Level 0 - no talking; Level 2 - speaking to an adult; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow direction of the teacher/adult</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>	<p>SOUND LEVEL: Remaining quiet (Level 0 - no talking; Level 2 - speaking to an adult; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Waiting patiently in-line</p> <p>ACTIONS: Clean up after yourself</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p> <p>RESPONSIBILITY: Tell an adult of any issues</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 3 - singing or choral response; Level 4 - group discussion; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>MOVEMENT: Walk on the right side of the hall to and from</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>RESPONSIBILITY: Include all Tigers as appropriate</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Follow adult directions</p> <p>MOVEMENT: Walk directly to bus or designated area for pick-up</p> <p>RESPONSIBILITY: Tell an adult of any issues</p> <p>COMMUNICATION: Use kind, positive words to interact with others</p>
<p>Be Proactive and Safe</p>	<p>ACTIONS: Keep hands, feet, and objects to yourself.</p> <p>MOVEMENT: Walk at all times; Line up appropriately.</p> <p>ACTIONS: Remain in assigned area</p> <p>RESPONSIBILITY: Keep your area, desk, and floor clean</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>MOVEMENT: Walk at all times</p> <p>MOVEMENT: Walk on the right side of the hallway</p> <p>MOVEMENT: Walk facing forward.</p> <p>ACTIONS: Keep hands, feet, hands objects to yourself</p> <p>ACTIONS: Use materials appropriately.</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>MOVEMENT: Use equipment appropriately</p> <p>ACTIONS: Wash your hands</p> <p>ACTIONS: Clean up after yourself</p> <p>RESPONSIBILITY: Report to an adult any problems</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>ACTIONS: Follow directions of adults.</p> <p>MOVEMENT: Walk with both hands on your tray</p> <p>ACTIONS: Stay in your seat. Raise hand for assistance or to move locations.</p> <p>ACTIONS: Protect other's allergies by not sharing food.Keep food on your own tray.</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 3 - singing or choral response; Level 4 - group discussion; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Walk directly to assigned areas</p> <p>ACTIONS: No physical contact games</p> <p>ACTIONS: Use equipment appropriately</p> <p>MOVEMENT: Move in a safe manner whether walking or running outside</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>	<p>SOUND LEVEL: (Level 2 - conversational; Level 0 - when directed; Level 5 - Emergency level "I need help")</p> <p>ACTIONS: Walk directly to assigned areas</p> <p>Walk facing forward</p> <p>Walk on the right of the hall</p> <p>RESPONSIBILITY: Keep hands, feet, and objects to yourself</p> <p>RESPONSIBILITY: Report problems to adults</p>

H.Y.P.E. SAMPLE Academy Behavior Matrix

<p>Begin with the end in Mind</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ACTIONS: Be prepared for class with your materials</p> <p>ACTIONS Stay on task</p> <p>ACTIONS: Complete/ return your own work in a timely manner</p> <p>RESPONSIBILITY: Use materials appropriately.</p> <p>RESPONSIBILITY: Use a growth mindset</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>MOVEMENT: Walk to and from your location as designated</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>MOVEMENT: Remain in your own personal space</p> <p>RESPONSIBILITY: Clean up after yourself appropriately</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ACTIONS: Get everything you need before you sit down.</p> <p>MOVEMENT: Raise your hand if you need help or to be excused to go to restroom</p> <p>RESPONSIBILITY: Use trash can for trash</p>	<p>ACTIONS: Wear appropriate outdoor attire as necessary.</p> <p>ACTIONS: Play in a way that is mindful of yourself and others</p>	<p>ACTIONS: Wear appropriate school attire</p> <p>ARRIVAL RESPONSIBILITY: Be on time, with materials, and prepared to learn</p> <p>RESPONSIBILITY: Have all needed materials before entering or leaving the classroom</p> <p>DISMISSAL RESPONSIBILITY: Leave only with the person you should</p>
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Measurable Objective	Goal	Year 1	Year 2	Year 3	Year 4	Year 5
Academic Proficiency	<p>On average K-8 students will demonstrate college readiness standards on the End-of-Grade Exams with a 3 and above in Reading, Math, and in grades 5 and 8, Science.</p> <p>When High School is added, HS students will average scores of: 3 or better on Math 1, English 2, Biology and Math 3 End-of- Course Exams; a 19.8 or better on the ACT, and a silve or better on the ACT WorkKeys exam.</p>	<p>Baseline Data will be obtained in Year 1. We anticipate based on county student performance to be between the 30-40th percentile.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 2 goal will be a 10 percentile point increase.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 3 goal will be a 10 percentile point increase from year 2.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 4 goal will be a 10 percentile point increase from year 3.</p> <p>Not Applicable until Year 5</p>	<p>Preliminarily: Year 5 goal will be a 10 percentile point increase from year 4.</p> <p>Year 5: Math 1 EOC 60% proficient. English 2, Biology, ACT, WorkKeys Not Applicable.</p> <p>In subsequent year, year 5 goal will be a 5 percentile point increase from the previous year.</p>
Academic Growth	<p>90% of K-8 students will reach their individual growth target as established and tested by End-of-Grade Proficiency scores.</p> <p>When HS is added, 90% of 9-12 students will reach their individual growth target as measured by the End-Of- Course proficiency scores, ACT, and ACT WorkKeys exams.</p>	<p>Baseline Data will be obtained in Year 1. We anticipate based on experience with this assessment that it will take time to reach this goal.</p> <p>Year 1: 70%</p> <p>Not Applicable until Year 5</p>	<p>Year 2: 75%</p> <p>Not Applicable until Year 5</p>	<p>Year 3: 80%</p> <p>Not Applicable until Year 5</p>	<p>Year 4: 85%</p> <p>Not Applicable until Year 5</p>	<p>Year 5: 90%</p> <p>Baseline Data will be obtained in year 5. We anticipate year 1 will be 70%, with a 5% increased in expectations per subsequent year.</p>



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Location	Male	Female	White	Black	Hispanic	American Indian	Asian	Pacific Islander	Two/More
District (HOKE)	53%	47%	24.40%	32.80%	23.20%	7.70%	0.80%	0.30%	10.80%
State	51.30%	48.70%	44.62%	24.70%	20.48%	1.08%	3.82%	0.14%	5.13%



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H.Y.P.E. Leadership Academy **Admission Policy**

Enrollment:

As a charter school in the state of North Carolina, H.Y.P.E. Leadership Academy will be open to all pupils in grades K-12 (following the grade expansion plan) who are qualified for admission to a public school under the laws of the State of North Carolina and who reside within the state of North Carolina. It is expected that the majority of students will reside in Raeford or Fayetteville. The school will likely serve students from Hoke, Cumberland, Robeson, and Moore Counties. Within one year after the charter school begins operation, the population of the school shall reasonably reflect the racial and ethnic composition of the special population that the school seeks to serve residing within the local school administrative unit in which the school is located.

H.Y.P.E. Leadership Academy will be open to all students entering the grades served by the school, subject to the provisions of the enrollment policy, with the only limit being the number of available seats. In administering the admission requirements set forth below, no admission decision shall discriminate against any student based on intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

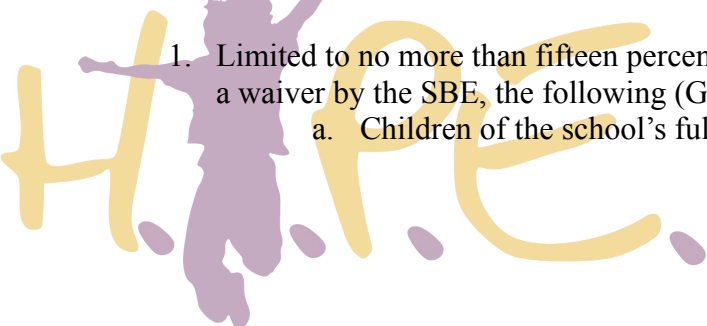
In accordance with the law in the state of North Carolina, H.Y.P.E. Leadership Academy may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired (G.S. 115C-390.5 through 390.11) (Chapter 115, Article 27).

Upon final State Board of Education approval, the school will have an open enrollment period starting on or approximately mid-January of each year with a duration of **30 consecutive days**. After the first year, in the weeks prior to the open enrollment period, the school will conduct an “Intent to Return” period where current students will have the opportunity to claim their continuation for the upcoming school year. If the number of applicants exceeds the number of spots available, there will be an open and public lottery on a subsequent date, decided by the school. There will be written notice of the open lottery stating its purpose and it shall be posted, published, and advertised pursuant to NCGS 143-318.12.

Enrollment Preference:

After returning students are placed in their next grade, preference would be afforded to the following ordered categories of applicants:

1. Limited to no more than fifteen percent (15%) of the school’s total enrollment, unless granted a waiver by the SBE, the following (G.S. 115C-218.45(f)(3):
 - a. Children of the school’s full-time employees





- b. Children of the charter school's board of directors
2. Siblings of currently enrolled students who were admitted to the school in a previous year OR siblings of students who have completed the highest-grade level offered by the school and who were enrolled in at least four grade levels offered by the charter school or, if less than four grades are offered, in the maximum number of grades offered by the charter school.
 - a. Siblings are defined as any of the following that reside in the same household: half siblings, stepsiblings, and children residing in a family foster home (G.S. 115C-218.45(f)(1)).
3. A student that was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level.
4. A student who was enrolled in another charter school in the State in the previous school year that does not offer the student's next grade level and both charter schools have an enrollment articulation agreement to accept students or are governed by the same board of directors.
5. A student who was enrolled in another charter school in the state in the previous school year

Random Selection Drawing (RSD or Lottery):

1. The lottery will be held in a public forum and will be easily understood and followed by all observers.
2. The lottery will be held the week after the closing of the open enrollment period, at 5:00pm at the school.
3. To minimize the risk of bias, the school will utilize an independent 3rd party software to conduct the lottery.
 - a. The school will utilize PowerSchool Enrollment for their lottery process.
 - i. Students register through PowerSchool Enrollment.
 - ii. The day of the lottery, students are assigned a code for their drawing
 - iii. The system will process all records randomly and place them in their grade level
 - iv. The system will continue processing until all applications from the lottery have filled out the seats and initial wait list.
4. If there are more Enrollment Preferences than spaces available, an enrollment preference lottery will be held prior to the general lottery. This process will mirror the general lottery.
5. All remaining students whose applications were filed by the application deadline, known as open enrollment, and are not a part of enrollment preference, will be entered into the lottery.
6. A drawing of names will then be held until all spaces are filled.
7. Lottery procedures for sibling:
 - a. If siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the siblings applying at the same time. If that surname of the siblings is selected, then all the siblings shall be admitted to the extent that space is available and does not exceed the grade level capacity.



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- b. If multiple birth siblings apply for admission to H.Y.P.E. Leadership Academy and a lottery is needed under subsection (h) of G.S 115C-218.45, H.Y.P.E. will enter one surname into the lottery to represent all the multiple birth siblings applying at the same time. If that surname of the multiple birth siblings is selected, then all the multiple birth siblings shall be admitted.
8. Once all seats for a grade are filled, any names drawn from that grade will be entered onto a wait list in the order that they are drawn.
9. Parents will be notified of student acceptance or status on the wait list by email and phone call. Parents will have 72 hours to decide on acceptance and arrange pick up of the student's enrollment packet.
10. When an opening becomes available at a grade level, students will be admitted from the wait list.

Instructions for Completing Articles of Incorporation
Nonprofit Corporation
(Form N-01)

- Item 1** Enter the complete and accurate corporate name for the nonprofit corporation. The name may include a corporate ending.
- Item 2** Charitable or religious corporation" means any corporation that is exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or any successor section, or that it is organized exclusively for one or more of the purposes specified in section 501(c)(3) of the Internal Revenue Code of 1986 or any successor section and that upon dissolution shall distribute its assets to a charitable or religious corporation, the United States, a state or an entity that is exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or any successor section. Place a checkmark in item 2 if the proposed nonprofit corporation intends to seek exemption under Section 501(c)(3) of the Internal Revenue Code.
- Item 3** Enter the name of the initial registered agent. The registered agent must be either an individual who resides in North Carolina; a domestic business corporation, nonprofit corporation, or limited liability company whose business office is identical with the registered office; or a foreign corporation, nonprofit corporation or limited liability company authorized to transact business in North Carolina whose business office is identical with the registered office.
- Item 4** Enter the complete street address of the registered agent's office located in North Carolina and the county in which it is located. Enter the complete mailing address of the registered office only if mail is not delivered to the street address stated in Item 5 or if you prefer to receive mail at a P. O. Box or Drawer.
- Item 5** Enter the name and business address of each incorporator.
- Item 6** Indicate by checking either (a) or (b) if the nonprofit entity will or will not have members.
- Item 7** **Attach the provisions for the nonprofit regarding the distribution of assets upon dissolution. Form N-14 has sample provisions for your use as a guide.**
- Item 8** Other provisions may address the purpose of the corporation, the limitation of liability, etc. per statutes in Chapter 55 of the North Carolina General Statutes.
- Item 9** Enter the principal office telephone number and the complete street address of the principal office and the county in which it is located. If mail is not delivered to the street address of the principal office or if you prefer to receive mail at a P.O. Box or Drawer, enter the complete mailing address of the principal office.
- Item 10** **(Optional):** This field is being provided in order to assist business entities in identifying its company officials and complying with Federal banking regulations.
- Item 11** **(Optional):** The Department offers a free voluntary notification system for which you may choose to participate. If you would like to receive this free service, please provide a business e-mail address in the space provided. Your participation will not result in your e-mail address being viewable on our website. Participation will help us to prevent identity theft in the event an unauthorized person submits a fraudulent document for filing in the name of the business entity.
- Item 12** The document will be effective on the date and at the time of filing, unless a delayed date or an effective time (on the day of filing) is specified. If a delayed effective date is specified without a time, the document will be effective at 11:59:59 p.m. on the day specified. If a delayed effective date is specified with a time, the document will be effective on the day and time so specified. A delayed effective date may be specified up to and including the 90th day after the day of filing.

Date and Execution

Enter the date the document was executed.

In the blanks provided enter:

- The name of the entity executing the Articles of Incorporation; if an individual, leave blank.
- The signature of the incorporator or representative of the incorporating entity.
- The name of the incorporator or name and title of the above signed representative

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

Principal Office Telephone Number: (910) 849-0888

Number and Street: 126 Hay Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Number and Street or PO Box: 200 Mason Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Name	Address	Title

11. (Optional): Please provide a business e-mail address: jsalisbury@capitolcoreacademy.org

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 13 day of February, 2023.

H.Y.P.E. Leadership Academy, Inc.

Incorporator Business Entity Name


Signature of Incorporator

Gerard Falls

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.

**ADDENDUM TO ARTICLES OF INCORPORATION
OF
HYPE LEADERSHIP ACADEMY, INC.**

Item 7

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.

Item 8

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.



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H.Y.P.E. Leadership Academy Board of Directors

Mission Statement

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.

H.Y.P.E. Vision

H.Y.P.E. Leadership Academy will build a culture of leadership, marked by relational ownership, and rooted in contextual literacy, creating the next generation of entrepreneurs.

In essence, H.Y.P.E. Leadership Academy seeks to create the leaders of success not just for the students it serves, but the entire community.

Agenda

**Board Meeting – April 25th, 2023
5:30 PM**

**Location – The Capitol Encore Academy
200 Mason St
Fayetteville, NC 28301**



Call to Order

By:

At:

Roll Call

A. Lampkins
R. McCrowre
R. Poole
B. Gaddy
M. Burns
B. Price

Conflict of Interest

Inquiry of any potential COI

Pledge of Allegiance

Approval of Agenda

The Board will either approve the agenda as presented or amend the agenda with the approval of the Board.

Consent Items

Approval of the Minutes from the March 21st, 2023
Initial Board Meeting

Administration Report

Application Update
Board Presentation on Governance
Board Presentation on Financial Audit
CMO Information

Discussion Items

CMO Contract
Financial Audit
Third Party Financial Management
Addition of Dr. Whitney as a non-voting member

Action Items

Motion to Approve Dr. Whitney as a Non-voting member
Motion to Approve Initial CMO Contract
Motion to Approve Auditor for School



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Agenda

**Board Meeting – April 25th, 2023
5:30 PM**

**Location – The Capitol Encore Academy
200 Mason St
Fayetteville, NC 28301**



Call to Order **By: A. Lampkins** **At: 5:36pm**

Roll Call

A. Lampkins	-	Present
R. McCrowre	-	Present – 5:50pm
R. Poole	-	Present
B. Gaddy	-	Present
M. Burns	-	Present
B. Price	-	Present

Conflict of Interest Inquiry of any potential COI - NONE

Pledge of Allegiance

Approval of Agenda Motion to approve the agenda as presented by R. Poole, supported by M. Burns.
Y-3 N-0
Motion Carries

Consent Items Motion to approve the minutes from the March 21, 2023 regular meeting by A. Lampkins, supported by M. Burns.
Y-6 N-0
Motion Carries

Administration Report NC Educational Solutions presented the final steps of the application process and what was remaining to be able to submit the final application. They also presented the CMO contract for board review in March and took any remaining questions that the board had regarding the services provided, clauses, as well as the process regarding land and building purchase and buildout. They explained the Facility buyout agreement with what the long-term plan would be for H.Y.P.E. to purchase the building once they're financially stable. They also



discussed the 5-year loan for FF&E with the board to explain how that will help the long-term viability of the school while not handcuffing opportunities. There was a presentation on the board policies, bylaws and procedures done for the board, so they fully understand the scope of working on the H.Y.P.E. Board. Finally, there was a conversation about the financial audit, what is required by the school, and how Sharpe Patel fits into this equation.

Discussion Items

The board discussed the CMO questions they had, which had to do with confirmation on separation and ownership of the school. They also discussed bringing Dr. Kendra Whitney onto the board as a non-voting member due to her knowledge in the field of curriculum development and current employment at a local charter school, understanding who NCES is. They discussed having the CMO manage the financials through whichever means they feel fit the school's long-term viability and goals. Finally, they discussed Sharpe Patel as their auditor and believe he's the correct choice.

Action Items

Motion to approve the initial CMO contract with NC Educational Solutions as well as the financial management of the school by R. Poole, supported by R. McCrowre.

Y-6 N-0
Motion Carries

Motion to approve the financial auditor by A. Lampkins, supported by M. Burns.

Y-6 N-0
Motion Carries

H.Y.P.E. LEADERSHIP ACADEMY, INC.

STATEMENT OF INCORPORATOR

March 21st, 2023

I, the undersigned, being the sole incorporator of H.Y.P.E. Leadership Academy, Inc., a North Carolina nonprofit corporation (the "**Corporation**"), acting by written consent without a meeting pursuant to Section 55A-2-05 of the North Carolina Nonprofit Corporation Act, do hereby consent to the adoption of the following resolutions:

RESOLVED, that the Articles of Incorporation of the Corporation have been filed with the North Carolina Secretary of State in accordance with Section 55A-1-20 of the North Carolina Nonprofit Corporation Act;

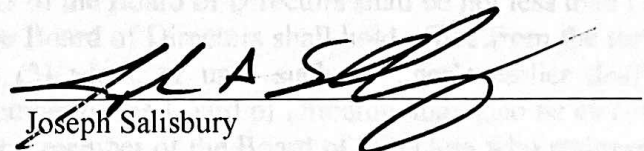
RESOLVED, that the bylaws for the regulation of the Corporation, in the form attached hereto as Exhibit A (the "**Bylaws**"), be, and they hereby are, approved and adopted as the Bylaws of the Corporation;

RESOLVED, that the following individuals are hereby elected to the board of directors of the Corporation (the "**Board of Directors**"), to hold such office as a member of the Board of Directors until the first annual meeting of the shareholders, or until such member's successor shall have been duly elected and qualified, or until such member's earlier death, resignation, or removal:¹

Robert "Jason" Poole
Brandon Price
Dr. Rodney McCrowre
Alberta Lampkins
Bradford Gaddy
Michael Burns

RESOLVED, that the powers and duties of the undersigned sole incorporator be, and they hereby are, terminated.

IN WITNESS WHEREOF, I have duly executed this Statement of Incorporator as of the date first written above.


Joseph Salisbury

¹ The North Carolina Nonprofit Corporation Act only requires one director.
27521536

**BYLAWS
OF
H.Y.P.E. LEADERSHIP ACADEMY, INC.**

February 20, 2023

**ARTICLE I
NAME, PURPOSE, AND POWERS**

1. Name. The name of the North Carolina nonprofit corporation is H.Y.P.E. Leadership Academy, Inc. (the “**Corporation**”).
2. Purpose. The affairs and activities of the Corporation shall be carried out at all times for the purposes and in accordance with the terms set forth in its Articles of Incorporation, these Bylaws, and the North Carolina Nonprofit Corporation Act. The affairs and activities of the Corporation shall be carried out at all times in conformity with all applicable provisions of the Internal Revenue Code of 1986, as amended, (the “**Code**”) applicable to nonprofit organizations qualified for tax-exempt status organized for “educational purposes” as described in section 501(c)(3) of the Code. The Corporation is organized and will be operated exclusively for educational purposes.
3. No Power to Issue Stock. The Corporation shall have no power to issue any form of stock in the Corporation, including, but not limited to, capital stock.

**ARTICLE II
PRINCIPAL OFFICE AND RESIDENT AGENT**

1. Principal Office. The principal office of the Corporation shall be as set forth in the Corporation’s Articles of Incorporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law.
2. Resident Agent. The resident agent of the Corporation shall be as set forth in the Corporation’s Articles of Incorporation, or such other agent as may be designated from time to time by the Board of Directors in the manner provided by law.

**ARTICLE III
BOARD OF DIRECTORS**

1. Number, Election, and Term. The affairs of the Corporation shall be managed by a Board of Directors. The number of members of the Board of Directors shall be not less than (1) and not more than three (3). A member of the Board of Directors shall hold office from the time of his or her election for a term of three (3) years, or until such member’s earlier death, resignation, removal, or incapacitation. A member of the Board of Directors may also be elected to complete the unexpired term of service for a member of the Board of Directors who resigned, died, was removed, or became incapacitated. Terms shall be deemed to begin on the date when a person is elected, or when he or she accepts office or attends his or her first meeting of the Board of Directors. Each member of the Board of Directors shall serve until such individual’s term expires, and thereafter until such member’s successor is duly elected as set forth in this Article, or upon his or her earlier death, resignation, removal, or incapacity.

2. Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by the President or Board of Directors. Notice of such regular meetings shall be delivered by regular mail or other written means, including but not limited to electronic communication media, such as email or telephone, at least five (5) calendar days in advance of the meeting, except as otherwise expressly required herein or by law, and except that whenever the time or place of regular meetings shall be initially fixed and then changed, notice of such action shall be given promptly by telephone or otherwise to each member of the Board of Directors not participating in such action. Any business may be transacted at any regular meeting.

3. Waiver of Notice. A member of the Board of Directors may waive any notice requirement by signing a written waiver of the notice and delivering it to the Secretary of the Corporation for filing with the minutes or the corporate records. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of the meeting except when a member of the Board of Directors attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

4. Annual Meeting. One regular meeting of the Board of Directors shall be designated the Annual Meeting. Among matters that shall be addressed at the Annual Meeting are the election of officers of the Corporation for the next year and the election of director(s) to fill seats for any expiring terms or vacant seats. The Board of Directors may also transact any other business at the Annual Meeting.

5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Board, the President, or by at least one-fourth of the members of the Board of Directors, to be held at such place and day and hour as shall be specified in the meeting notice. Notice of every special meeting of the Board of Directors shall be provided by the Secretary to each member of the Board of Directors at least twenty-four (24) hours before the meeting. Any business may be transacted at any special meeting regardless of whether the notice calling such meeting contains a reference thereto, except as otherwise required by law.

6. Quorum. At all meetings of the Board of Directors, the presence of a majority of the members of the Board of Directors then in office shall constitute a quorum for the transaction of business. If a quorum is not present at any duly convened meeting, a majority of the members of the Board of Directors present may adjourn the meeting to a future date, time, and place as they may determine, provided that notice of the date, time, and place to which such meeting is adjourned is provided to all of the members of the Board of Directors by in person delivery or by electronic communication media, such as email or telephone.

7. Means of Communication. One or more members of the Board of Directors may participate in any regular or special meetings of the Board of Directors by means of telephone conference or similar communications medium allowing all persons participating in the meeting to hear the others. Except as otherwise provided herein, participation in any such meeting shall be deemed attendance in person for all purposes under these Bylaws.

8. Action by Written Consent. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors so consent in writing to the adoption of a resolution authorizing the action. The resolution and the

written consents thereto by the members of the Board of Directors shall be filed with the Secretary of the Corporation along with the minutes of the proceedings of the Board.

9. Resignation. Any member of the Board of Directors may resign by submitting his or her resignation to the Secretary, or the President, in the event of a vacancy of the Secretary. Such resignation shall become effective upon its receipt by the Secretary, or as otherwise specified therein.

10. Vacancy. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, incapacity, or any other cause shall be filled by election. The election of a member of the Board of Directors to fill a vacancy may take place at any meeting of the Board of Directors at which a quorum is present. Each person so elected shall serve as a member of the Board of Directors until the expiration of the remaining term of the vacating member of the Board of Directors.

11. Removal. Any member of the Board of Directors may be removed from office at any time for any or no reason by the affirmative vote of two-thirds (2/3) of all members of the Board of Directors then in office.

12. Committees. The Board of Directors, by a resolution adopted by a majority of the members of the Board of Directors then in office, may designate one or more committees of the Board of Directors consisting of one or more of the members of the Board of Directors. The Board of Directors may designate one or more members of the Board of Directors as alternate members of any committee of the Board of Directors, who may replace any absent or disqualified member at any meeting of that committee of the Board of Directors. The conduct of any meeting of a committee of the Board of Directors shall be held in accordance with the provisions of this Article III applicable meetings of the Board of Directors.

ARTICLE IV OFFICERS

1. Officers. The officers of the Corporation shall be as follows: the President, the Secretary, and the Treasurer. All officers are to be elected by a majority of the Board of Directors at any meeting. Any two or more offices may be held by the same person; provided, however, that an individual holding more than one office may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer. All officers shall hold office subject to the pleasure of the Board of Directors, or until his or her death, resignation, removal, or incapacitation. Unless indicated for a specific office, officers need not be members of the Board of Directors of the Corporation.

2. Additional Officers. The Board of Directors may from time to time appoint or employ such additional officers, assistant officers, agents, employees, and independent contractors as the Board of Directors deems advisable. For agents and employees, the Board of Directors may prescribe duties, conditions of employment, and terms of compensation, or assign these responsibilities to the President. The President may employ from time to time such other agents, employees, and independent contractors as the President may deem advisable for the prompt and orderly transaction of the business of the Corporation, and the President may

prescribe their duties and the conditions of their employment, fix their compensation, and dismiss them at any time, without prejudice to their contract rights, if any.

3. President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general supervision of and general management and executive powers over all the property, operations, business, affairs, and employees of the Corporation, and shall see that the policies and programs adopted or approved by the Board of Directors are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

4. Secretary. It shall be the duty of the Secretary (a) to keep an original or duplicate record of the proceedings of the Board of Directors, and a copy of the Articles and of the Bylaws; (b) to give such notices as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; and (d) to exercise all powers and duties incident to the office of Secretary, and have such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or as assigned by the President. The Secretary by virtue of the office shall also be an Assistant Treasurer.

5. Treasurer. It shall be the duty of the Treasurer to have or provide for the custody of the funds or other property of the Corporation; exercise or delegate authority to open maintain such bank account(s) or fund depositories as may be approved by time to time by the Board of Directors; delegate authority to collect or receive or provide for the collection and receipt of monies granted to or earned by or in any manner due to or received by the Corporation and require periodic reports; delegate authority to prepare financial reports as required by law or by investors, grantors or other parties supporting or regulating the Corporation; and perform such further duties from time to time as may be prescribed in these Bylaws or by the Board of Directors or as requested by the President.

6. Resignation. Any officer may resign by submitting his or her resignation to the Board of Directors. Such resignation shall become effective upon its receipt by the Board of Directors, or as otherwise specified therein.

7. Vacancy. Any vacancy in any office or position because of death, resignation, removal, disqualification, disability, or other cause shall be filled in the manner provided in this Article IV for regular election or appointment to such office.

8. Removal. Any officer may be removed from office at any time for any or no reason by the affirmative vote of a majority of the members of the Board of Directors then in office.

ARTICLE V OTHER CORPORATE MATTERS

1. Execution of Documents. All notes, bonds, drafts, acceptances, checks, endorsements (other than for deposit), guarantees and all evidences of indebtedness of the Corporation whatsoever, and all deeds, mortgages, contracts and other instruments requiring execution by the Corporation, may be signed by the President or the Treasurer, and authority to sign any of the foregoing, which may be general or confined to specific instances, may be

conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the Corporation may delegate, from time to time, by instrument in writing, all, or any part of such authority to any other person or persons if authorized to do so by the Board of Directors, which authority may be general or confined to specific instances. Facsimile signatures on checks may be used if authorized by the Board of Directors.

2. Fiscal Year. The Corporation shall determine its fiscal year from time to time by resolution of the Board of Directors.

3. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and shall keep at the principal office of the Corporation a record of the names and addresses of the members of the Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors at any reasonable time.

ARTICLE VI DISTRIBUTION OF ASSETS ON DISSOLUTION

Upon the dissolution of the Corporation, any and all assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of Cumberland County, or such other county in which the Corporation's principal office may be located upon the dissolution of the Corporation, exclusively for such purposes or to such organization or organizations, as said court shall determine.

ARTICLE VII CONFLICTS OF INTEREST

The Board of Directors and the officers of the Corporation shall take appropriate steps to ensure that none of the members of the Board of Directors or officers of the Corporation take any action that is inconsistent with the Corporation's Conflict of Interest Policy, a copy of which is attached hereto as Exhibit A.

ARTICLE VIII AMENDMENTS

These Bylaws may be amended, altered, or repealed, and new bylaws may be adopted, by the Board of Directors at any regular or special meeting, upon the affirmative vote of not less than two-third (2/3) of the members of the Board of Directors then in office. Except as specifically set forth herein, no provision of these Bylaws shall vest any property or contract right in any person.



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DISCLOSURE OF CONFLICT OF INTEREST

Pursuant to the Conflict-of-Interest Policy (the "Policy") of H.Y.P.E. Leadership Academy (the "Academy"), as an officer or director, you are required to complete this disclosure form and return it to the Chair of the Board of Directors or the President of the Academy.

1. I have read the Policy and understand its purpose, intent, and operating rules.

2. Check one of the following boxes:

I hereby disclose that I have had and do not currently have any conflicts of interest as defined in the Policy.

I hereby disclose the following conflict of interest or possible conflict of interest that I have had and I currently do not have any other conflicts of interest as defined in the Policy by the Academy (attach additional sheets if necessary):

3. Please answer the following questions by circling "Yes" or "No".

- A. Are you aware of the identity of all the other members of the Board of Directors and officers of the Academy? **Yes / No**
- B. Do you have any family or business relationship with any of the members of the Board of Directors or Officers of the Academy? **Yes / No**
- C. Do you have a family or business relationship with the current Educational Management Organization, The Romine Group, Inc.? **Yes / No**
- D. Do you, or is it anticipated that you will, receive any compensation from any organization related to the Academy? **Yes / No**



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- E. Have you, since the last request to provide a written disclosure by the Academy, voted or acted in any capacity as a director or officer of the Academy in which you had a conflict of interest? **Yes / No**
- F. Are you aware and will adhere to the NC Open Meetings Laws as laid out in Article 33 of the NC General Statutes? **Yes / No**

I hereby state the above statements on this disclosure are true, accurate and complete.

Signed Name: _____ Printed Name: _____

EXHIBIT A

H.Y.P.E. LEADERSHIP ACADEMY, INC.

CONFLICTS OF INTEREST POLICY

ARTICLE I PURPOSE

The purpose of this Conflicts of Interest Policy is to protect the interests of the H.Y.P.E. Leadership Academy, Inc. ("**Corporation**") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

ARTICLE IX DEFINITIONS

1. "**Interested Person.**" Any director or officer who has a direct or indirect financial interest, as defined below, is an interested person.

2. "**Financial Interest.**" A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

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

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

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

3. "**Compensation**" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the board of directors decides that a conflict of interest exists.

ARTICLE X PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

(a) If the board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

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

**ARTICLE XI
RECORDS OF PROCEEDINGS**

The minutes of the board of directors shall contain:

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

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the

proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE XII COMPENSATION

A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that director's compensation.

ARTICLE XIII ACKNOWLEDGEMENT OF POLICY

Each director, officer and member shall sign a statement affirming that such person:

1. received a copy of this conflicts of interest policy;
2. has read and understands the policy;
3. agrees to comply with the policy; and
4. understands that the Corporation is charitable and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE XIV PERIODIC REVIEWS

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

1. Whether compensation arrangements and benefits, if they exist, are reasonable, based on competent survey information, and the result of arm's length bargaining, in accordance with applicable IRS regulations.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE XV USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

PROCUREMENT PLAN

H.Y.P.E. Leadership Academy hereinafter referred to as the Academy (LEA) plan for procuring goods and services for use in the School Program is described in detail herein. The plan includes all Federal assistance programs administered by the LEA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Funds

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School funds.
1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School funds if a conflict of interest, real or apparent, would be involved.
 2. Conflicts of interest arise when a member of the LEA or LEA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
 - a. Any employee, officer or agent of the contractor;
 - b. Any member of the immediate family of the contractor;
 - c. The contractor's partner; and/or
 - d. An organization, which employs or is about to employ one of the above.
 3. Employees, officers or agents of the LEA and LEA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (*Note: the LEA may establish local policy indicating School personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant and the event is open to all attendees or participants.)
 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
 - a. Reprimand by Board of Education; or
 - b. Dismissal by Board of Education; or
 - c. Any legal action necessary.
- B. **H.Y.P.E. Leadership Academy** Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf the non-profit Academy (LEA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of \$90,000.00 or the LEA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of \$90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than \$3,500.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request. The LEA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the LEA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements, which the contractor must fulfill, and any other factors that will be considered when evaluating quotes, bids, or proposals.

Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the LEA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of \$90,000.00, whichever is less.

The LEA's Simplified Acquisition Threshold is \$10,000; this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

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

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more products and services above the LEA's Simplified Acquisition Threshold of \$10,000 using School funds, it will be the responsibility of School Director to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so. The School Director will perform a cost analysis for every procurement action in excess of the LEA's simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

- a. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agency's (LEA) simplified acquisition (or small purchase) threshold of \$10,000. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.
 1. An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the **Fayetteville Observer** to publicize the intent of the Academy to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for **7 days**.

- b. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications
- c. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested.
 - 1. Vendors will be selected to receive the solicitation using the following methods:
 - 1. _____
 - 2. _____
 - 3. _____

Any party that assists the LEA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

C. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, the **School Director** will provide an interpretation. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.

D. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:

- 1. Intent of the procurement activity
- 2. Contract period
- 3. LEA is responsible for all contracts awarded (statement)
- 4. Date, time and location of pre-bid or pre-proposal meeting (if any)
- 5. Date, time and location of bid opening and bid/proposal submission procedures with LEA contact information
- 6. How the vendor is to be informed of bid/proposal acceptance or rejection
- 7. Type of contract (i.e. fixed price with firm price for delivery, etc.)
- 8. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
- 9. Statement indicating any and all bids or proposals may be rejected at the discretion of the LEA
- 10. Benefits to which the LEA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
- 11. Statement regarding any contract extension or "rollover" options based upon the mutual agreement of both parties
- 12. Statement concerning any intent for piggybacking should a reasonable need emerge
- 13. Statement regarding the return of rebates, discounts and other purchase incentives to the LEA's non-profit School account

14. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
15. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over \$10,000.00
16. Non-collusion statement
17. Assurance of ethical practices statement
18. Bid/proposal protest procedures
19. Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
20. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the LEA in detail, including how the contractor will be notified using the purchase instrument
21. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
22. Statement of assurance of protection under Civil Rights laws
23. Provision requiring access by duly authorized representatives of the LEA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
24. Method of payment (invoices, statements, etc.)
25. Method of shipment or delivery upon contract award
26. Delivery schedule and delivery requirements
27. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
28. Bid/proposal Certification form
29. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
30. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
31. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
32. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
33. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738

34. Signed Certificate of Lobbying for all contracts over \$100,000.00
35. Signed Statement of non-collusion
36. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
37. Provision requiring "Buy American" as outlined in Policy Memorandum SP 38 - 2017; specific instructions for prior approval of any and all of non-domestic products
38. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
39. Provision indicating the LEA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the LEA is not doing business with an entity that does business with Iran.

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

F. The School Director will be responsible to ensure all LEA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.

1. The following criteria will be used to award contracts (based on bids or proposals):

- a. Price
- b. Prior contract performance (quality, service, etc.)
- c. Warranty Information

G. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.

H. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the LEA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the LEA and/or LEA or appropriate governing body.

I. The School Director is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.

- J. The School Director will annually review the LEA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Procurement Plan as often as required to reflect current Federal, State and local procurement policies.
- K. The School Director will be responsible for documentation that the actual product(s) or service(s) specified are received.
1. Any time a previously agreed-upon item is not available, the Superintendent will review, select and approve the acceptable alternate. The contractor must inform School Director no later than 14-day prior that a product is not available and that a substitute item may be considered. The School Director shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School program that was not approved, in writing, in advance by the School Director. In the event a non-domestic agricultural product is to be provided to the LEA, the contractor must obtain, in advance, the written approval of the product from the School Administrator. The School Director will oversee compliance with the *Buy American Provision*.
 2. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is School Director.
 3. The School Director will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.
 4. When appropriate and approved by School Director, the LEA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of \$10,000, or the Federal micro-purchasing threshold

of \$3,500, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.

2. When using a RFQ, the following procedures will apply:
 - a. Clearly written specifications will be prepared and provided to each potential vendor; the LEA's approved terms and conditions will also be provided to each potential vendor.
 - b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.
 - c. The School Director will be responsible for communicating with potential vendors when price quotes are required.
 - d. Price quotes will receive appropriate confidentiality before awarding a contract.
 - e. The School Director will award quotes. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, price, and warranty.
 - f. The School Director will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 - g. The School Director will be responsible for documentation that the actual product(s) or service(s) specified is received.
 - h. Any time an accepted item is not available, the Superintendent will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 - i. Bids will be awarded on the following criteria:
 1. Price
 2. Prior contract performance (quality, service, etc)
 3. Warranty
 - j. The School Director is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.
 - k. Quotes from an adequate number of qualified sources will be obtained.

Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.

I. When appropriate and approved by School Director, the LEA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

3. When using MPP, the following will apply:

- a. The School Director will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) \$3,500, a micro-purchasing procedure may be utilized. In so doing, the School Director will be responsible to ensure that, under no condition, will purchases be sub-divided into amounts of \$3,500 or less in order to circumvent the formal and informal purchasing requirements.
- b. Purchase orders may be solicited without quotes if the School Director determines such practice is consistent with micro-purchasing regulations and consistent with the LEA's written Procurement Plan.
- c. The School Director may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to \$10,000 in a single transaction, without obtaining competitive quotes as long as the School Director determines the price to be reasonable.
- d. The School Director shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The School Director will document all micro-purchases on a *Micro-purchase Tracking Form*.
- e. For purposes of micro-purchasing, a transaction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit."
- f. The School Director agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:
 1. Rationale for using micro-purchasing;
 2. Estimated cost of the item/service to be procured (indicating a one-time purchase of \$3,500 or less);

3. Name and address of the vendor;
 4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
 5. All micro-purchases were approved by the School Director prior to the initiation of a single micro-purchase.
- g. The School Director will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
 - h. The School Director will be responsible for documentation that the actual product or service as specified or required was purchased and received.

Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the LEA.
2. The School Director will be responsible to prepare and issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.
3. The School Director determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.
4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.
5. School Director will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into

the purchase of a good or service and will also be responsible for maintaining such documentation on file.

6. The School Director will be responsible for documentation that the actual product or service specified was received.

Emergency or “Pressing Need” Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or LEA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the School Director. The following emergency procedures shall be followed:

- i. The School Director shall approve all emergency procurements. At a minimum, the following emergency procurement procedures shall be documented:

1. Reason for the emergency
2. Good or service required
3. Cost (all costs to be included, shipping, installation, warranty, etc.)
4. Vendor name and address
5. Approval of the LEA official, if required.

- ii. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the solicitation of another LEA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:

1. The LEA that originated the solicitation must have included a “piggyback” provision” in the original solicitation;
2. Documentation that a “pressing need” exists that requires piggybacking on another LEA’s bid will be obtained;
3. Approval from the LEA’s governing board will be obtained and documented;
4. Approval from the LEA that originated the IFB will be obtained and documented;
5. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
6. A public notice of the district’s *“Intent to Waive Competitive Bidding”* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
- A. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
7. Notification to the vendor of final approval will be issued; and
8. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The LEA shall be a voluntary participant in the North Carolina School Procurement Alliance (NCPA). In doing so, the LEA shall agree to the terms and conditions established and subsequently modified by the NCPA's elected Board of Directors. The original signed agreement between the LEA and the NCPA shall remain on file in the office of the School Administrator. (Note: If the LEA does not participate in the NCPA, this paragraph may be deleted.)

If the LEA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the LEA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

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Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:
 1. Price
 2. Prior contract performance (quality, service, etc)
 3. Warranty

2. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)

3. School Director as products change will update specifications.

4. If a product or service is not received as specified, the following procedure will be implemented:
 - a. _____
 - b. _____

- c. _____
5. If the LEA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:
- a. _____
- b. _____
- c. _____
6. School Director will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:
- a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Account. All rebate checks must be made payable to the LEA's School account.
- b. Document the deposit of all rebates into the non-profit School account.
7. The LEA will designate an individual to monitor each contract to ensure the Contractor and the LEA adhere to all terms and conditions of the contract.
8. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The LEA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The LEA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the LEA shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement;
- A copy of the original solicitation;
- The selection of contract type;
- The bidding and negotiation history and working papers;
- The basis for contractor selection; and/or rejection
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- The basis for award where cost or price is not the primary factor for the decision;

- The terms and conditions of the contract;
- Any and all contract amendments or modifications;
- Billing and payment records;
- Any history of any contractor claims; and
- Any history of any contractor breaches.

The LEA will complete the most current *School Procurement Checklist* for all purchases using School funds. The checklist should remain on file with the district's procurement documents as an indicator the LEA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

- A. All contractors must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
- B. The LEA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.
- C. The LEA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on H.Y.P.E. Leadership Academy property or at H.Y.P.E. Leadership Academy events. The Contractor shall provide documentation that criminal background checks were

conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. H.Y.P.E. Leadership Academy reserves the right to prohibit any individual employee of the vendor from providing services H.Y.P.E. Leadership Academy property or at H.Y.P.E. Leadership Academy events if H.Y.P.E. Leadership Academy determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

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

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

The Final Divestment List includes the names of vendors who appear to be engaged in "investment activities in Iran" based on Federal sanctions and other publicly available credible information. Vendors that appear on this list are ineligible to contract with the State of North Carolina or any subdivision of the State, including the School Program. Prior to entering into a contract with a vendor, the LEA will check the Iran Final Divestment List to determine the potential vendor does not appear on the list. If however, the vendor does appear on the list, the LEA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4. The LEA will document that any vendor with whom they enter into a contract does not appear on this list. To document this requirement, the LEA will print a copy of the most current Iran Final Divestment List as it appears on the State Treasurer's website, print the one-page document and attach it to the solicitation document/contract prior to executing the contract.

- F. Should H.Y.P.E. Leadership Academy BOD determine it is in the best interest of the LEA to outsource the preparation of meals to a qualified catering company, the LEA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI)

RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.

- G. Should H.Y.P.E. Leadership Academy BOD determine it is in the best interest of the LEA to seek a for-profit Management Company to operate its non profit School Program, H.Y.P.E. Leadership Academy shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOD further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

Part VII: Contract Oversight

- A. The School Director shall designate an individual by name and title that will oversee each contract using School funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
- C. The LEA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the LEA of any contractual responsibilities under its contracts.
- D. It is understood by the LEA and LEA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will substitute their judgment for that of the LEA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A
Procurement Checklist

Goods/Services to be procured:

Procurement date:

Person overseeing procurement process:

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Funds.

Procurement Plan:

- _____ Written procurement plan
- _____ Authorized purchaser(s) specified
- _____ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
- _____ Advertising procedures
- _____ Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
- _____ Vendor notification of award/non-award of contract
- _____ Code of ethics/conflict of interest policy
- _____ Instructions for documentation and record-keeping
- _____ Assignment for Contract oversight
- _____ Assurance of compliance with all Federal procurement policies
- _____ Assurance of compliance with all State procurement policies
- _____ Other local requirements

Procurement Procedures:

- _____ Letter of invitation
- _____ Intent of procurement activity
- _____ Contract time-period
- _____ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
- _____ Pre-bid/proposal meeting date/time/location (if applicable)
- _____ Bid opening date/time/location; Proposal opening procedures
- _____ Contact information
- _____ Civil Rights Statement
- _____ Other local requirements

Terms and Conditions:

- _____ Certification regarding disclosure of lobbying (\$100,000+)

- _____ Debarment/suspension certification form (\$25,000+)
- _____ Non-collusion statement
- _____ Assurance of ethical practices

Procurement Checklist (continued)

- _____ Escalation/de-escalation clause
- _____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- _____ Contract Extension or “roll-over” clause if warranted
- _____ Buy American statement and instructions
- _____ Bid/proposal protest procedures
- _____ Remedy for non-performance/termination of contract
- _____ HUB statement to involve minority business where possible
- _____ “Equal Employment Opportunity” compliance statement (\$10,000+)
- _____ Energy Policy and Conservation Act statement
- _____ Clean Air/Water Act statement (\$100,000+)
- _____ Civil Rights Act statement
- _____ Compliance with the Jessica Lunsford Act
- _____ Return of Discounts, Credits and Rebates to LEA statement
- _____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- _____ Method of shipment/delivery requirements
- _____ Method of payment, invoices, statements, etc.
- _____ Purchase instrument to be used and how vendor will receive purchase orders
- _____ Bid certification form
- _____ Other State or local requirements
- _____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- _____ Product specifications (approved brand and/or equivalent)
- _____ Quantity
- _____ Quality
- _____ Packaging
- _____ Pricing (unit and extended)
- _____ Procedure for documenting/pre-approving any substitutions and/or deviations
- _____ Other local requirements

Documentation and Records:

- _____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- _____ Comparison charts to document procurement decisions and contract awards
- _____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- _____ Copies of contract award/non-award letters
- _____ Copies of advertisements for solicitation of good/services

- _____ Determination/document of correct procurement method used
- _____ Evaluation of escalation/de-escalation clause
- _____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

_____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document

_____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the LEA by the contractor

_____ Evaluation of whether procurement methods/activities are consistent with the LEA's approved written procurement plan

_____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained

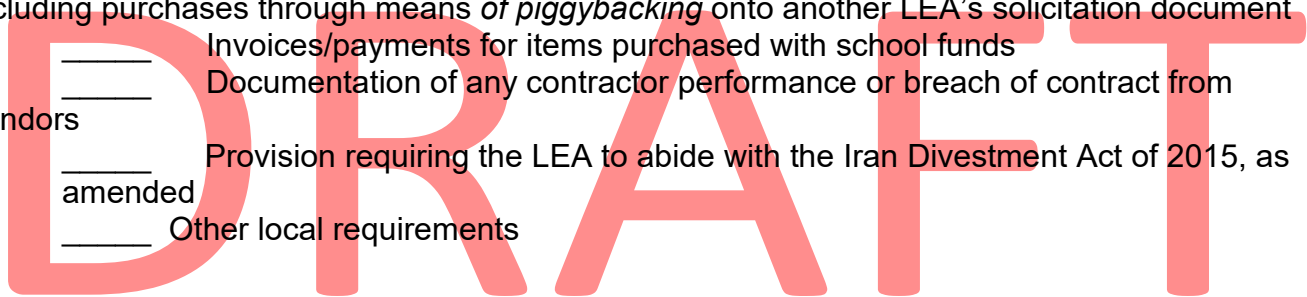
_____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means of *piggybacking* onto another LEA's solicitation document

_____ Invoices/payments for items purchased with school funds

_____ Documentation of any contractor performance or breach of contract from vendors

_____ Provision requiring the LEA to abide with the Iran Divestment Act of 2015, as amended

_____ Other local requirements



Ethnicity/Race	# of Students	Percentage (%)
American Indian or Alaska Native	5	2%
Asian		0%
Black or African American	105	34%
Hispanic	55	18%
Native HI or Pacific Islander	20	6%
Two or More Races	40	13%
White	85	27%
EDS Subgroups		
Economically Disadvantaged Students	155	50%
Students with Disabilities	30	10%
English Language Learners	6	2%
Students Experiencing Homelessness	2	1%

Academic School Year	Grade Levels	Total Projected Student Enrollment
Year 1	K0, 01, 02, 03, 04, 05	310
Year 2	K0, 01, 02, 03, 04, 05, 06	385
Year 3	K0, 01, 02, 03, 04, 05, 06, 07	460
Year 4	K0, 01, 02, 03, 04, 05, 06, 07, 08	535
Year 5	K0, 01, 02, 03, 04, 05, 06, 07, 08, 09	610



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H.Y.P.E. Leadership Academy Financial Procedures

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- 2) Grant Awards
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- 4) Payroll
- 5) Financial Reporting
- 6) Cash Management
- 7) Equipment Management



1) Preparing School Budget and Monitoring

- The Superintendent with the assistance of the Principal, Director of Business, and Director of Compliance collects and assembles the necessary information to produce budgets that assist the Board Members in the fiscal management of the school.
- The district's operations and educational plan is reflected in the following budgets, which are prepared and approved by the Board Members.
- The budget is designed to carry out the school's operations in a thorough and efficient manner, properly maintain facilities and honor the continuing obligations of the Board of Members.
- The budgets will include the proposed revenue and expenditures in each financial category. The budget after review and analysis by the Board Members will be approved with an Appropriations Resolution that will be implemented and adhered to.
- The Superintendent is authorized to proceed with making financial commitments, purchases and other expenditures within the limits provided in the budgets. Monthly financial reports that provide the status of the budget and overall financial conditions are reviewed and reported to the Board Members.
- At any time during the fiscal year that it appears that actual revenues are less than estimated or expenditures are greater than estimated, the Superintendent shall present to the Board Members recommended amendments to be approved.

2) Grant Awards

CONTROL OBJECTIVES

To provide reasonable assurance that grant funds are expended only for allowable activities and that the costs of goods and services charged to the grant are allowable and in accordance with the applicable cost principles.

CONTROL ACTIVITIES

- Accountability provided for charges and costs between Federal and non-Federal activities.
- Process in place for timely updating of procedures for changes in activities allowed and cost principles.
- The Director of Compliance distributes copies of the grant award and all supporting documentation.
 - a. Computations checked for accuracy.



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- b. The allowable costs are recorded in the appropriate general ledger accounts
- Supporting documentation compared to the list of allowable and unallowable expenditures.



3) Program Income

To provide reasonable assurance that program income is correctly earned, recorded, and used in accordance with the program requirements. Program income is income received that is directly generated by the federally funded project during the grant period. All funds including grant funds are requested by H.Y.P.E. Leadership Academy's contracted accounting firm.

4) Payroll

Compensation for services rendered during the period of performance including but not necessarily limited to wages, salaries, and fringe benefits.

- The payroll for the school is calculated bi-monthly
 - If the 15th/30th fall on a weekend or a holiday, payroll will be processed on the Friday before
- The Director of Business Services oversees employee paid days off and is responsible for calculating and submitting payroll to the contracted accounting firm.
- The contracted accounting firm processes the payroll, after approval from the Director of Business. The Director of Business then prints the hard checks that are then signed by either the Board President or Board Treasurer and distributed to the appropriate staff.

5) Financial Reporting

Each month, several reports are generated by the contracted accounting firm for review. The Board Members are provided with a report that details the financial position of the school along with a proposed budget amendment, when needed.

The Director of Business or the Director of Compliance, with the help of the Superintendent, submit all required State and Federal financial reports through the appropriate avenues.

6) Cash Management

- Checks
 - All checks are prepared by the contracted accounting firm and sent to the Director of Business. The Director of Business then prints the hard checks that are then signed by either the Board President or Board Treasurer and given to the school secretary to mail out.
- Petty Cash



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o The Director of Business oversees the petty cash stored in a locked safe inside his/her office. The petty cash amount is not to exceed \$150.00 and is only used for small purchases/mail service. All receipts are accounted for and request for funds is submitted to the accounting firm to replenish the petty cash when the on-hand amount falls below \$10.00.

7) Equipment Management

Equipment Inventory

An accurate inventory of all textbooks, computers, and other equipment in the school will be maintained by the Administration. Teachers will submit a year-end inventory of the classroom to the School Director to be reviewed and approved. Equipment purchased with Federal funds is labeled as such and included on the inventory. Computers are stored in a secure location by the Technology Coordinator at year-end.

Revenue	FY2026	FY2027	FY2028	FY2029
State Revenue				
Summer Reading 016		\$0		
Charter Schools 036	\$2,108,166	\$2,620,143	\$3,132,120	\$3,649,638
Charter Schools 036 - EC Funding	\$162,326	\$201,650	\$240,973	\$280,443
State Revenue Total	\$2,270,492	\$2,821,792	\$3,373,093	\$3,930,082
Local Revenue				
County Funding	\$309,433	\$379,939	\$450,444	\$508,481
Dod 7703				
Contributions/Donations				
Sales Tax Refund	\$12,000	\$12,000	\$12,000	\$12,000
Sports Revenue				
Uniform Revenue				
Local Revenue Total	\$321,433	\$391,939	\$462,444	\$520,481
Federal Revenue				
IASA Title I Basic (PRC 050)				
IASA Title I Targeted (PRC 151)				
IDEA VI-B Handicapped (PRC 060)	\$0	\$46,945	\$69,660	\$81,018
Federal Revenue Total	\$0	\$46,945	\$69,660	\$81,018
Child Nutrition Revenue				
USDA 035	\$79,431	\$96,385	\$115,162	\$133,938
Full Pay - Meals	\$10,000	\$12,000	\$14,000	\$16,000
Additional Nutrition Grant				
Child Nutrition Revenue Total	\$89,431	\$108,385	\$129,162	\$149,938
Total Revenue	\$2,681,356	\$3,369,061	\$4,034,359	\$4,681,519
Expenses				
General Curriculum Elementary				
Teachers Salaries	\$736,000	\$945,000	\$1,170,000	\$1,362,000
Life/Disability	\$11,040	\$14,175	\$17,550	\$20,430
Health	\$200,000	\$260,000	\$337,500	\$406,000
401K	\$29,440	\$37,800	\$46,800	\$54,480
FICA	\$56,304	\$72,293	\$89,505	\$104,193
Workmans Comp	\$3,680	\$4,725	\$5,850	\$6,810
Unemployment Comp	\$5,888	\$7,560	\$9,360	\$10,896
Stipends	\$2,000	\$2,600	\$3,000	\$3,600
Specials Supplies	\$3,000	\$4,000	\$5,000	\$5,000
Teaching Supplies	\$10,000	\$13,500	\$15,000	\$18,000

Classroom Furniture	\$0	\$0	\$30,000	\$30,000
Textbooks/Educational Materials/Online Subscriptic	\$90,000	\$70,000	\$70,000	\$60,000
Teacher incentives/bonuses/gifts	\$8,000	\$10,000	\$12,000	\$14,000
Purchased Substitute Teachers	\$15,750	\$20,250	\$22,500	\$27,000
Student Uniforms	\$500	\$1,000	\$1,500	\$2,000
Student Awards and Incentives	\$1,000	\$1,500	\$2,000	\$2,500
Student Activities/Performances/Assemblies	\$1,000	\$1,500	\$2,000	\$2,500
Student Field Trips	\$500	\$1,000	\$1,500	\$2,000
Membership/Dues and Fees	\$15,550	\$10,000	\$10,000	\$10,000
Total General Curriculum Elementary	\$1,189,652	\$1,476,903	\$1,851,065	\$2,141,409

Exceptional Children

EC Salaries	\$90,000	\$94,000	\$96,000	\$147,000
EC Life/Disbability	\$1,350	\$1,410	\$1,440	\$2,205
EC Health	\$25,000	\$26,000	\$27,000	\$42,000
EC 401K	\$3,600	\$3,760	\$3,840	\$5,880
EC FICA	\$6,885	\$7,191	\$7,344	\$11,246
EC Workers Comp	\$450	\$470	\$480	\$735
EC Unemployment	\$720	\$752	\$768	\$1,176
Contracted EC Speech Pathologist	\$10,000	\$12,500	\$15,000	\$17,500
Contracted EC Occupational Therapist	\$2,500	\$3,000	\$3,500	\$4,000
Contracted EC School Psychologist	\$2,000	\$2,000	\$2,000	\$2,000
EC Professional Development	\$1,000	\$1,000	\$1,000	\$1,000
EC Teaching Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Total Exceptional Children	\$144,505	\$153,083	\$159,372	\$235,742

Compensatory Education

Intervention Teachers	\$45,000	\$94,000	\$96,000	\$147,000
Intervention Life/Disability	\$675	\$1,410	\$1,440	\$2,205
Intervention Health	\$12,500	\$26,000	\$27,000	\$42,000
Intervention 401K	\$1,800	\$3,760	\$3,840	\$5,880
Intervention FICA	\$3,443	\$7,191	\$7,344	\$11,246
Intervention Worker Comp	\$225	\$470	\$480	\$735
Intervention Unemployment	\$360	\$752	\$760	\$1,152
Intervention Teaching Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Professional Development (Title II)	\$1,000	\$2,500	\$3,000	\$3,000
Total Compensatory Education	\$66,003	\$137,083	\$140,864	\$214,218

Summer School

Summer School Administration	\$0	\$0	\$0	\$0
Summer School Teachers	\$0	\$0	\$0	\$0
Life/Dis	\$0	\$0	\$0	\$0

401K	\$0	\$0	\$0	\$0
FICA	\$0	\$0	\$0	\$0
Snacks	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Summer Total	\$0	\$0	\$0	\$0

General Curriculum Guidance Services

Guidance Salaries	\$40,000	\$42,000	\$43,500	\$44,500
Guidance Life/Disability	\$600	\$630	\$653	\$668
Guidance Health	\$12,500	\$13,000	\$13,500	\$14,000
Guidance 401K	\$1,600	\$1,680	\$1,740	\$1,780
Guidance FICA	\$3,060	\$3,213	\$3,328	\$3,404
Guidance Unemployment	\$200	\$210	\$218	\$223
Guidance Workers Comp	\$400	\$400	\$400	\$400
Guidance Supplies	\$1,000	\$1,000	\$1,000	\$1,000
Total Guidance Services	\$59,360	\$62,133	\$64,338	\$65,974

General Curriculum Student Support Services

Parent Communication Plan	\$1,000	\$1,000	\$1,000	\$1,000
Student Testing Systems/Materials	\$15,000	\$15,000	\$15,000	\$15,000
Total Student Support Services	\$16,000	\$16,000	\$16,000	\$16,000

General Board of Directors

School Legal Counsel	\$1,000	\$1,000	\$1,000	\$1,000
School Annual Audit	\$9,000	\$9,000	\$9,000	\$12,000
School Advertising/Marketing	\$5,000	\$10,000	\$15,000	\$15,000
School Board and Staff Background Checks	\$1,000	\$1,000	\$1,000	\$1,000
Total General Administrative Support Services	\$16,000	\$21,000	\$26,000	\$29,000

Executive Administration

Purchased ESP Management Fees/Business Services	\$257,993	\$320,173	\$382,354	\$443,856
Total Executive Administration	\$257,993	\$320,173	\$382,354	\$443,856

General School Administration

Administrative Salaries	\$100,000	\$155,000	\$222,000	\$231,000
Life/Disability	\$1,500	\$2,325	\$3,330	\$3,465
Health	\$25,000	\$39,000	\$54,000	\$56,000
401K	\$4,000	\$6,200	\$8,880	\$9,240
FICA	\$7,650	\$11,858	\$16,983	\$17,672
Workers Comp	\$500	\$775	\$1,110	\$1,155
Unemployment	\$800	\$840	\$880	\$688
Admin Professional Development	\$2,500	\$2,500	\$2,500	\$2,500
Mail Services/ Postage	\$1,500	\$1,500	\$1,500	\$1,500
School Copier Lease/printing/binding	\$5,000	\$5,000	\$5,000	\$5,000

Office Supplies	\$5,000	\$6,000	\$7,000	\$8,000
Paper Supplies	\$5,000	\$6,000	\$7,000	\$8,000
Office Equipment	\$2,000	\$2,000	\$2,000	\$2,000
Membership Dues/Fees	\$1,000	\$1,500	\$2,000	\$2,500
Travel	\$1,000	\$1,000	\$1,000	\$1,000
Total School Administration	\$162,450	\$241,498	\$335,183	\$349,720

Other Business Services

General Insurance	\$40,000	\$40,000	\$40,000	\$40,000
Rent	\$265,936	\$330,009	\$394,082	\$457,393
Bank Fees	\$1,000	\$1,000	\$1,000	\$1,000
Sales Tax	\$12,000	\$12,000	\$12,000	\$12,000
Total Other Bus Services	\$318,936	\$383,009	\$447,082	\$510,393

Facility Operations & Maintenance

Telephone	\$5,000	\$5,500	\$6,000	\$6,500
Water/Sewer	\$4,000	\$4,500	\$5,000	\$5,500
Waste Trash	\$4,000	\$4,500	\$5,000	\$5,500
Building Repairs & Maintenance	\$15,000	\$20,000	\$25,000	\$30,000
Security & Alarm	\$7,500	\$5,000	\$5,000	\$5,000
Cleaning & Extermination	\$54,000	\$64,000	\$64,000	\$64,000
Web Site Maintenance	\$600	\$600	\$600	\$600
Tech Maint/Network	\$20,000	\$23,500	\$28,000	\$32,250
Gas	\$3,000	\$3,500	\$4,000	\$4,500
Electric	\$30,000	\$35,000	\$40,000	\$45,000
Janitorial Supplies	\$15,000	\$17,000	\$19,000	\$20,000
Tech/Instructional Equipment	\$0	\$30,000	\$45,000	\$60,000
Total Facility Operations & Maintenance	\$158,100	\$213,100	\$246,600	\$278,850

Transportation

General Curriculum Transportation	\$20,000	\$25,000	\$30,000	\$35,000
Total Transportation	\$20,000	\$25,000	\$30,000	\$35,000

Food Service

Food Service Salaries	\$32,000	\$34,000	\$36,000	\$55,000
FICA	\$1,530	\$1,913	\$2,295	\$2,678
Workers Comp	\$100	\$125	\$150	\$175
Unemployment Comp	\$800	\$840	\$880	\$688
Supplies/Materials/Equipment	\$5,000	\$1,000	\$1,000	\$1,000
Food expense	\$60,000	\$75,000	\$95,000	\$110,000
Total Food Service	\$99,430	\$112,878	\$135,325	\$169,541

Debt Service

Repayment of Loan	\$0	\$0	\$126,220	\$126,220
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Total Debt Service	\$0	\$0	\$126,220	\$126,220
Total Expenses	\$2,508,428	\$3,161,859	\$3,960,403	\$4,615,922
Net Operating Income	\$172,928	\$207,202	\$73,957	\$65,597

FY2030 NOTES

\$4,156,074

\$319,620

\$4,475,694

\$591,455

\$12,000

\$603,455

\$92,375

\$92,375

\$152,715

\$18,000

\$170,715

\$5,342,240

\$1,538,000

\$23,070

\$464,000

\$61,520

\$117,657

\$7,690

\$12,304

\$4,000

\$5,000

\$20,500

\$30,000
\$60,000 <- Includes Leader in Me and TLAC
\$16,000
\$30,000
\$2,500
\$3,000
\$3,000
\$2,500
\$10,000
\$2,410,741

\$150,000
\$2,250
\$43,500
\$6,000
\$11,475
\$750
\$1,200
\$20,000
\$4,500
\$2,000
\$1,000
\$1,000
\$243,675

\$150,000
\$2,250
\$43,500
\$6,000
\$11,475
\$750
\$1,152
\$1,000
\$3,000
\$219,127

\$0
\$0
\$0

\$0
\$0
\$0
\$0
\$0

\$45,000
\$675
\$14,500
\$1,800
\$3,443
\$225
\$400
\$1,000
\$67,043

\$1,000
\$15,000
\$16,000

\$1,000
\$12,000
\$15,000
\$1,000
\$29,000

\$506,715
\$506,715

\$268,000
\$4,020
\$72,500
\$10,720
\$20,502
\$1,340
\$1,200
\$2,500
\$1,500
\$5,000

\$9,000
\$9,000
\$2,000
\$3,000
\$1,000
\$411,282

\$40,000
\$522,228
\$1,000
\$12,000
\$575,228

\$7,000
\$6,000
\$6,000
\$35,000
\$5,000
\$64,000
\$600
\$36,750
\$5,000
\$50,000
\$20,000
\$60,000 <- TRG LOAN - Year 1?
\$295,350

\$35,000
\$40,000

\$58,000
\$3,060
\$200
\$1,200
\$1,000
\$120,000
\$183,460

\$126,220 <- 5 Year Loan of \$500,000 at 8%

\$126,220

\$5,123,841

\$218,399

Funding Source

ADMIN	Name	Position	FY26	FY27	FY28
	Director	Director	\$74,000	\$78,000	\$82,000
	Assistant Principa	Assistant Principal	\$0	\$50,000	\$52,000
	Education Coach	Education Coach	\$0	\$0	\$60,000
	Office Manager	Office Manager	\$26,000	\$27,000	\$28,000
	Secretary	Secretary	\$0	\$0	\$0
TOTAL ADMIN			\$ 100,000.00	\$ 155,000.00	\$ 222,000.00

Curriculum Teachers	Name	Position	FY26	FY27	FY28
	KG Teacher	KG Teacher	\$44,000	\$46,000	\$47,000
	KG Teacher	KG Teacher	\$44,000	\$46,000	\$47,000
	1st Teacher	1st Teacher	\$44,000	\$46,000	\$47,000
	1st Teacher	1st Teacher	\$44,000	\$46,000	\$47,000
	2nd Teacher	2nd Teacher	\$44,000	\$46,000	\$47,000
	2nd Teacher	2nd Teacher	\$44,000	\$46,000	\$47,000
	3rd Teacher	3rd Teacher	\$44,000	\$46,000	\$47,000
	3rd Teacher	3rd Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	4th Teacher	4th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	5th Teacher	5th Teacher	\$44,000	\$46,000	\$47,000
	6th Teacher	6th Teacher	0	\$46,000	\$47,000
	6th Teacher	6th Teacher	\$0	\$46,000	\$47,000
	6th Teacher	6th Teacher	\$0	\$46,000	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	7th Teacher	7th Teacher	\$0	\$0	\$47,000
	8th Teacher	8th Teacher	\$0	\$0	\$0
	8th Teacher	8th Teacher	\$0	\$0	\$0
	8th Teacher	8th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	9th Teacher	9th Teacher	\$0	\$0	\$0
	PE Teacher	PE Teacher	\$40,000	\$41,000	\$42,000
	Art Teacher	Art Teacher	\$20,000	\$41,000	\$42,000
	Steam Teacher	Steam Teacher	\$40,000	\$41,000	\$42,000
	Stem Teacher	Stem Teacher	\$0	\$0	\$20,000
	Foreign Lang	Special Teacher	\$20,000	\$20,000	\$42,000
	Music Teacher	Music Teacher	\$0	\$20,000	\$42,000
TOTAL CURRICULUM			\$736,000	\$945,000	\$1,170,000

Exceptional Children Name	Position	FY26	FY27	FY28
Lower EC	EC Teacher	\$45,000	\$47,000	\$48,000
Upper EC	EC Teacher	\$45,000	\$47,000	\$48,000
Mid/High EC	EC Teacher			
TOTAL EC		\$90,000	\$94,000	\$96,000

Comp Ed	Name	Position	FY26	FY27	FY28
	MTSS Teacher	MTSS Teacher	\$45,000	\$47,000	\$48,000
	MTSS Teacher	MTSS Teacher		\$47,000	\$48,000
	MTSS Teacher	MTSS Teacher			
TOTAL Comp Ed			\$45,000	\$94,000	\$96,000

Guidance	Name	Position	FY26	FY27	FY28
	Counselor	Guidance Counselor	\$40,000	\$42,000	\$43,500
TOTAL Guidance			\$40,000	\$42,000	\$43,500

Food Service	Name	Position	FY26	FY27	FY28
	Kitchen Manager	Kitchen Manager	\$17,000	\$18,000	\$19,000
	Kitchen Aide	Kitchen Aide	\$15,000	\$16,000	\$17,000
	Kitchen Aide	Kitchen Aide			
TOTAL Food Service			\$32,000	\$34,000	\$36,000

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$86,000	\$90,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$54,000	\$56,000		\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$62,000	\$64,000			\$ 13,500	\$ 14,000	\$ 14,500
\$29,000	\$30,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$0	\$28,000				\$ -	\$ 14,500
\$ 231,000.00	\$ 268,000.00	\$ 25,000.00	\$ 39,000.00	\$ 54,000.00	\$ 56,000.00	\$ 72,500.00

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000		\$13,000	\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000			\$13,500	\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$48,000	\$49,000				\$14,000	\$14,500
\$0	\$49,000					\$14,500
\$0	\$49,000					\$14,500
\$0	\$49,000					\$14,500
\$43,000	\$44,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000		\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$43,000	\$44,000				\$14,000	\$14,500
\$43,000	\$44,000			\$13,500	\$14,000	\$14,500
\$43,000	\$44,000			\$13,500	\$14,000	\$14,500
\$1,362,000	\$1,538,000	\$ 200,000	\$ 260,000	\$ 337,500	\$ 406,000	\$ 464,000

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000				\$14,000	\$14,500
\$147,000	\$150,000	\$25,000	\$26,000	\$27,000	\$42,000	\$43,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$49,000	\$50,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000		\$13,000	\$13,500	\$14,000	\$14,500
\$49,000	\$50,000				\$14,000	\$14,500
\$147,000	\$150,000	\$12,500	\$26,000	\$27,000	\$42,000	\$43,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$44,500	\$45,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500
\$44,500	\$45,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500

FY29	FY30	Health FY26	Health FY27	Health FY28	Health FY29	Health FY30
\$20,000	\$21,000	\$0	\$0	\$0	\$0	\$0
\$18,000	\$19,000	\$0	\$0	\$0	\$0	\$0
\$17,000	\$18,000	\$0	\$0	\$0	\$0	\$0
\$55,000	\$58,000	\$0	\$0	\$0	\$0	\$0

<u>Board Member Name</u>	<u>Board Title</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>County of Residence</u>	<u>Current Occupation</u>	<u>Past or Present Professional Licenses Held</u>	<u>Any disciplinary action taken against any of these professional licenses?</u>
Robert "Jason" Poole	Treasurer	910-978-3600	jason@trpsumner.com	Cumberland County	CPA/Partner - TRP Sumner	CPA Licensure	None
Brandon Price	Member	910-263-0011	brandon@fayettevillenchabitat.org	Hoke County	Attorney - CEO of Habitat for Humanity	Law License	None
Dr. Rodney McCrowre	Vice President	910-978-3348	rlmccrowre01@uncfsu.edu;rmccrowre@	Cumberland County	Asst. Professor of Management - FSU	None	None
Bradford Gaddy	Secretary	706-505-6951	b.gaddy@yahoo.com	Cumberland County	Retired Military	None	None
Michael Burns	Member	931-472-4770	michael.burns1906@gmail.com	Cumberland County	Public Relations - US Military	None	None
Alberta Lampkins	President	609-997-4632	Fayettevilleraefordcares@gmail.com	Hoke County	Adjunct Professor - FSU	None	None
<u>NON-VOTING Member</u>	<u>Board Title</u>	<u>Phone Number</u>	<u>Email Address</u>	<u>County of Residence</u>	<u>Current Occupation</u>	<u>Past or Present Professional Licenses Held</u>	<u>Any disciplinary action taken against any of these professional licenses?</u>
Kendra Whitney	Member	910-916-1096	kwhitney@capitolcoreacademy.org	Robeson County	Student Success Coach/Educational Coach	High School Science Teacher Licensure, AP Certification, IBO Certification, AGT Certification	None

Area of Proposed Coverage

Comprehensive General Liability

Officers and Directors/Errors and Omissions

Property Insurance

Automobile Liability

Crime Coverage - Minimum/Maximum Amount

Worker's Compensation

Other Coverage

Total Cost

Proposed Amount of Coverage

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$250,000.00 | \$250,000.00

\$500,000.00



Cost (Quote)

3290

4200

6150

400

750

17925

8800

41515

Grade	First			Second			Third		
	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA
K0	25	15		25	15		25	15	
1	25	15		25	15		25	15	
2	25	15		25	15		25	15	
3	25	15		25	15		25	15	
4	55	20		55	20		55	20	
5	55	20		55	20		55	20	
6				55	20		55	20	
7							55	20	
8									
9									
10									
11									
12									
	210	100	0	265	120	0	320	140	0
TOTAL	310			385			460		
% of County Total	2.34%	0.20%	0.00%	2.95%	0.24%	0.00%	3.56%	0.28%	0.00%
% of Grade Level Total	5.07%	0.44%	0.00%	5.43%	0.46%	0.00%	5.75%	0.46%	0.00%

Fourth			Fifth			Sixth		
LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA	LEA 470	LEA 260	LEA
25	15		25	15		25	15	
25	15		25	15		25	15	
25	15		25	15		25	15	
25	15		25	15		25	15	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
55	20		55	20		55	20	
			55	20		55	20	
						55	20	
375	160	0	430	180	0	485	200	0
535			610			685		
4.17%	0.32%	0.00%	4.78%	0.36%	0.00%	5.40%	0.40%	0.00%
6.02%	0.47%	0.00%	6.14%	0.47%	0.00%	6.13%	0.52%	0.00%

Step 1: Identify Students for Tier II Interventions

- Students exhibiting behaviors that impede learning for student, or others, will receive intervention via classroom teacher and/or guidance counselor.
- Students for whom teacher has a concern, should begin receiving interventions within the classroom.

Step 2: Measure Progress

Use observations and data from Tier II data to make next decisions.

Student Makes Adequate Progress

Staff may continue Tier II interventions or exit the student from that tier.

Student Does Not Make Adequate Progress

Staff continues to provide Tier II interventions OR recommends student for Tier III interventions

Step 3: Student Receives Tier III Interventions

- Parent Meeting Held, RE-2 Forms Signed, Screenings Conducted
- Student receives more intensified interventions (1-on-1 to 1-on-3 pullouts)

Student Does Not Make Adequate Progress

-Based on all data from screenings and Tier III interventions, MTSS team may refer student to EC program

Step 4: Referral to EC Program

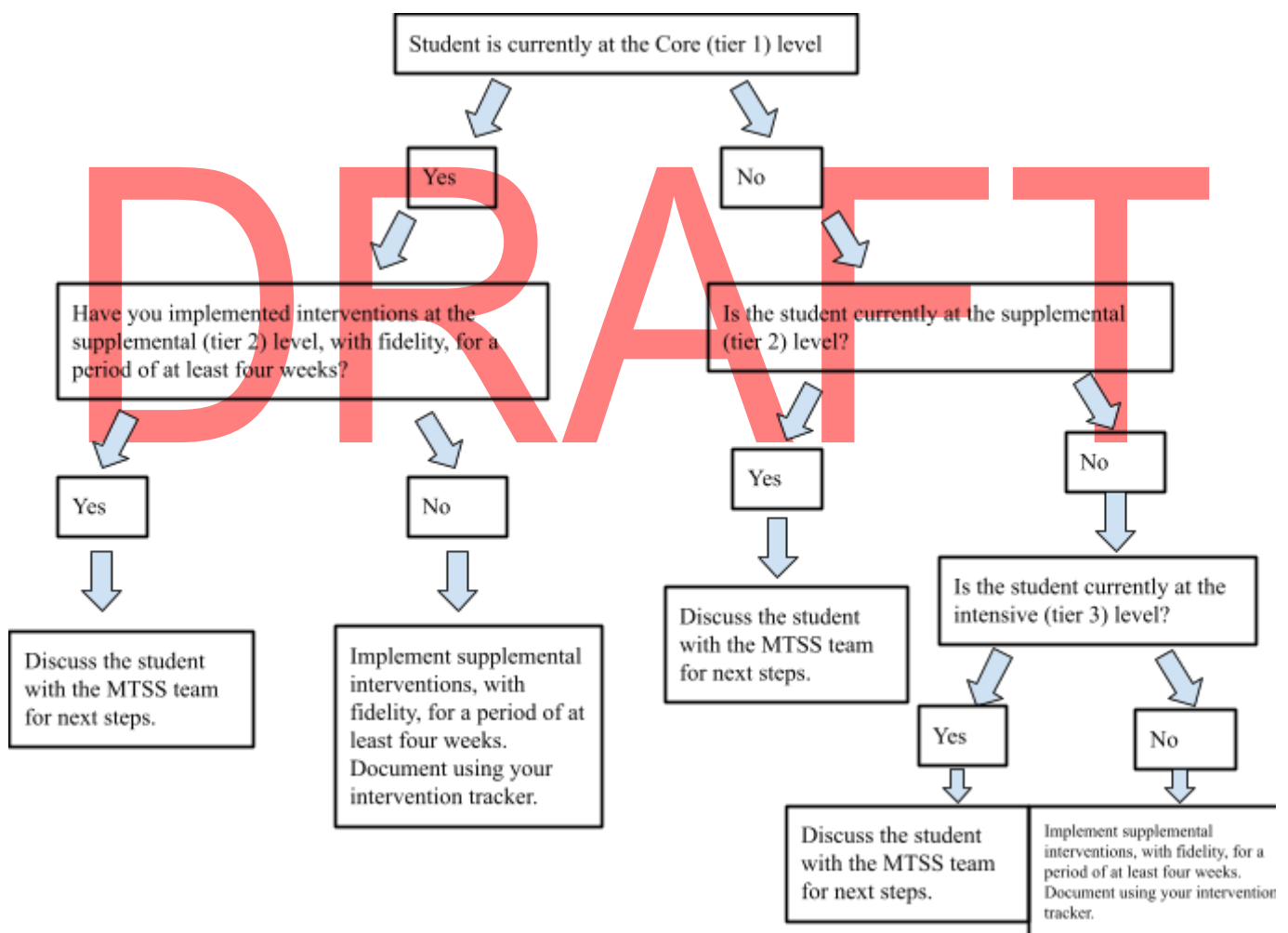
-MTSS team, along with EC Director, fills out EC referral form with all relevant data and submits portfolio (including signed RE-2 forms, screening data, observation notes)

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H.Y.P.E. LEADERSHIP ACADEMY MTSS FRAMEWORK (BEHAVIOR)

Each level of intervention (tier) **must** include the following considerations:

- *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*



HYPE Leadership Academy

School Calendar 2025-26



2025			
August	11	Monday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	12	Tuesday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	13	Wednesday	Continuous School Improvement/Workday, MANDATORY FOR NEW STAFF
	14-15	Thursday - Friday	Continuous School Improvement/Workday, Non-Student Day
	18-22	Monday - Friday	Administrative/Staff Workdays Open House – 21st – Thursday
	25	Monday	Continuous School Improvement/Workday, Non-Student Day
	26	Tuesday	FIRST STUDENT DAY
September	1	Monday	Labor Day, Non-Student/Non-Teacher Day
	26	Friday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
October	23	Thursday	End of Quarter 1
	24	Friday	Non-Student Day – Student Led Conferences
	27	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	28	Tuesday	First Day of Quarter 2
November	11	Tuesday	Veteran's Day Non-Student/Non-Teacher Day
	24	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	25	Tuesday	Continuous School Improvement/Workday, Non-Student Day
	26-28	Wednesday - Friday	Thanksgiving Break, Non-Student/Non-Teacher Day
December	20-31	Saturday - Tuesday	Winter Break, Non-Student/Non-Teacher Days
2026			
January	1-2	Wednesday - Friday	Winter Break Continued, Non-Student/Non-Teacher Days
	9	Friday	End of Quarter 2 / Semester 1
	11	Monday	Start of Quarter 3 / Semester 2
	19	Monday	Martin Luther King, Jr. Day, Non-Student/Non-Teacher Day

February	9	Monday	Continuous School Improvement/Workday, Non-Student Day
	16	Monday	President's Day Holiday, Non-Student/Non-Teacher Day
March	12	Thursday	End of Quarter 3
	13	Friday	Non-Student Day – Student Led Conferences
	16	Monday	Continuous School Improvement/Workday, Non-Student Day – MONTHLY MEETING
	17	Tuesday	Start of Quarter 4
April	3	Friday	Good Friday Non-Student/Non-Teacher Day
	6-10	Monday - Friday	Spring Break Non-Student/Non-Teacher Day
May	22	Friday	EOG Testing Grades - 3 rd through 8 th
	25	Monday	Memorial Day Holiday, Non-Student/Non-Teacher Day
	26-29	Tuesday - Friday	EOG Testing Grades - 3 rd through 8 th
June	3	Wednesday	Read to Achieve Teating - 3rd
	5	Friday	Last Student Day (56)
	8	Monday	Teacher Workday
	9	Tuesday	Teacher Workday

Notes:

Total instructional days included in this calendar: 170

Total Hours of Instruction: 1105 (1025 Required)

Total Professional Development days: 15

- Red: **MANDATORY** Staff Work Day/School Improvement
- Yellow: **OPTIONAL** Staff Work Day/School Improvement
- Blue: First/Last Day of School
- Green: Start/End of School Quarters
- Orange: Non-Teacher/Non-Student Day
- Purple: Non-Student Day – Student Led Conferences

SCHOOL NOTES

- School Day hours will be 7:50am to 3:00pm

Monthly Breakdown	
· August	4
· September	19
· October	21 End Q1 - 10/23
· November	15
· December	15
· January	17 End S1 - 1/09
· February	18
· March	19 End Q3 3/12
· April	16
· May	21
· June	5 End S2 - 6/5
TOTAL DAYS	170

PURCHASE OF BUSINESS AGREEMENT

THIS PURCHASE OF BUSINESS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

The Romine Group of 7877 Stead St, Utica, MI 48317, USA
(the "Seller")

OF THE FIRST PART

and

HYPE Leadership Academy of 0 Fayetteville Rd, Raeford, NC, 28376, USA
(the "Purchaser")

OF THE SECOND PART

BACKGROUND

- a. The Seller is a corporation which carries on the business of Educational Management at 7877 Stead St, Utica, MI 48317, USA.
- b. The Seller owns and desires to sell certain assets of its business (the "Assets") to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:

a. The "Assets" to be included in this Agreement include all assets of the Seller. There are no excluded assets. The Assets consist of the following:

i. Building and Land.

and do not include any Excluded Assets.

b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.

c. "Environmental Law" means all statutes, regulations, common laws, or any other directives having force of law pertaining to protection of the environment including but not limited to all laws affecting the production, manufacture, storage, transport, and disposal of Hazardous Materials.

d. "Hazardous Material" means any material or substance of any description that could reasonably be expected to cause harm or damage to the health of man or any other living organism; and

e. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

Sale

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.

Purchase Price

3. The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

Building and Land	\$13,000,000.00
Purchase Price	\$13,000,000.00

4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, to give the required or desired effect to the allocation of the Purchase Price.

Closing

5. The Closing of the purchase and sale of the Assets will take place on the 3rd day of July 2030 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
6. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, in the same condition as on the Execution Date, and free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached because of the Purchaser's actions.
7. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also co-operate with the Purchaser as needed to affect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

Payment

8. The Purchase Price for the Assets will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
9. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Assets from the Seller to the Purchaser.

Seller's Representations and Warranties

10. The Seller represents and warrants to the Purchaser that:
 - a. the Seller has full legal authority to enter and exercise its obligations under this Agreement.
 - b. the Seller is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted.

- c. the corporate Seller, The Romine Group has all necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller.
- d. the Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances, or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets.
- e. to the best knowledge of the officers of the Seller there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets.
- f. no third-party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future.
- g. the Seller does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Assets, except for any material contracts described in, and/or attached to this Agreement. The Seller represents and warrants that no material default or breach exists regarding any presently outstanding material contract.
- h. execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
- i. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
- j. the Seller is a resident of the United States for the purposes of the *Internal Revenue Code*.
- k. the Seller has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.
- l. the Seller is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit-sharing plan or similar plan.

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- m. the Seller will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Purchaser provides written consent.
- n. there are no claims threatened or pending against the Seller by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- o. the Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
- p. the Seller is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Seller with the appropriate authorities and agencies.
- q. the Seller has not produced, manufactured, stored, transported, or disposed of any Hazardous Materials of any kind and to the best knowledge of the Seller, no discharge, leakage, or release of Hazardous Materials, whether accidental or otherwise, has occurred for which the Purchaser could ultimately become liable. There are no ongoing, pending, threatened, or anticipated civil or criminal actions, enquiries, or investigations with regard to the breach of any applicable Environmental Laws.
- r. the Seller maintains insurance policies on the Assets and such policies are in full force and effect and of an adequate value as would be reasonable in its industry. The Seller has neither defaulted under these insurance policies, whether because of failure to pay premiums or due to any other cause, nor has the Seller failed to give notice or make a claim under these insurance policies in a timely manner.
- s. to the best knowledge of the officers of the Seller, the conduct of the Seller does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm, or corporation.

- t. the Seller owns or is licensed to use all necessary software and it can continue to use all computerized records, files, and programs after the Closing Date in the same manner as before the Closing Date.
- u. the Seller has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser; and
- v. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

11. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations, or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.
12. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each representation and warranty.
13. The Seller's representations and warranties will survive the Closing Date of this Agreement.
14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the third anniversary of the Closing Date.
15. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Purchaser in recovering the amount.

from the third party.

Purchaser's Representations and Warranties

16. The Purchaser represents and warrants to the Seller the following:
- a. the Purchaser has full legal authority to enter and exercise its obligations under this Agreement.
 - b. the corporate Purchaser has all necessary corporate power, authority, and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Purchaser.
 - c. the Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present, or future, which would adversely affect its ability to perform its obligations under this Agreement.
 - d. the Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
 - e. the Purchaser is a resident of the United States for the purposes of the *Internal Revenue Code*.
 - f. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
 - g. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false; and
 - h. No indebtedness of any kind incurred or created by HYPE Leadership Academy shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of HYPE Leadership Academy shall involve or be secure by the faith, credit, or taxing power of the State of North Carolina or its political subdivisions.
17. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
18. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.

19. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
20. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.
21. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

Conditions Precedent to be Performed by the Purchaser

22. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. all the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement; and
- c. Successfully sell Municipal Bonds.

Conditions Precedent to be Performed by the Seller

23. The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and

may be waived by the Purchaser entirely or in part:

- a. all the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
- b. the Seller will obtain and complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.
- c. no substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.
- d. the Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties.
- e. the Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser; and
- f. the Seller will provide the Purchaser with complete information concerning the operation of the Seller, to put the Purchaser in a position to carry on in the place of the Seller.

Conditions Precedent Not Satisfied

24. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

Disclosure

25. Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of the Seller and to all of the books, records, documents, and accounts of the Seller, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

Employees

26. The Purchaser will not be offering employment to any existing officer or employee of the Seller (the "Employees"). All individuals who are officers or employees of the Seller up to and including the Closing Date will remain the full responsibility of the Seller. Any individual hired by the Seller after the Closing Date will become the responsibility of the Purchaser.
27. The Seller will deliver to the Purchaser prior to the Closing Date, resignations of all Employees of the Seller, each such resignation will be effective on the Closing Date. The Seller will pay all Employee compensation incurred by it up to and including the Closing Date including all salaries, benefits, bonuses including share bonuses and share options and any other compensation owing to the Employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days, and other compensated time off accrued by all Employees up to and including the Closing Date.
28. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security, or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

Non-Assumption of Liabilities

29. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Seller prior to and including the Closing Date.
30. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents, and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Seller prior to and including the Closing Date.

Transfer of Third-Party Contracts

31. This Agreement is not to be construed as an assignment of any third-party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.

32. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
33. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Seller resulting from the failure of the Purchaser to acquire any third-party contracts.

Notices

34. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

Expenses/Costs

35. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

Severability

36. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

37. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

38. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.
39. The courts of the State of North Carolina will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

General Provisions

40. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
41. This Agreement may only be amended or modified by a written instrument executed by all the Parties.
42. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
43. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
44. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
45. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
46. All the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
47. Time is of the essence in this Agreement.
48. This Agreement may be executed in counterpart.
49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

The Romine Group

WITNESS: _____

Per: _____ (Seal)

HYPE Leadership Academy

WITNESS: _____

Per: _____ (Seal)

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<u>Year 1</u>				<u>Year 2</u>		
Meal Type	Rate	# Served	Total	Meal Type	Rate	# Served
Breakfast				Breakfast		
Free	2.67	7312	\$ 19,523.37	Free	2.67	8814
Reduced	2.37	1423	\$ 3,372.27	Reduced	2.37	1767
Paid	0.5	4269	\$ 2,134.35	Paid	0.5	5301
Lunch				Lunch		
Free	4.35	9750	\$ 42,410.33	Free	4.35	11752
Reduced	3.95	1897	\$ 7,493.94	Reduced	3.95	2356
Paid	0.79	5692	\$ 4,496.36	Paid	0.79	7069
TOTAL			\$ 79,430.63	TOTAL		

USDA Reimbursement Calculation

<u>Year 3</u>				<u>Ye</u>		
Total	Meal Type	Rate	# Served	Total	Meal Type	Rate
	Breakfast				Breakfast	
\$ 23,533.63	Free	2.67	10531	\$ 28,118.10	Free	2.67
\$ 4,188.15	Reduced	2.37	2111	\$ 5,004.02	Reduced	2.37
\$ 2,650.73	Paid	0.5	6334	\$ 3,167.10	Paid	0.5
	Lunch				Lunch	
\$ 51,121.74	Free	4.35	14042	\$ 61,080.53	Free	4.35
\$ 9,306.99	Reduced	3.95	2815	\$ 11,120.04	Reduced	3.95
\$ 5,584.19	Paid	0.79	8446	\$ 6,672.02	Paid	0.79
\$ 96,385.43	TOTAL			\$ 115,161.81	TOTAL	

Year 4		Year 5			
# Served	Total	Meal Type	Rate	# Served	Total
		Breakfast			
12248	\$ 32,702.58	Free	2.67	13965	\$ 37,287.05
2456	\$ 5,819.89	Reduced	2.37	2800	\$ 6,635.76
7367	\$ 3,683.48	Paid	0.5	8400	\$ 4,199.85
		Lunch			
16331	\$ 71,039.31	Free	4.35	18620	\$ 80,998.09
3274	\$ 12,933.09	Reduced	3.95	3733	\$ 14,746.14
9823	\$ 7,759.85	Paid	0.79	11200	\$ 8,847.68
	\$ 133,938.19	TOTAL			\$ 152,714.58

TOTAL STUDENT CALCULATION					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	115	142	170	198	226
Reduced (9%)	28	35	41	48	55
Paid (54%)	167	208	248	289	329

TOTAL STUDENTS EATING					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	57	71	85	99	113
Reduced (9%)	11	14	17	19	22
Paid (54%)	33	42	50	58	66

TOTAL Yearly Meals (170 School Days) - Lunch					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	9750	11752	14042	16331	18620
Reduced (9%)	1897	2356	2815	3274	3733
Paid (54%)	5692	7069	8446	9823	11200

TOTAL Yearly Meals (170 School Days) - Breakfast (75% of Lunch)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Students	310	385	460	535	610
Free (37%)	7312	8814	10531	12248	13965
Reduced (9%)	1423	1767	2111	2456	2800
Paid (54%)	4269	5301	6334	7367	8400

Position	Year 0	Year 1	Year 2	Year 3
Principal/School Leader	0	1	1	1
Assistant Principal	0	0	1	1
Dean(s)	0	0	0	0
Additional School Leadership	0	0	0	0
Core Classroom Teachers	0	14	17	20
Specialized Classroom Teachers (e.g. special education, ELL, foreign language, etc.)	0	6	7	9
Student Support Positions (e.g. social workers, psychologists, etc.)	0	1	1	1
Specialized School Staff	0	0	0	0
Teaching Aides or Assistants	0	0	0	0
School Operations Support Staff	0	2	3	3.5
Total	0	24	30	35.5

N/A - Won't need since NCES is involved

<u>Year 4</u>	<u>Year 5</u>
1	1
1	1
0	0
1	1
23	26
11	12
1	1
0	0
0	0
3.5	3.5
41.5	45.5

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: **H.Y.P.E. Leadership Academy**

2. Full name: Alberta Lampkins

Home Address: 115 Exeter Dr., Raeford, NC 28376

Business Name and Address: N/A

Telephone No.: 609-997-4632

E-mail address: albertalampkins@gmail.com

3. Brief educational and employment history.

Master's Degree in Sociology, Fayetteville State University

Work History: Adjunct Professor, Director of a Non-Profit Mentoring Organization, Social Worker, Claims Specialist, National Partnership Manager

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 am the Director of a youth mentoring organization and work with youth in Cumberland County. I heard about the Board of Directors' Interest Meeting through the Capitol Encore

Academy. I believe it is an exciting opportunity to serve on the board of the H.Y.P.E Leadership Academy – the mission and vision of this academy is in line with my passion for seeing young people succeed.

6. What is your understanding of the appropriate role of a public charter school board member?
A public charter school board member's role is to ensure the affairs and activities of the corporation are carried out in the public's best interest.
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 serve as a Director for a nonprofit youth mentoring organization and work closely with our board of directors.
8. Describe the specific knowledge and experience that you would bring to the board.
I bring a level of experience working with young people and helping to provide opportunities for them to succeed. I am well-connected in the community and can help to positively promote the mission and vision of H.Y.P. E Leadership Academy.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
The H.Y.P.E Leadership Academy's mission is to empower students and guide them toward becoming leaders in their community and upward success in their future.
2. What is your understanding of the school's proposed educational program?
As a public charter school, the proposed educational program will adhere to all policies and procedures governed by the NC State Board of Education.
3. What do you believe to be the characteristics of a successful school?
The characteristics of a successful school are one where students are supported, encouraged, and motivated to succeed and thrive in a positive learning environment, also, where there are programs, activities, and other opportunities for parents to be involved.
4. How will you know that the school is succeeding (or not) in its mission?
The H.Y.P.E Leadership Academy has put in place standards and methods to measure success, much of which will include academic achievement and performance and teacher and student evaluations.

Governance

1. Describe the role that the board will play in the school's operation.
The board will serve and manage the affairs of the H.Y.P.E Leadership Academy.

2. How will you know if the school is successful at the end of the first year of operation?
H.Y.P.E Leadership Academy has designed a well-thought-out plan to measure the success of the Academy. A keen look at those measurement will give a good insight to the first year's success.
3. How will you know at the end of five years of the schools is successful?
One way to measure success after five years is to evaluate the quality of the leadership, student enrollment and retention, student performance, ongoing screening of student success and development, and whether the school has met its target mission, vision, and goals.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
H.Y.P.E Leadership Academy has created a strategic plan that includes ongoing evaluation, partnered with strong leadership and a supportive board – I believe they have already laid out a solid plan for success.
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 would adhere firmly to the governing by-laws with strict guidelines for handling such a situation.

*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Alberta Lampkins, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Alberta Lampkins
Signature

04/27/2023
Date

Alberta Lampkins

115 Exeter Drive, Raeford, NC 28376 | 609-997-4632 | Albertalampkins@gmail.com

Education

MASTER OF ARTS: SOCIOLOGY | DECEMBER 2012 | FAYETTEVILLE STATE UNIVERSITY, FAYETTEVILLE, NC

BACHELOR OF ARTS: SOCIOLOGY | MAGNA CUM LAUDE | DECEMBER 2009 | FAYETTEVILLE STATE UNIVERSITY

Skills & Abilities

- Lecturing, leading class discussions, and conducting other teaching activities during scheduled classes.
- Highly effective in promoting a positive, productive environment.
- Superb working experience with youth, adults, and groups.
- Ability to develop a professional rapport with diverse groups.
- Strong analytical, writing, and research skills.
- Reputation for excellence and high-quality work ethic.
- Effective and persuasive with all community segments, corporate, educational, and social environments.
- Good eye for detail; well organized, skilled in setting priorities.
- Qualified educator.

Experience

ADJUNCT PROFESSOR OF SOCIOLOGY | FAYETTEVILLE STATE UNIVERSITY | AUGUST 2022 - PRESENT

- Inspiring lecturer.
- Teach SOCI 210 Principles of Sociology.
- Instructional duties consist of teaching one traditional class course per semester of 40 students.
- Construct a class curriculum covering topics on principles of sociology.
- Plan lectures, assignments, and in-field experiences to collaborate with the necessary course curricula.

DIRECTOR | FAYETTEVILLE-RAEFORD CARES MENTORING MOVEMENT | OCTOBER 2018 - PRESENT

- Lead and oversee all programming activities for children, adolescents, mentors, and mentees.
- Create, arrange, and implement mentor training events and outreach services.
- Develop community partnerships and collaborate with community organizations to establish goals and objectives for youth and families.
- Lead strategic planning sessions with volunteers and community partners.
- Provide tutoring and leadership education to youth.
- Developed a program curriculum, Sun-Kissed Success, Positive Choices for Youth.
- Successfully established community impact partnerships with local fraternities, sororities, and other community organizations.

Charter School Board Member Information Form

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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: **H.Y.P.E. Leadership Academy**

2. Full name: Rodney Lucane McCrowre

Home Address: 6020 Crown Ridge Court, Fayetteville, NC 28314

Business Name and Address: NA

Telephone No.: 910-978-3348

E-mail address: rlmccrowre01@uncfsu.edu

3. Brief educational and employment history.

Assistant Professor of Management and Assistant Department Chair at Fayetteville State University. I've been employed at the institution for 16 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?

I was recruited by Mr. Jamia Brantley. My experience in education, personnel management, strategic planning, and people with community links will be beneficial to this board.

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

I realize that my participation on the board is voluntary and that I serve on a charter school board. Furthermore, HYPE is a self-governing nonprofit organization that works under a contract with their state, known as a charter. In addition, as board members, we make sure the school satisfies all of the performance benchmarks established in its 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.

I serve on the Institute for Community Leadership Board. In addition, I enjoy partnering with various organizations throughout the state of North Carolina. As a graduate of ICL, it prepared me for community participation and leadership responsibilities.

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

I can contribute optimism, experience, a creative approach to problem-solving, and an eagerness to welcome change. In addition, I can provide drive, a love for this sector, and the ability to constantly serve your clients and customers in such a way that they become long-term champions for the organization.

School Mission and Program

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

HYPE is responsible for cultivating a thriving intellectual community that values learning, collaboration, a desire to learn, and study results, as well as connections and meaningful relationships. Create a culture in which all individuals are validated, challenged, and empowered. More importantly, push for equality and diversity.

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

The HYPE program desires to establish a long-term collaboration in which the academy will collaborate with a counsel to offer education quality and innovation to the community it serves.

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

A good, effective educational program requires flexibility, adaptability, and the capacity to alter for continuous improvement and efficiency. In addition, the Board and the consulting company will evaluate educational performance and development in relation to HYPE's goal and vision in order to achieve the program's objectives.

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

To guarantee that school performance improves for every student, the instruction team must grasp a clear curriculum, give solid instruction, and promote fundamental literacy through STEM activities.

Governance

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

Board members will ensure that the HYPE Academy operates in good faith by taking into account the recommendations of the consulting firm and the Academy's Administrator regarding policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs.

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

In the first year, assessing what went well and what went wrong will be critical. What are the common challenges and successes? Then the team will need to deliberate and lay out a strategic action plan that HYPE Academy will undertake to transfer those experiences as growth areas for the following periods.

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

Measuring the learning outcomes for the students HYPE will serve within these five years will be helpful. The administration should offer professional development to employees on how to better engage students, which is likely to improve overall performance. Additionally, it is essential to maintain the curriculum, stable school leadership, skilled instructors, and actively engaged parents.

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

As an invested Board member, it will be vital for the team to monitor the Academy's Administrator by keeping accurate financials and hold its staff members accountable for metrics concerning education and the success of each student participant.

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?

To address a problem, I shall suggest an emergency meeting. This strategy enables the member to justify or correct his or her actions. If we are unable to find a solution, the team may propose other measures to address the problem.

*Please include the following with your Information Form

- a **one page** resume

*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. Click or tap here to enter text.

Certification

I, Rodney McCrowre, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.



Rodney McCrowre (Apr 27, 2023 22:54 EDT)

Signature

04-27-23

Date

Dr. Rodney L. McCrowre
Fayetteville State University
6020 Crown Ridge Court | Fayetteville, NC 28314
Phone: (910) 910-978-3348
Email: rmccrowre@gmail.com

Education

DBA, University of North Carolina at Charlotte, 2021.
Major: Doctor of Business Administration
Dissertation Title: Exploring the Effect of Mentoring Programs for Both Private and Public Sectors: Formal and Informal Relationships

MBA, Webster University, 2014.
Supporting Areas of Emphasis: Business Administration

BS, Fayetteville State University, 2002.
Major: Business Administration
Supporting Areas of Emphasis: General Business

Academic, Government, Military and Professional Positions

Academic - Post-Secondary

Assistant Department Chair, Broadwell College of Business and Economics. (February 1, 2022 - Present).

Assistant Professor of Management and Director of Pre-Business, Broadwell College of Business and Economics. (August 13, 2021 - Present).

Director of Pre-Business/Lecturer of Business Administration, Broadwell College of Business and Economics. (August 3, 2018 - May 2020).

Assistant Director of Pre-Business/Lecture of Business Administration, Broadwell College of Business and Economics. (January 3, 2016 - May 15, 2019).

College Liaison, Early College High School. (May 1, 2012 - July 2016).

Professional

Executive Director, Institute for Community Leadership. (July 1, 2017 - August 1, 2018).

Administrative Assignments

Assistant Department Chair, Department. (February 2022 - Present).

Licensures and Certifications

InsideTrack Student Coaching Certification, InsideTrack. (January 16, 2020 - Present).

Professional Memberships

Advisor, Beta Gamma Sigma. (August 2020 - Present).

Board Member, ThegroupTheory, Inc. (August 2019 - Present).

Board Member, Institute for Community Leadership. (January 2017 - Present).

Undergraduate Advisor, Kappa Alpha Psi Fraternity, Inc. (August 10, 2011 - Present).

Development Activities Attended

Continuing Education Program, "MedPro Foundations of Insurance," MedPro, Fort Wayne, Indiana. (November 3 - 6, 2022).

Continuing Education Program, "MedPro Foundations of Insurance," MedPro, Fort Wayne, Indiana. (October 21-24, 2021).

Conference Attendance, "PwC HBCU Faculty Forum 2022," PwC, Orlando, Florida. (June 15, 2022 - June 16, 2022).

Seminar/Workshop, "Lessons for Aspiring Deans Seminar (Virtual)," AACSB. (November 11, 2021 - November 12, 2021).

Conference Attendance, "SMA (Southern Management Association) Annual Conference," Fayetteville State University, Fayetteville, North Carolina, United States. (November 2, 2021 - November 6, 2021).

Conference Attendance, "PwC HBCU Faculty Forum (Virtual)," PwC. (July 15, 2021).

Seminar/Workshop, "FSU's Virtual Bronco Kick-Off 2020," Fayetteville State University, Fayetteville, NC, United States. (August 3, 2020 - August 4, 2020).

Conference Attendance, "PwC HBCU Faculty Forum 2020 (Virtual)," PwC. (July 9, 2020).

Seminar/Workshop, "Bronco Kick-Off 2019," Fayetteville State University, Fayetteville, NC, United States. (August 12, 2019 - August 13, 2019).

Seminar/Workshop, "Bronco Kick-Off 2018," Fayetteville State University, Fayetteville, NC, United States. (August 13, 2018 - August 17, 2018).

Seminar/Workshop, "Bronco Kick-Off 2017," Fayetteville State University, Fayetteville, NC, United States. (August 7, 2017 - August 10, 2017).

Seminar/Workshop, "Bronco Kick-Off 2016," Fayetteville State University, Fayetteville, NC, United States. (August 9, 2016).

Seminar/Workshop, "Bronco Kick-Off 2015," Fayetteville State University, Fayetteville, NC, United States. (August 10, 2015 - August 18, 2015).

TEACHING

Teaching Experience

Fayetteville State University

BADM 470, Strategic Management (U), 1 course

BADM 220, Ethics and Civic Engagement (U), 6 courses.

ENTR 100, Entrepreneurial Thinking (U), 16 courses.

FINC 100, Financial Literacy (U), 30 courses.

MGMT 311, Principles of Management;(U), 7 courses.

UNIV 101, Freshman Seminar I-Business HO (U), 5 courses.

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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.

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Background

1. Name of charter school on whose Board of Directors you intend to serve: HYPE Leadership Academy
2. Full name: Bradford L. Gaddy

Home Address: 400 Tarmore Court

Business Name and Address:

Telephone No.: 706-505-6951

E-mail address: b.gaddy@yahoo.com

3. Brief educational and employment history.
Fayetteville State University, BS Criminal Justice, 2002; Webster University, MA Management & Leadership, 2019; US Army Retired with 20 years active service.
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?

A pending board member of the HYPE Leadership Academy told me about the opportunity. I am interested in using my experience in leadership and organizational management to improve the community through education.

6. What is your understanding of the appropriate role of a public charter school board member?
The Board of Directors manages the affairs of the HYPE Leadership Academy, Inc.
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 previously served on two scholarship endowment boards for one year.
8. Describe the specific knowledge and experience that you would bring to the board.
Although I only served for one year, I bring the experience of board functions and operations.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
HYPE will empower students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.
2. What is your understanding of the school's proposed educational program?
To provide K-12 educational opportunities centered on leadership.
3. What do you believe to be the characteristics of a successful school?
Ability to provide quality education, with ability to be adaptable to needs of the students and community.
4. How will you know that the school is succeeding (or not) in its mission?
I would anticipate a strategic plan with benchmarks to track progress.

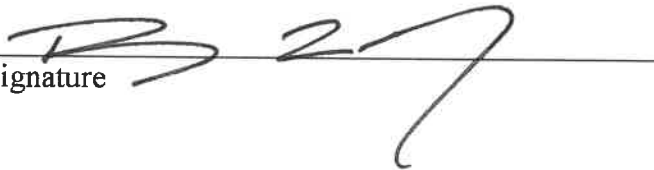
Governance

1. Describe the role that the board will play in the school's operation.
Provide oversight of the corporation a HYPE.
2. How will you know if the school is successful at the end of the first year of operation?
The school would have met enrollment expectations and benchmarks related to testing.
3. How will you know at the end of five years of the schools is successful?
If the school can meet state certifications and maintain accreditation to remain open.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Stay tied to the needs of the community and state board with supported data to provide the best educational options to meet their needs.

*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. Click or tap here to enter text.

Certification

I, Bradford L. Gaddy, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Signature 

4/26/23
Date

PROFESSIONAL SUMMARY

Senior Operations Manager with 20+ years of leadership, project/program management, operations, and force management experience. A Military Veteran with an active Secret Security Clearance. A servant-leader with demonstrated expertise in balancing complex projects, developing strategy, and process improvements to enhance organizational effectiveness. Adept at designing, cultivating key relationships, and collaborating with organizations domestically and globally. An advocate of “people first” to facilitate staff development, recruitment, and management goals. Proven track record of being detail-oriented, planning and implementing strategies to improve operational readiness, performance, and productivity.

- Cross-Functional Leadership
- Resource Management
- Critical/Innovative Thinking
- Staff Development/Training
- Strategic Communications
- Policy Implementation
- Program Management
- Planning | Resourcing
- Recruiting | Retention

PROFESSIONAL EXPERIENCE

Analysis Branch Chief El Paso, TX

June 2019 – Oct 2022

Led a diverse team of 13 personnel in planning and analysis efforts for Project Convergence and other Army Modernization priorities within the division through cross-functional team synchronization. Provided analytical oversight of findings and provided recommendations for systems and process implementation.

- Provided written analysis to summarize data for Army senior-level leadership to support resourcing decisions.
- Coordinated with The Research and Analysis Center and U.S. Army Test and Evaluation Command to develop a concise collection plan to address Multi-Domain Operations.
- Served as the organization’s lead on change management and organizational structure.

Deputy Director, Force Management Fayetteville, NC

June 2015 – May 2019

Served as the principal representative for synchronizing manning and equipment strategy for a 90,000-personnel organization. Directed all equipment acquisition plans, long-range modernization calendars, and tasking requirements.

- Lead planner for developing equipment and personnel allocations for Combined Joint Task Force Iraq, supporting a 27-nation team throughout Iraq, Kuwait, and Syria.
- Provided executive-level reports daily to inform strategic decisions with international implications; coordinated move for 146,000 tons of supplies and materiel through 1,700 ground and air movements totaling \$50M in contracts.
- Developed current and future operations; forecasted them to allow teams the flexibility to manage their long-range calendars to set conditions for upcoming training events.

Director of Training/Force Management Fayetteville, NC

Jan 2012 – May 2015

Coordinated and directed the training, operations, and readiness for 18,000 personnel to maintain readiness in support of the 82nd Airborne Division. Supervised and inspected all aspects of the planning, preparation, execution, and assessment of training to ensure all personnel were adequately trained and equipped, competent in essential job functions, and followed Army standards.

- Led the strategic initiative by developing the mobility vehicle concept capable of transporting personnel, resulting in a 2020 \$214.3M contract to produce 650 vehicles.
- Planned, coordinated, and allocated resources for land, ranges, and government equipment; prepared 4,500 personnel for deployment; achieved a 100% pass rate for certified unit readiness per Army standards.
- Developed guidelines and tracked the Army’s Sexual Harassment Assault Response Prevention (SHARP), Equal Opportunity, and Equal Employment Opportunity Programs.

Operations Manager
Fayetteville, NC

Dec 2009 – Nov 2011

- Supervised 150 personnel in four different departments consisting of 10 career occupational specialties. Planned and coordinated training, promotions, evaluations, legal and financial actions, family care plans, and personnel administrative actions.
- Directed Iraqi Security Forces across three major cities to ensure day-to-day training operations for 500 personnel and \$13M in equipment.
- Led 150 operations in hazardous conditions to provide a threat assessment for staffing and equipment requirements and utilized all available assets to fill identified shortfalls.
- Developed trackers and a systemic process for tracking events, pay actions, personnel slotting, evaluations, and awards.

Operations Manager
Columbus, GA

Apr 2008 – Dec 2009

Supervised ten personnel at the Army's primary Basic and Advanced Skills Course, responsible for the initial integration, education, and training of over 900 personnel. Accountable for strength reporting, unit status reporting, and coordinating all aspects of force health protection, military pay, and legal support.

- Managed a \$4M training facility with housing, offices, and training area budget.
- Articulated challenges and implemented solutions that enhanced the relationship with other training agencies.
- Managed personnel for performance appraisals, promotions, awards, and relocation actions for over 800 employees.

Operations Officer
Junction City, KS

Dec 2006 – Apr 2008

Supervised four personnel responsible for serving as Senior Military Advisors to Afghani Security Forces supporting over 1,000 personnel. Planned, coordinated, integrated, synchronized, and assessed emplacement and operations for military organizations providing security training, logistical support, personnel accountability, and casualty care operations.

- Collaborated with 10 North Atlantic Treaty Organization agencies to synchronize day-to-day operations with an inventory list of 1,200 items and assets valued at more than \$5M.
- Coordinated, synchronized, and supervised routine joint training exercises between three countries.
- Developed host-nation trackers and a systemic process for tracking pay actions, personnel slotting, evaluations, etc.

Operations Officer
Columbus, GA

Jan 2005 – Nov 2006

Supervised 30 personnel with responsibility for training, health, and welfare. Planned, coordinated, integrated, synchronized, and assessed emplacement and operations for military organizations providing security training, logistical support, personnel accountability, and casualty care operations.

- Led operations in Iraq while collaborating with local Security Forces to synchronize day-to-day operations with an inventory list of 800 items and assets valued at more than \$25M.
- Planned and executed relocation actions from Iraq and Kuwait to organization headquarters with a 100% return rate.
- Developed host-nation trackers and a systemic process for tracking pay actions, personnel slotting, evaluations, etc.

EDUCATION | CERTIFICATIONS

Doctorate of Leadership Studies | North Carolina Agricultural & Technical State University; Currently Enrolled

Master of Arts, Management & Leadership | Webster University; May 2019

Bachelor of Science, Criminal Justice | Fayetteville State University; May 2002

Diversity, Equity, and Inclusion in the Workplace Certification | University of South Florida; June 2022

SPECIALIZED MILITARY TRAINING

Senior Leaders Program | Force Management Course

Strategic Plans: How the Army Runs Course | Maneuver Operations Advanced Course

VOLUNTEER ACTIVITIES

Active member of Alpha Phi Alpha Fraternity, Inc.

Membership Chair, Cumberland County Chapter, Fayetteville State University National Alumni Association

Charter School Board Member Information Form

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Background

1. Name of charter school on whose Board of Directors you intend to serve: **H.Y.P.E.**

Leadership Academy

2. Full name: Kendra Whitney

Home Address: 12 Pinecrest Dr. Fairmont, NC 28340

Business Name and Address: The Capitol Encore Academy 200 Mason St.

Telephone No.: 910-516-1096

E-mail address: kwhitney@capitolencoreacademy.org

3. Brief educational and employment history. Masters Degree in Curriculum Specialist; Ph.D. Ed in Curriculum Design & Instruction. A.P. @ TCEA

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? Requested by Joe Salisbury. I wish to provide the board members with information on the instructional program of the proposed charter school.

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

A board member should have a solid understanding of the goals, pillars, and mission of the charter school. Board members should be available to hear concerns of stakeholders and make decisions in the best interest of the charter school.

- 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 a TCEA employee and curriculum degree holder I have the knowledge to effectively inform the board of curriculum best practices.

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

Higher level degrees in curriculum, knowledge of the proposed charter school instructional program.

School Mission and Program

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

Mission: to empower students to choose a career pathway to success that will build the next generation of community activists through academic excellence & a culture of leadership.

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

3 pathways - college prep, health & wellness, entrepreneurship. Guiding tool of leader-in-me, teach like a champion & HMI.

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

A feeling of safety & belonging, accountability, strong focus on post-secondary/career goals.

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

ED/EOC scores, student's post-secondary choices, standardized testing scores

Governance

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

listen, make decisions to best serve the student's learning

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

of returning staff, # of returning students, midyear/EOG scores

- How will you know at the end of five years of the school's operation if it is successful?

% improvements in standardized testing scores, % returning staff, % returning students

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

Hiring highly qualified teachers, accountability expectations, strong communication

- 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?

1:1 discussion with the members, then board mtg

*Please include the following with your Information Form

- a one page resume

*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. Click or tap here to enter text.

Certification

I, Kendra D. Whitney, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Kendra D. Whitney
Signature

4-26-2023
Date

DR. KENDRA WHITNEY

EDUCATION

As a proponent of active learning and learners as partners in their learning process, I believe that knowledge gained through active participation is knowledge that will stay with that individual. I believe this to be true of all learners, and focusing on providing experiential learning for my adult learners has been tantamount in my position as an instructional coach, testing coordinator, curriculum specialist, and A.P. at my current position.

SKILL HIGHLIGHTS

- Design and implementation of master schedules for multiple grades, teachers, and buildings
- Google
- Microsoft Office/Excel
- Organization, documentation, and scheduling, analyzing, and reporting data to state for state and district tests
- Deadline-oriented
- Professional Development Planning and implementation
- Curriculum and Instruction grades K - 10

CONTACT DETAILS

12 Pinecrest Dr
Fairmont, NC
28340

910-916-1096

kendra.whitney73@gmail.com
linkedin.com/in/kendra-whitney-phd-605663b7

BASIC INFORMATION

I am a curriculum specialist at a K - 10 charter school in downtown Fayetteville. In this position, I am responsible for the "hidden" world of the school. I create the K - 10 master schedule for the bells, design the scope and sequence for the science, register our high school students and create their classroom schedules. During the school year I am the ELL coordinator, the co-coordinator for the AIG program, and the testing coordinator. In addition, I am responsible for tracking attendance, scheduling conferences, and monitoring high school seat time for high school credit requirements.

EDUCATION

Appalachian State University, North Carolina
M.Ed. Curriculum Specialist - current

NorthCentral University, Arizona
PhD Ed Curriculum Design and Instruction

American Intercontinental University, Illinois
M.Ed. Leadership in Educational Organizations

Colorado Mesa University, Colorado
B.S. General Science with Teaching

PROFESSIONAL EXPERIENCE

Curriculum Specialist, Testing Coordinator, High School AP

- 2022 - current

Curriculum Specialist, k-8 science coach

- 2019 - 2022

High School Science Teacher

- 2018-2019 El Paso, TX - Harmony Science Academy
- 2017-2018 Washington DC - IDEA Charter School
- 2015 - 2017 Kent, WA - Kent-Meridian High School
- 2010 - 2015 Blythewood, SC - Westwood High School
- 2003 - 2010 Hope Mills, NC - South View High School

Physical Therapist Assistant

- 1998-2003 Grand Junction, CO Rehabilitation Center
- 1995 - 1998 Denver, CO - St. Anthony Rehabilitation Center

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: Hype Leadership Academy
2. Full name: Robert Earl Poole II "Jason"

Home Address: 1200 Longleaf Dr, Fayetteville, NC 28305

Business Name and Address: TRP Sumner PLLC, 2401 Robeson St., Fayetteville, NC 28305

Telephone No.: 910-978-3600

E-mail address: jason@trpsumner.com

3. Brief educational and employment history.
Bachelors and Master of Accounting from East Carolina University. I have worked with TRP Sumner PLLC since 2002 and have been an owner since 2006
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 asked by Joe Salisbury. I believe charter schools are a good valuable part of the education system and would like to see additional opportunities for children in our region.

6. What is your understanding of the appropriate role of a public charter school board member? During the development phase of the charter school the board is responsible for developing the mission, policies and procedures providing the foundation of a successful school within allowed state guidelines. We also are responsible for the hiring of the administration and teachers.

After opening of the school the board is responsible for providing oversight of the administration and strategic direction for the school. The board should not be micromanaging the school.

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 the founding president of the Capitol Encore Academy.

8. Describe the specific knowledge and experience that you would bring to the board.
I have been in public accounting for 23 years and have extensive experience in assisting nonprofits and small businesses with financial issues. I have also have been through the application and startup phase of a charter school and understand the work involved to complete this phase.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
To create a culture of success and leadership through education of students.
2. What is your understanding of the school's proposed educational program?
HYPE will empower students to take ownership in their educational successes and foster a culture of leadership, entrepreneurship and academic success.
3. What do you believe to be the characteristics of a successful school?
A successful school is one that fosters educational development of students and promotes and prepares students to be successful members of our community. A successful school prepares students for life after school whether that be entering the workforce, continuing education through community college/university, or serving our country through the armed forces.
4. How will you know that the school is succeeding (or not) in its mission?
Objective measures of success will be gauged through student proficiency and growth measured through testing. Subjective measures of success will be gauged through the development of the student and their interactions with the both the school community and the greater external community.

Governance

1. Describe the role that the board will play in the school's operation.
During the application and start up phase the board will be heavily involved with all aspects of the school from developing policies and procedures, location selection, curriculum development, and hiring staff.

Once the school is opened the board's position will pivot to supporting the staff and continuing to make policy decisions. It will not be the board place to interfere with the day to day operations of the school. Instead we will empower the administration to do run the school and provide that administration with oversight, counsel and support as needed.

2. How will you know if the school is successful at the end of the first year of operation?
At the end of the first year I would expect to see modest growth in students. We would also expect a successful first year school to have a staff that is motivated and excited to learn from the first year challenges.
3. How will you know at the end of five years of the schools is successful?
I would expect a fifth year school to be progressing up the grading scale through growth and proficiency measures. I would expect the curriculum to be fully implemented and veteran teachers to share their successes with new teachers.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
We will need to develop success markers to evaluate the school and administration to make sure that we are on a path of success. We will need to stay engaged and support the school and administration where 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?
I would present the issue to the board leadership and ask for the issues to be addressed by board as a whole. If board leadership was involved I would work through the provisions of the by laws to address the issue via a special meeting. If criminal activity was involved I would take the necessary actions to notify the proper authorities.

*Please include the following with your Information Form


- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Robert Earl Poole, II, 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 HYPE Charter School is true and correct in every respect.

Signature
Date


4/26/23



Robert "Jason" Poole II, CPA

2401 Robeson Street, Fayetteville, NC 28305~ jason@trpsummer.com~ 910-323-3600

EXPERIENCE

TRP Sumner PLLC Partner Since July 2006

June 2002 –Present

- Primary client contact and responsibility for book of business including medium and small corporate clients and individual clients.
- Litigation support for engagements involving equitable distribution and business disagreements. Included appointment as a special master for NC Business Court case.
- Trustee on various client trust.
- Preparation and review of individual and corporate tax returns.
- Preparation and review of compilation and review financial statements.
- Shared oversight responsibility of a staff of 60 managers, seniors, staff accountants and administrative staff spread over three office locations.
- Client Development and referral cultivation.
- Oversight of firm Information Technology resources

Staff Accountant, Dixon Odom, PLLC

January, 2000-June 2002

- Preparation of various tax returns for corporate and individual clients.
- Preparation of compiled, reviewed and audited financial statements.

EDUCATION

East Carolina University, Greenville, North Carolina

August 1994 – December 1999

- Master of Science in Accounting (December 1999)
- Bachelor of Science in Accounting (December 1999)

Professional Certifications and Associations

- Certified Public Accountant in the State of North Carolina. (License number 31351)
- Member of the American Institute of Certified Public Accountants
- Member and past board member of the North Carolina Association of Certified Public Accountants (NCACPA)
- Chair of the NCACPA Advocacy Advisory Council

Civic Involvement

- Vice Chair of East Carolina University Board of Trustees.
- Founding President and current treasurer of the Capital Encore Academy Charter School
- Past President of the Fayetteville Kiwanis Club

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: **H.Y.P.E. Leadership Academy**

2. Full name: Michael Burns

Home Address: 5708 Ione Court, Hope Mills, NC 28348

Business Name and Address:

Telephone No.: 931-472-4770

E-mail address: Michael.burns1906@gmail.com

3. Brief educational and employment history.

I have served in the active army since 1996. I hold an associate, bachelors, MBA, Master of Art, and doctorate degree. I've also conducted numerous military education courses.

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 informed of the opportunity through work. I feel this is an opportunity to serve my community while working with young people – a passion of mine. Helping to create an environment where young people are encouraged to grow into productive adults that contribute to the betterment of our society.

6. What is your understanding of the appropriate role of a public charter school board member?
Together – making decisions that are in the best interest of the students and their families.
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 no previous experience with school boards. While in college, I did work as a long-term substitute in Colorado and Atlanta, Ga. I did this for about a year. Also, over the last 20 years I've served in a leadership capacity within the army. This includes leading young soldiers, many just out of high school.
8. Describe the specific knowledge and experience that you would bring to the board.
Twenty years of leadership, public relations, and human resources experience. In my personal life I've been a member of Alpha Phi Alpha fraternity and I've worked various coaching and mentoring opportunities.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
Per the mission statement, the academy is all about empowering students to be successful. Leadership is a key tenant.
2. What is your understanding of the school's proposed educational program?
Based on "The Leader in Me" – Teaching students to be respectful, responsible, and receptive. I understand the school will be established as a K-5 and look to grow each year through K12.
3. What do you believe to be the characteristics of a successful school?
A successful school puts the needs of the students first. It is transparent, treats all students equal, and students/staff/parents are treated with dignity and respect. A successful school masters the basics.
4. How will you know that the school is succeeding (or not) in its mission?
I'm a strong believer in quantitative metrics but I recognize there is value in qualitative measurements as well. A school can be judged on their student academic gates (testing) but also on their social and mental performances.

Governance

1. Describe the role that the board will play in the school's operation.
The board provides guidance and oversight to the school director and the staff. The board makes business decisions on behalf of the academy.
2. How will you know if the school is successful at the end of the first year of operation?

I believe we must set measures of performance before the first year starts and measure against it. Did we achieve the goals we set out to achieve. This includes everything from enrolment numbers to grades and test scores.

3. How will you know at the end of five years of the schools is successful?
The measures of performance should be evaluated longitudinal. If progress is made each year towards the predetermines performance goal, I consider that successful.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Be present. Attend board meetings, be open-minded and consider all options, be deliberate and fair.
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'm a firm believer in open, honest, and on the record communication. If this occurs, it should be brought up in a point of order at the board meeting. This ensures all stakeholders are aware of the concern and also gives the individual an opportunity to voice their reasoning for their actions.


*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Michael Burns, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.


Signature

25 Apr 23
Date

Michael J. Burns, Ph.D.

Hope Mills, NC 28348 | 931-472-4770 | Michael.Burns1906@gmail.com

Objective

Accomplished professional with more than 25 years of practitioner experience in leadership, corporate communications, human resource management, employee training, and organizational management seeking an adjunct faculty position with an online collegiate program. I am excited for the opportunity to provide quality instruction to students through well prepared classes, relevant assignments, fair and holistic assessment of learning, clear documentation of student progress, and support of the academic success for ALL students.

Education

Ph.D. Organizational Management – Teaching Track | Capella University | 2016

Master of Strategic Studies | U.S. Army War College | 2022

MBA | Webster University | 2007

Bachelor of Science – Business and Finance | Regis University | 2001

Skills & Abilities

Ph.D. level researcher, writer, and reviewer
Management, Leadership, & Comms theories & concepts
Public Relations / Public Affairs practitioner
Graduate level curriculum development and class delivery
Public speaking
APA, AP, MLA style writing, reviewing, and teaching
Blackboard learning software
Published news and print articles
Diversity, equity, and inclusion specialization

Work History

Director of Public Affairs, U.S. Army, June 2019-June 2021

Director Public Affairs - Fayetteville, NC:

Communications director, spokesperson, and media editor for the Army's largest response force unit - a 17k person military organization with global responsibilities. I led and managed a 14-person team of communicators and was responsible for developing and publishing public affairs guidance, policy, and plans. I oversaw the coordination of all aspects of internal and external communications, often with national media outlets. I routinely provided mentorship, communications, and media preparation classes to leaders across the organization. Developed and taught multiple lesson plans for communications-related material to my subordinates. As an editor, I was responsible for copy/editing and releasing dozens of media products.

Various Roles & Positions as a Public Affairs Practitioner, June 2011 – June 2019

U.S. Army – Clarksville, TN; Dallas, TX, Fayetteville, NC

Deputy Public Affairs Director - Fayetteville, NC:

Plans and coordinates all aspects of public affairs for a large military base. Demonstrated experience in public affairs planning, crisis communications, media operations, budget management, and community

Michael J. Burns, Ph.D.

5708 Ione Court, Hope Mills, NC 28348 | Mobil 931-472-4770 | Michael.Burns1906@gmail.com

relations. Provided professional development, enhancing my team's ability to listen, read, speak, and write effectively.

Public Affairs Planner - Baghdad, Iraq:

Managed a team working with international, government, and non-governmental agencies in planning and executing communications strategy for the military coalition against terrorism in Iraq and Syria. This included coordinating and executing media engagements, speech writing, message development, press operations, and social media for the global campaign against ISIS.

Public Affairs Fellow - Bell Helicopter, Dallas, TX:

Served as a member of the Bell Helicopter corporate communications team. Drafted corporate communications plans, developed, and executed marketing and outreach, corporate sponsorship programs, and crisis communication campaigns at the national level. One of seven service members chosen to this highly competitive one-year fellowship program.

Public Affairs Manager - Clarksville, TN:

Manager and principal advisor to senior military official for all aspects of public affairs matters including community relations and press events. Developed communications plan for several high visibility military operations, community relations events, and a special visit by President Barrack Obama.

Human Resources Manager, 08/2006 to 01/2011

U.S. Army – Columbia, SC; Baghdad, Iraq; Clarksville, TN

Director of Human Resources - Clarksville, TN:

HR director with overall supervision and responsibility for all aspects of personnel administrative matters for a 600-employee organization including: talent management, performance appraisals, awards, promotion actions, employee benefits, leaves of absence, training, professional development for employees, and hiring actions. Coordinated staff responsibilities for all aspects of personnel service support for three hundred personnel not deployed with a unit. Exercised staff supervision over the seven person staff section to include personnel in strength accounting, strength management, evaluations, awards, and administration. Supervised and utilized electronic officer & enlisted personnel management using human resources database systems such as: Electronic Military Personnel Office (eMILPO), Evaluation Reporting System (ERS), Electronic Total Officer Personnel Management Information (eTOPMIS), Interactive Personnel Records Management System (IPERMS), and the Deployment Theater Accountability System (DTAS). On two occasions these duties were performed in austere environments with limited resources.

Student Director (Commander) - Columbia, SC:

Responsible for the discipline, training, development, and well-being of 1500 newly enlisted Army personnel attending credit-producing occupational courses. Managed curriculum development, course scheduling, multiple facilities, and 10-15-person staff.

Charter School Board Member Information Form

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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: **H.Y.P.E. Leadership Academy**

2. Full name: *Brandon Keith Price*

Home Address: *8570 Arabia Rd, Lumber Bridge NC 28357*

Business Name and Address: *Fayetteville Area Habitat for Humanity 733 Bargain St.*

Telephone No.: *910.243.0011*

E-mail address: *brandon@fayettevilleshabitat.org*

3. Brief educational and employment history. *BA, ALLM, JD*

2006-2015 - Fayetteville Urban Ministry

2018-current - Fayetteville Area Habitat for Humanity

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? *Mr. Brahtley. To make a difference*

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

Provide unique education opportunities

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've worked with Boards my whole professional career and serve on Mount Shepherd Christian Camp Board of Directors.

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

Non-Profit Management - legal

School Mission and Program

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

To build the next generation of Leaders

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

Leadership & Service orientation

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

Amazing Teachers supported by Amazing Administrative Team!

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

The outcomes from students and parents

Governance

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

To provide oversight and assist in governing

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

The production from students and the experience of each family

3. How will you know at the end of five years of the school's operation if it is successful?

Whether or not we are producing service oriented leaders and thinkers.

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

Be intentional about the types of teachers and curriculum it uses.

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?

Address them and their actions and then the board

*Please include the following with your Information Form

- a one page resume

*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. [Click or tap here to enter text.](#)

Certification

I, Brandon Price, 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 H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

B. Price
Signature

4/24/2023
Date

BRANDON K. PRICE

Lumber Bridge, NC 28357 | 910.263.0011 | bkprice01@gmail.com

EDUCATION

Faulkner University, Thomas Goode Jones School of Law <i>Juris Doctorate</i>	Montgomery, Alabama 2018
Faulkner University, Thomas Goode Jones School of Law <i>Master of Laws/LLM (Advocacy & Dispute Resolution)</i>	Montgomery, Alabama 2018
Fayetteville State University <i>Bachelor of Science in Political Science</i>	Fayetteville, North Carolina 2005

WORK EXPERIENCE

Fayetteville Area Habitat for Humanity October 2018 - Current
Advocacy and Compliance Officer

- Supports all departments by collecting and coordinating internal compliance data with auditors and funders.
- Provides administrative support by implementing systems, procedures, and policies; completing projects in support of compliance auditors and HUD.
- Developing, implementing and managing an organization's compliance program
- Coordinating with federal and state regulators
- Planning, implementing and overseeing risk-related/management programs
- Creating and coordinating proper reporting channels for compliance issues
- Developing company compliance communications
- Coordinating and scheduling required compliance training for employees

Full Time Law School Student – 2015-2018

Fayetteville Urban Ministry May 2006- July 2015
Community Liaison (July 2012-July 2015)

- Manage and take lead role with all fundraisers for the organization.
- Develop and promote marketing campaigns
- Build, manage, maintain strong relationships and communication with referring parties.
- Manage web presence and all mass communications (mass emails, newsletters, website)
- Thorough knowledge of the principles and practices of public relations and communications programs and/or marketing campaign strategies.
- Maintain complete and accurate records and statistics and to develop meaningful reports.
- Effectively express ideas orally and in writing.
- Make oral presentations before large/small groups
- Exercise considerable tact and courtesy in frequent contact with the public establish and maintain effective working relationships as necessitated by work assignments.

Fayetteville Urban Ministry

Find-A-Friend Mentor Program Coordinator (May 2006 – July 2012)

Recruited, screened, interviewed and trained mentors for children considered at risk for being in the court system, or already in court system. Implemented evidence-based curriculum to provide workshops teaching and counseling on character building and life skills for these youth.

“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.” ~ Margaret Mead

H.Y.P.E. Leadership ACADEMY



BEGINNING TEACHER SUPPORT PLAN

*In compliance with provisions established by the North Carolina State Board of Education, the following components of the Beginning Teacher Support Plan (BTSP) will be implemented by The Capitol Encore Academy (H.Y.P.E.).

Program Overview

The Capitol Encore Academy's Beginning Teacher Support Plan includes staff members with their 1st-3rd years of teaching. All beginning teachers will receive support from mentors, the Beginning Teacher Program Coordinator and school administration. They will be evaluated by school administration using the North Carolina Educator Effectiveness System (NCEES) Model. The principal/director will monitor the progress of all beginning teachers through the required three year induction period. At the end of each school year, the status of all beginning teachers will be reviewed, verified and the staff members with three years of experience who meet all expectations set forth by the licensure department will be approved to transition from an Initial License to a Continual License and notification will be sent to the Licensure Division of the Department of Public Instruction.

Identifying and Verifying Beginning Teachers

When a candidate is hired, they will be required to submit a copy of their initial license. They will also be required to affiliate with The Capitol Encore Academy in the NC Licensure Section of the NC Department of Public Instruction:

<http://www.dpi.state.nc.us/licensure/>

For verification, all beginning teachers will be assigned to their area of Licensure and/or Experience. This process will not be required for student service personnel, administration, curriculum instructional specialist or teachers with 3 years or more of experience. Teachers will need to follow all NCSBE requirements for all required licensure tests. Teachers with an Initial License are eligible to convert to a continuing license once all required coursework has been successfully completed, all NCSBE approved exams have been passed, and three years of teaching have been completed. Once continuing license is earned in one area, additional teaching areas do not require a BTSP experience. As part of the requirements to measure the performance of Educator Preparation Programs (EPPs), as stated in GS 115C-269.35, recent graduate surveys, completed by the Beginning Teacher (BT), and the employer survey, completed by the principal/director, will be done at the end of a teacher's first year of teaching.

Formal Orientation

Orientation will take place each school year prior to the first day for students or within the two weeks of the teacher's first day of work. At a minimum, the orientation will provide beginning teachers with an overview of the following:

- H.Y.P.E.'s Mission, Vision, and Charter
- State Board of Education's Mission and Goals

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- H.Y.P.E.'s Goals, Policies and Procedures (Staff and Student Handbook)
- The North Carolina Educator Effectiveness System (NCEES)
- Teach Like a Champion (TLaC) Strategies by Doug Lemov
- H.Y.P.E.'s Beginning Teacher Support Program
- Process for achieving a Standards Professional II (Continuing) License
- NC Standard Course of Studies and NC Essential Standards
- State Accountability Program
- Second Step Curriculum
- Arts Integration Plan at H.Y.P.E.
- The safe and appropriate use of seclusion and restraint of students
- H.Y.P.E. curriculum guides
- Working condition guidelines
- A description of available services and training opportunities at H.Y.P.E.

Beginning teachers that begin after the start of the school year will participate in small group Orientation Sessions with the Beginning Teacher Program Coordinator within their first ten days of employment. Documentation will be maintained by the school principal/director to certify that all beginning teachers have attended orientation sessions.

Optimum Working Conditions for Beginning Teachers

To ensure that beginning teachers have the opportunity to become effective instructors, the following working conditions will be enforced and monitored at H.Y.P.E.:

- Mentors are assigned early, and in close proximity
- Limited preparations
- Limited non-instructional duties
- Limited number of exceptional or difficult students
- No extracurricular assignments unless requested in writing by the Beginning Teacher
- Beginning Teachers assigned to area of licensure and/or experience

Mentor Teacher Selection Criteria

Mentors are instrumental in the implementation of a successful Beginning Teacher

Support Program at H.Y.P.E.. The following guidelines will be followed when selecting mentors:

- Selection will include input from administration, the Beginning Teacher Program Coordinator and teacher leads and the process will be transparent and uniformly applied
- Mentor selection criteria will be clearly communicated by the school's leadership team
- Roles of mentors will be documented and clearly stated
- Mentor assignment guidelines will be followed as stated in GS115C-296(e)

Mentor Assignment Guidelines

H.Y.P.E. will follow the following guidelines when assigning mentors to beginning teachers:

- Mentors must be at least rated at least “proficient” level on NCEES (Ratings of proficient or higher on three of the five standards on the most recent summative evaluation, or on Standards 1 and 4 on an Abbreviated Evaluation).
- The principal/director will determine which mentor best meets the needs of each new teacher and will assign the most appropriate mentor to the new teacher with priority consideration for mentors rated as “distinguished” or “accomplished”.
 - o Distinguished means a mentor received ratings of distinguished on three of the five standards to include Standard 4 on the most recent summative evaluation or Standard 4 for teachers on an Abbreviated Evaluation.
 - o Accomplished means a teacher has received ratings of accomplished on three of the five standards to include Standard 4 on the most recent summative evaluation or Standard 4 on an Abbreviated Evaluation.
- The Capitol Encore Academy may also utilize retired teachers to serve as mentors. ■ If the principal/director determines that a teacher rated as “proficient” or a retired teacher is the most appropriate mentor for a new teacher, the principal/director shall maintain records of the reasons for that determination.
- The Capitol Encore Academy will use the most recent available evaluation for teachers who lack an evaluation from the prior year. Any teachers without evaluation data for two or more consecutive years will not serve as a mentor to a BT unless the mentor is a retired teacher.
- All teachers assigned to be a mentor to a BT will meet eligibility requirements in the year of the assignment. No mentor whose evaluation falls below the “proficient” level may continue to serve as a mentor to a BT, regardless of existing mentor-mentee relationships.

- If a teacher serves as a mentor and they are not employed by H.Y.P.E., the mentor will be rated at least “accomplished” (received ratings of accomplished or higher on three of five standards including Standard 4 on the most recent summative evaluation, or on Standard 4 on an Abbreviated Evaluation), and H.Y.P.E.’s principal/director will maintain a record of the reasons for selecting the mentor from a different school.

Roles and expectations of H.Y.P.E. mentors are as follows:

- Attend professional development activities as required
- Focus primary support on improving teaching and learning
- Provide observation feedback, support, and encouragement on an ongoing basis
- Participate in Beginning Teacher Support Program meetings
- Assist beginning teachers with learning and applying the NCSCOS in the classroom
- Collaborate with the beginning teacher and principal/director (or principal/director’s designee) in creating and implementing a Professional Development Plan (PDP)
- Complete and submit mentor logs
- Model appropriate professional behavior
- Provide resources as needed
- Provide logistical and emotional support
- Provide input in confirming beginning teacher’s completion of H.Y.P.E.’s Beginning Teacher Support Program
- Support and aid in Beginning Teacher Orientation
- Align all mentoring practices with the NC Mentor Standards

Mentor Training

Mentors will receive training, based on the NC Mentor Standards, regarding their role as mentors and their responsibilities when named as a mentor at H.Y.P.E.. Mentors will receive ongoing training to advance their knowledge and skills and participate in professional learning communities focused on mentoring practices. Mentors have opportunities to participate in continued learning opportunities. Mentors will receive support

in their role from the principal/director and beginning teacher lead mentor. The principal/director and the Beginning Teacher Program Coordinator will facilitate a mentor information session that addresses the following topics:

- An overview of the NC Mentor and Beginning Teacher Support Program
- Completion of the North Carolina 21st Century Mentoring module found in the Professional Development Section of the NCEES Online Tool
- Roles and expectations of mentors in the induction process
- Licensure issues and resources

BTSP Support and Oversight

The principal/director and the Beginning Teacher Program Coordinator will be tasked

with ensuring that the Beginning Teacher Support Program is successful at H.Y.P.E.. The principal/director and H.Y.P.E. Beginning Teacher Support Program coordinator will assign a mentor to a beginning teacher. They will provide support as needed to the induction process. The principal/director will visit beginning teachers in their classrooms on a regular basis and provide formal and informal feedback during those visits. Professional Learning Communities will be utilized on a weekly basis to augment strengths and correct weaknesses seen in classrooms. This process will be used to build an environment of constant feedback and improvement.

Evaluation

All beginning teacher are evaluated on the North Carolina Educator Evaluation System (NCEES). Administration will conduct a minimum of three formal observations and a peer will complete one formal observation each year. The observations windows will be documented in the Observation Plan shared with staff each August. All observations must be completed by staff members trained in the NCEES process. The summative evaluation will be completed by May 30th each year.

Professional Development Plan

Beginning teachers are required to create a Professional Development Plan (PDP) in collaboration with their mentor and their principal/director (or principal/director's designee) and complete any professional development required or requested by leadership. The PDP will be based on NCPTS and must include goals, strategies, and assessment of the BT's progress in improving professional skills. Formative assessment conferences are held at the beginning, middle, and end of each year, including BT, mentor, and principal/director, to reflect on progress of BT in meeting goals. Signatures of BT, mentor, and principal/director are required for each formative assessment conference.

Observation Process

All teachers, principal/directors and peer evaluators will complete training on the evaluation each year as part of the back to school professional development offered at H.Y.P.E..

Year 1:

The beginning teacher:

- Assigned a mentor
- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).
- Creates a PDP by October 15th
- Three administrative observations (observations must last 45 minutes or entire

class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative evaluation annually

- o At least two observations will be conducted in the first semester of the school year, and if practicable, at least one of those observations shall be within the first trimester.

- o At least one of the three annual administrative observations will be conducted by the principal/director/director.

- Attends monthly Beginning Teacher Support Meetings

- Completes any professional development assigned to the beginning teacher

Year 2:

The beginning teacher:

- Continues to have a mentor

- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).

- Creates a PDP by October 15th

- Three administrative observations (observations must last 45 minutes or entire class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative evaluation annually

- o At least two observations will be conducted in the first semester of the school year, and if practicable, at least one of those observations shall be within the first trimester.

- o At least one of the three annual administrative observations will be conducted by the principal/director/director.

- Attends monthly Beginning Teacher Support Meetings

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- Completes any professional development assigned to the beginning teacher

Year 3:

The beginning teacher:

- Continues to have a mentor

- Within the first two weeks of a teacher's first day of work every school year, the teacher will receive a rubric for evaluating NC teachers, the evaluation policy, and the schedule for completing all components of the evaluation process (orientation).

- Creates a PDP by October 15th

- Three administrative observations (observations must last 45 minutes or entire class period, first observation must have a pre-conference and all most have a post-conference within 10 days), one peer observation, one summative

- evaluation annually
- Attends monthly Beginning Teacher Support Meetings
- Completes any professional development assigned to the beginning teacher
- Completes the BTSP requirements and is exited from the programs once information is verified.

Monitored Growth Plans and Directed Growth Plans will be implemented when necessitated by ratings by the principal/director (or principal/director's designee)

Beginning Teacher Files

A Cumulative Beginning Teacher File will be maintained on each beginning teacher in a secured location in the principal/director's office. The file will contain the following items:

- Walk through observation rubrics and feedback
- Notes from PDP meetings with mentors and administration
- Mentor logs
- Summative Evaluation Results

The principal/director will transfer the file in a timely manner as appropriate to other LEAs, charter schools and non-public institutions upon authorization of the teacher.

Beginning Teacher Support Program Evaluation

The Capitol Encore Academy's Beginning Teacher Support Program will be reviewed by the beginning teachers through two yearly surveys. The first survey, given to the BT at the beginning of the school year, will help guide the Beginning Teacher Program Coordinator's choice of professional development for the school year. The end of year surveys will be used to reviewed the year's program and make any needed changes. The results will be shared annually with the board and staff to guide revisions and needed adjustments and to ensure that we are in compliance with the State Board Policy.

Beginning Teacher Support Plan Monitoring

Approved BTSP will be monitored for compliance to the State Board Policy. Monitoring will be completed on a five year revolving cycle. Technical assistance will be sought to address areas of concern.

Participation in Peer Review Process

H.Y.P.E. will participate in the regionally based annual review. A self-assessment and peer review will be

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completed as a part of the peer review process. All data collected will be summarized and reviewed by NCDPI on a five year cycle.

Principal/director _____ Date:

_____ The Capitol Encore Academy Board Chair

_____ Date: _____ Approved by the Local

School Board (date) _____

Submitted to NCDPI (date)

Approved by NCDPI (date)

Date of this notice: 04-03-2023

Employer Identification Number:
92-3297042

Form: SS-4

Number of this notice: CP 575 E

HYPE LEADERSHIP ACADEMY INC
126 HAY ST
FAYETTEVILLE, NC 28301

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3297042. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

Date of this notice: 04-03-2023

Employer Identification Number:
92-3297042

Form: SS-4

Number of this notice: CP 575 E

HYPE LEADERSHIP ACADEMY INC
126 HAY ST
FAYETTEVILLE, NC 28301

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When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

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Time	Monday	Tuesday	Wednesday	Thursday	Thursday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:00	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives
9:00 - 10:30	ELA Block	ELA Block	ELA Block	ELA Block	ELA Block
10:30 - 11:00	Recess	Recess	Recess	Recess	Recess
11:00 - 11:30	Lunch	Lunch	Lunch	Lunch	Lunch
11:30 - 1:00	Math Block	Math Block	Math Block	Math Block	Math Block
1:00 - 2:00	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block
2:00 - 3:00	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Wednesday	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:30	ELA Block	ELA Block	ELA Block	ELA Block	ELA Block
9:30 - 11:00	Math Block	Math Block	Math Block	Math Block	Math Block
11:00 - 11:30	Recess lunch	Recess lunch	Recess lunch	Recess lunch	Recess lunch
12:00 - 1:00	Electives	Electives	Electives	Electives	Electives
1:00 - 2:00	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies
2:00 - 3:00	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Wednesday	Thursday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:00	Block 1	Block 1	Block 1	Block 1
9:00- 10:00	Block 2	Electives Block	Electives Block	Electives Block
10:00 - 11:00	Electives Block	Block 2	Block 2	Block 2
11:00-12:00	Block 3 or LiM Block	Block 3 or LiM Block	Block 3 or LiM Block	Block 3 or LiM Block
12:00 -	Lunch	Lunch	Lunch	Lunch
12:30-1:00	Recess	Recess	Recess	Recess
1:00 - 2:00	Block 4 or LiM Block	Block 4 or LiM Block	Block 4 or LiM Block	Block 4 or LiM Block
2:00 - 3:00	Block 5 or LiM Block	Block 5 or LiM Block	Block 5 or LiM Block	Block 5 or LiM Block
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Friday
Teachers Arrive
Doors Open
Breakfast/HR
Block 1
Electives Block
Block 2
Block 3 or LiM Block
Lunch
Recess
Block 4 or LiM Block
Block 5 or LiM Block
Dismissal
Extended Day Options

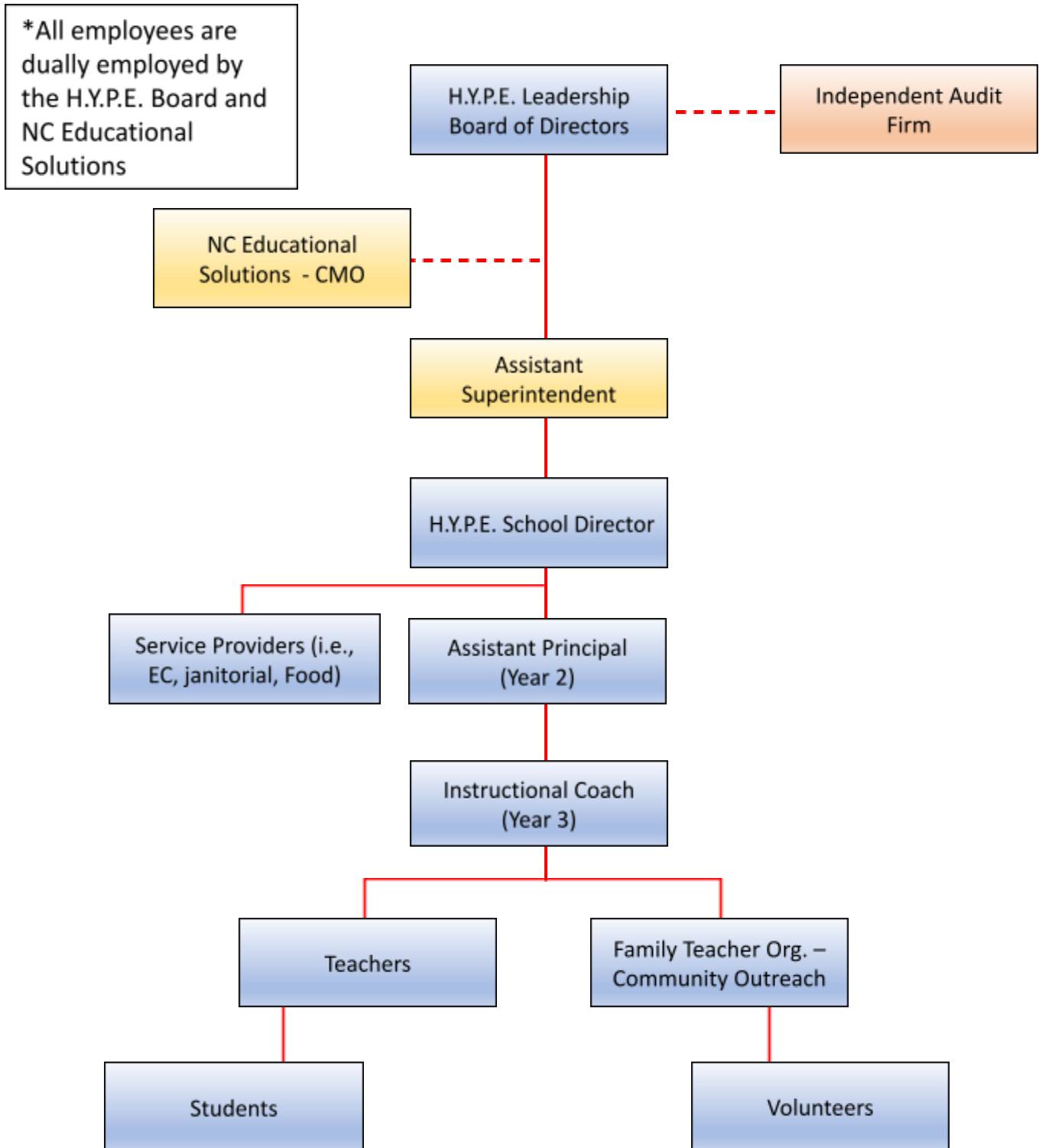
Times	Monday	Tuesday	Wednesday	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:20	Block 1	Block 1	Block 1	Block 1	Block 1
9:20 -10:20	LiM PBL Block	LiM PBL Block	LiM PBL Block	LiM PBL Block	LiM PBL Block
10:20 - 11:40	Block 2	Block 2	Block 3	Block 2	Block 3
11:40 -	Recess	lunch	Lunch	lunch	Lunch
12:10 - 12:40	lunch	Recess	Recess	Recess	Recess
12:40 - 2:00	Block 3	Block 3	Block 3	Block 3	Block 3
2:00 - 3:00	Electives	Electives	Electives	Electives	Electives
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Times	Wednesday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	7:00 - 7:15	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	7:20 - 8:00	Core teachers PLC
7:50 - 9:20	Block 1		7:30 - 7:50	Doors Open/Students in
	Block 1		8:00 - 9:20	Block 1
9:20 - 9:23	Passing Period	Passing Period	9:20 - 9:23	Passing Period
9:23 - 10:53	Block 2		9:23 - 10:53	Block 2
10:53 - 10:56	Passing Period	Passing Period	10:53 - 10:56	Passing Period
10:56 - 11:41	1/2 Block 3		10:56 - 11:41	1/2 Block 3
11:41 - 12:29	Lunch		11:41 - 12:29	Lunch
12:29 - 1:14	1/2 Block 3		12:29 - 1:14	1/2 Block 3
1:14 - 1:17	Passing period		1:14 - 1:17	Passing period
1:17 - 2:50	Block 4		1:17 - 2:50	Block 4

Times	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open
7:50 - 9:20	Block 1	Block 1
9:20 - 9:23	Passing Period	Passing Period
9:23 - 10:53	Block 2	Block 2
10:53 - 10:56	Passing Period	Passing Period
10:56 - 11:41	1/2 Block 3	1/2 Block 3
11:41 - 12:29	Lunch	Lunch
12:29 - 1:14	1/2 Block 3	1/2 Block 3
1:14 - 1:17	Passing period	Passing period
1:17 - 2:50	Block 4	Block 4



H.Y.P.E Leadership Academy – Organizational Chart





0 FAYETTEVILLE RD | RAEFORD, NC, 28376
PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

Vision

We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- **Respect** – *regard for themselves, others, and their communities*
- **Responsibility** – *ownership for their actions/decisions and empowered to lift others*
- **Resourcefulness** – *the ability to utilize their resources to solve problems*
- **Resilience** – *being able to persevere through repeated challenge*
- **Servant Leader** - *leading by example, lifting self and others*



H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*



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Beliefs	<p>We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.</p> <p>We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p> <p>We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.</p> <p>We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.</p> <p>We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>
Mission Statement	<p>H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.</p>
Goal Overview	<p>H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.</p>
Performance Goal 1	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.</p>



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
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<p>Rationale Goal 1</p>	<p>Why is this goal important? <i>According to Tony Wagner's article Rigor Redefined, "Yesterday's answers won't solve today's problems." Excellence can be described as being better tomorrow than today and our students will strive to be better tomorrow and continue through their future in all areas core, elective pathways, and extracurricular. The assessments will show the students where they are today so they can devise plans and make future goals. They are not only attempting to build on their previous successes, but also to contend with their peers, who are their future competitors. Possessing an attitude of excellence in all endeavors developed alongside their leadership education will bring them success throughout their lives.</i></p>
<p>Performance Indicators Goal 1</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● Students will demonstrate proficiency with a 3 or higher on the EOG and EOC assessments as measured by the State Board of Education. <ul style="list-style-type: none"> ○ Beginning of Grade 3rd grade ELA ○ End of Grade 3 - 8 ELA ○ End of Grade 3 - 8 Math ○ End of Grade 5, 8 Science ○ End of Course NC Math 1 ○ End of Course English II ○ End of Course NC Math 3 ○ End of Course Biology ● 85% of K-8 students in Math and ELA will demonstrate growth from beginning of year benchmarks to end of year benchmarks ● 70% of third grade students will meet their Read to Achieve Grade 3 Benchmark as measured by the State Board of Education. ● HS Students will demonstrate post-secondary readiness through growth as measured by the ACT and Workkeys exams. 80% of students will meet or exceed NC DPI's benchmark score. ● Students will demonstrate a 4-year 80% graduation rate and a 5-year 90% graduation rate.
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<p>Performance Indicators Goal 3</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>



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Vision

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- **Respect** – *regard for themselves, others, and their communities*
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Mission Statement	<p>H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.</p>
Goal Overview	<p>H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.</p>
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	<ul style="list-style-type: none">• H.Y.P.E. Leadership Academy will provide opportunities to engage families in the school program.
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Vision

We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- **Respect** – *regard for themselves, others, and their communities*
- **Responsibility** – *ownership for their actions/decisions and empowered to lift others*
- **Resourcefulness** – *the ability to utilize their resources to solve problems*
- **Resilience** – *being able to persevere through repeated challenge*
- **Servant Leader** - *leading by example, lifting self and others*



H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*



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Beliefs	<p>We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.</p> <p>We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p> <p>We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.</p> <p>We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.</p> <p>We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>
Mission Statement	<p>H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.</p>
Goal Overview	<p>H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.</p>
Performance Goal 1	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.</p>



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<p>Rationale Goal 1</p>	<p>Why is this goal important? <i>According to Tony Wagner's article Rigor Redefined, "Yesterday's answers won't solve today's problems." Excellence can be described as being better tomorrow than today and our students will strive to be better tomorrow and continue through their future in all areas core, elective pathways, and extracurricular. The assessments will show the students where they are today so they can devise plans and make future goals. They are not only attempting to build on their previous successes, but also to contend with their peers, who are their future competitors. Possessing an attitude of excellence in all endeavors developed alongside their leadership education will bring them success throughout their lives.</i></p>
<p>Performance Indicators Goal 1</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● Students will demonstrate proficiency with a 3 or higher on the EOG and EOC assessments as measured by the State Board of Education. <ul style="list-style-type: none"> ○ Beginning of Grade 3rd grade ELA ○ End of Grade 3 - 8 ELA ○ End of Grade 3 - 8 Math ○ End of Grade 5, 8 Science ○ End of Course NC Math 1 ○ End of Course English II ○ End of Course NC Math 3 ○ End of Course Biology ● 85% of K-8 students in Math and ELA will demonstrate growth from beginning of year benchmarks to end of year benchmarks ● 70% of third grade students will meet their Read to Achieve Grade 3 Benchmark as measured by the State Board of Education. ● HS Students will demonstrate post-secondary readiness through growth as measured by the ACT and Workkeys exams. 80% of students will meet or exceed NC DPI's benchmark score. ● Students will demonstrate a 4-year 80% graduation rate and a 5-year 90% graduation rate.
<p>Performance Indicators Goal 2</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.</p>



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<p>Rationale Goal 2</p>	<p>Why is this goal important? <i>Our mission is to instill leadership values into the fiber of our curriculum both in and out of the classroom, causing our students to make the best possible choices not only impacting positive interpersonal relationships but developing a lifestyle of excellence resulting in overall student achievement. According to Thomas Lickona, Ph.D. & Matthew Davidson, Ph.D., the authors of "A Report to the Nation, Smart and Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond," developing the 8 strengths of character, empowers students to make responsible personal choices that contribute to continuous self-development, a healthy lifestyle, and a positive future. Attainment of such skills found in our pillars, will better prepare our students for success in life. These findings align to the research and programming found in Steven Covey's Leader in Me (LiM) curriculum for schools. The LiM program is founded on the philosophy they explain as, "many people equate leadership with a formal position of authority. But we believe anyone can be a leader by intentionally leading one's own life (leading self) and working well with and encouraging the greatness in others—whether family, friends, neighbors, or colleagues (leading others)." These beliefs being taught from a young age and throughout formative years will set students on trajectory for success in life.</i></p>
<p>Performance Indicators Goal 2</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● Leader in Me curriculum blocks are evident in the daily and weekly instructional schedules. ● Leader in Me paradigms are evident throughout the school with common language in both written and spoken communication. ● Staff training in the Leader in Me paradigms are embedded throughout each school year as evidenced in professional development training and learning communities.
<p>Performance Indicators Goal 3</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>



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<p>Rationale Goal 3</p>	<p>Why is this goal important? H.Y.P.E. Leadership Academy understands that as the need for postsecondary credentials in the workforce increases, students graduating from TJR Leadership Academy must demonstrate skills to improve their transition from high school toward their postsecondary goals. The educational program, by design, prepares students for postsecondary opportunities through a chosen pathway in entrepreneurship, athletics, and college preparatory. The pathways will grow their leadership capacity while providing specific opportunities in CTE, dual enrollment, and community service projects supporting success in entering the workforce. Based on research from Mark Toner, 2021, "How High School Pathway Programs Help Students get on the Right Track" and Georgia Heyward, 2019, "Schools Lead the Way but the System Must Change: Rethinking Career and Technical Education", utilizing career pathways at the high school level offers an efficient approach to education that provides the skills, knowledge, and community connections necessary within a specific area for students to be successful in their postsecondary choices and ultimately bringing success in life.</p>
<p>Performance Indicators Goal 3</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy Pathways are visible throughout the program including course offerings, graduation requirements, documented in student transcripts, and in information shared about the school. ● H.Y.P.E. Leadership Academy Pathways provide engagement for students in project based learning aligned to community service projects and/or programs as evidenced by community partnerships in all 3 pathways. ● H.Y.P.E. Leadership Academy will utilize the techniques from Teach Like a Champion to create a learning environment focused on engaged academics - behavior and culture developed through common language, shared understanding as evidenced in professional development, learning communities and visible in classroom observations.



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<p>Performance Indicators Goal 4</p>	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>H.Y.P.E. Leadership Academy will recruit and retain a community of committed students, families, and high-quality staff members who will engage in achieving our mission and vision to produce individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p>
<p>Rational Goal 4</p>	<p>Why is this important?</p> <p><i>The success of H.Y.P.E. Leadership Academy and the attainment of our mission is directly related to the commitment of its community. According to the National Resource Center on Charter School Finance & Governance, "A high caliber of parents and teachers who assume active roles as parent involvement facilitators is one key to success." They also explain that "dedicated parents and teachers provide the human capital to make things happen for the school. Having parents and teachers who are determined to keep motivation high and ensure plans are implemented is essential. This is not limited to a single well-intentioned individual; collaboration and ongoing communication between parents and teachers are required to create a sense of community." We need students, parents, and staff members that are invested in the school and ultimately the student's learning. They need to feel that they have a place at the school and are accountable for the success of the individual students and the school as a whole. This accountability and belonging will in turn create a commitment to the success and fulfillment of our mission from students, parents, and staff members.</i></p>
<p>Performance Indicators Goal 4</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy enrollment will produce and maintain sufficient funding to meet the Board of Directors' approved yearly budget. ● H.Y.P.E. Leadership Academy will be fiscally responsible by being able to demonstrate sound financial management through third party audits. ● H.Y.P.E. Leadership Academy will meet a high level of student, family, and faculty satisfaction —as measured through annual stakeholder surveys. ● H.Y.P.E. Leadership Academy will build and maintain a minimum of 3 community partnerships as measured by partnership agreements.



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Step 1: Identify Students for Tier II Interventions

- Students two or more grade levels behind on i-Ready *may* begin to receive Tier II push in taught by MTSS teachers
- Classroom interventions should be put into place for students demonstrating academic gaps

Step 2: Measure Progress

Use pre and post-test data from Tier II push in and/or classroom monitoring data

Student Makes Adequate Progress

MTSS Teacher may continue Tier II push in or exit the student from that tier (tier placement is fluid). Student can also continue to receive classroom interventions.

Student Does Not Make Adequate Progress

Classroom teacher & MTSS teacher continues to provide Tier II interventions OR recommends student for Tier III interventions. Data must support.

Step 3: Student Receives Tier III Interventions

- Parent Meeting Held, RE-2 Forms Signed, Screenings Conducted
- Student receives more intensified interventions (1-on-1 to 1-on-3 pullouts, and with classroom teacher)

Student Does Not Make Adequate Progress

-Based on all data from screenings and Tier III interventions, MTSS team *may* refer student to EC program

Step 4: Referral to EC Program

-MTSS team, along with EC Director, fills out EC referral form with all relevant data and submits portfolio (including signed RE-2 forms, screening data, observation notes)

DRAFT

H.Y.P.E. LEADERSHIP ACADEMY MTSS FRAMEWORK (ACADEMICS)

Each level of intervention (tier) **must** include the following considerations:

- *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*





H.Y.P.E. Full Day Professional Development Schedule

Date	Topic	Instructor	Link(s)	Materials Needed
8/11	<ul style="list-style-type: none"> ● Charter Schools Intro - Q&A ● The Leader in Me Intro - Books, Background ● Teach Like a Champion Intro - Books, Background ● Administration - Handbooks, Schedules, Hours, Extended Day, Dress Code, Chain of Command ● SchoolNet/PowerSchool Log In and Uses ● School Tours ● Start setting up 5 days of emergency sub plans for admin 	Head of School, guest speakers,		
8/12	<ul style="list-style-type: none"> ● LiM Training ● Grade Band Break-outs for Lunches ● Classroom Time ● Continue setting up 5 days of emergency sub plans for admin 	Head of School, Guest Speakers, LiM trainers		
8/13	<ul style="list-style-type: none"> ● LiM Training ● By Subject Break-outs for Lunches ● Classroom Time 	Head of School, Guest Speakers, LiM Trainers		



	<ul style="list-style-type: none"> Start setting up 5 days of emergency sub plans for admin 			
8/14	<ul style="list-style-type: none"> LiM Training By Teaching Experience Break-outs for lunch Classroom Time Continue setting up 5 days of emergency sub plans for admin 	Head of School, Guest Speakers, LiM Trainers		
8/15	<ul style="list-style-type: none"> LiM grade level break outs for project planning Teach Like a Champion - Model lessons, Non-negotiable #1 Grade Band Training for Instructional Strategies Digital Tools MTSS TLAC non-negotiables #2 Classroom Time Submit 5 days of emergency lessons (print outs in folders) to admin 	Head of School, Guest Speakers, TLAC Trainers from sister school, MTSS trainer		
8/18	<ul style="list-style-type: none"> HMH Curriculum Training in Grade Bands and subject level Charter School Pillars/Mission/Focus Data Informed Instruction Students as leaders LiM Project Time 	Head of School, guest speakers		



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	<ul style="list-style-type: none"> • TLAC non-negotiable #3 • Must Sees in classroom Daily (date, Agenda, Standard, I Can Statements) • Classroom Time 			
8/19	<ul style="list-style-type: none"> • Instructional Components (pacing guides, scope & Sequence, common digital tools/resources, & alignment with LiM) • North Carolina Standard Course of Study and HMH • LiM Project Block • Open House 	Head of School, guest speakers		
8/20	<ul style="list-style-type: none"> • Final LiM Project Preparation for first 3 weeks • Final Curriculum Review (HMH, LiM, TLAC, Common Instructional strategies, SchoolNet, Data, Student Leaders, grade-band appropriate formative assessment tools) 	Head of School, peers		
8/21	<ul style="list-style-type: none"> • Final School-Wide Culture Review (MTSS, AIG, Pillars, Common language, LiM blocks, TLAC, Transitions, Noise expectations, Signage, Leadership Pathways, 			



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	<p>Extended Day opportunities, Community service opportunities)</p> <ul style="list-style-type: none"> • Classroom Time 			
8/22	<ul style="list-style-type: none"> • Classroom Time • Admin available for questions 			
8/25	<ul style="list-style-type: none"> • Classroom preparations for first day of school tomorrow • Final School Prep (welcome banners, balloons, music, committees, teacher placements) • Final Technology check-ins 			
9/26	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • Digital Tools • LiM updates and check-ins • Community Service/Partnerships 			
10/27	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • LiM updates and check-ins • Instructional Strategies • Using Data to Inform Instruction with break outs 			



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11/24	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • LiM updates and check-ins • Subject-Specific Rotations for Standard Mastery • Grade-Specific Rotations for LiM project presentations day 			
2/9	<ul style="list-style-type: none"> • TLAC - 1 technique to focus o this ninth • LiM updates and check-ins • Subject-specific Rotations for LiM project presentations day • EOY Testing Preparation Notes 			
3/17	<ul style="list-style-type: none"> • LiM Leadership Day - Conference 			
6/9-10	<ul style="list-style-type: none"> • Close out day 			



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Weekly Professional Learning Community (PLC) Schedule

Month	Week #	Topic	Link(s)	Materials Needed
September	1	Leader In Me		
	2	Standards		
	3	Data/Testing		
	4	MTSS		
October	1	The 4 Pillars		
	2	Behavior		
	3	SEL		
	4	MTSS		
November	1	Leader In Me		
	2	Standards		
	3	MTSS		
December	1	Data/Testing		
	2	4 Pillars		
January	2	Behavior		
	3	SEL		
	4	MTSS		

February	1	The Leader in Me		
	2	Standards		
	3	Data/Testing		
	4	MTSS		
March	1	Behavior		
	2	SEL		
	3	The Leader in Me		
	4	MTSS		
April	1	Standards		
	2	Data/Testing		
	3	MTSS		
May	1	SEL - summer concerns?		
	2	The Leader in Me Close out for the Year		
	3	Standards Mastery Expectations for EOG/EOC's		
	4	MTSS Close out for the year		

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement is made and entered into as of the ____ day of _____, 2023, by and between NC Educational Solutions, (hereafter referred to as “NCES”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and H.Y.P.E. Leadership Academy, Inc. (“Academy”) by and through its Board of Trustees (“Academy Board”) formed under North Carolina General Statute 115C-238.29 et. Seq. (the “Authorizing Law”) located in North Carolina.

The following is a recital of facts underlying this Agreement:

The Academy is a public-school academy, organized under the Authorizing Law. The Academy has been issued a charter contract (the “Contract”) by the North Carolina State Board of Education (“Authorizer”) to organize and operate a public-school academy, with the Authorizer as the authorizing body. The Authorizing Law permits a public-school academy to contract with persons and entities for the operation and management of the public-school academy.

NCES specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. NCES’s products and services are designed to serve the needs of a diverse student population.

The Academy and NCES desire to create an enduring educational partnership, whereby the Academy and NCES will work together to bring educational excellence and innovation to the Hope Mills, North Carolina area, based on NCES’s school design, comprehensive educational program, institutional principles and management methodologies.

To implement an innovative educational program at the school, the parties, desire to

establish this arrangement for the management and operation of certain Academy educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I

TERM

This Agreement shall become effective on July 1, ____ and shall cover __ academic years, with the entire term to end on June 30, _____.

ARTICLE II

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the Authorizer to organize and operate a Charter School situated in North Carolina. The Academy is therefore authorized by the Authorizer to supervise and control such an academy and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts with NCES to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Academy's authorizing documents. NCES shall comply with all terms and conditions of the Contract to the extent NCES is performing services on behalf of the Academy.

C. Status of the Parties. NCES is a for-profit corporation and is not a division or a part of

the Academy. The Academy is a corporate and governmental entity authorized by the Authorizing Law and is not a division or part of NCES. The relationship between NCES and the Academy is based solely on the terms of this Agreement.

D. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of NCES shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, NCES and its employees are designated as agents of the Academy for the limited purpose of allowing them access to educational records under the federal Family Educational Rights and Privacy Act. NCES will be solely responsible for its acts and the acts of its agents, employees, and subcontractors.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR

In consideration of the management fee paid by the Academy, NCES shall perform the following:

A. Responsibility. NCES shall be responsible, and accountable to the Academy, for the management, operation and performance of the Academy as measured by the progress toward goals set forth and agreed upon by the Academy Board.

B. Educational Program. The educational program and the program of instruction shall be designed by NCES in cooperation with the Academy, and may be adapted and modified from time to time with prior Board approval and in conjunction with the Contract amendment process established by the Authorizer, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest

of continuous improvement and efficiency, and that the Academy and NCES are interested in results and not in inflexible prescriptions.

It is understood by NCES and the Academy that the Board measures educational performance and growth towards mission-specific goals, including academic, financial, and overall. It is also understood that the NC public metric of measurement is the State designated assessment and that growth towards and comparison of The Academy to (1) the composite district, (2) NC averages, and (3) high-performing peers benchmarks is the desired goal. NCES in cooperation with the Academy will work toward the attainment of these educational, operational, and performance metrics.

C. **Strategic Planning.** NCES shall help design strategic plans for the continuing educational and financial benefit of the Academy.

D. **Public Relations.** NCES shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and its Board.

E. **Special Functions.** The services NCES will provide the Academy include, but are not limited to the following:

Operational Public School Academy Services

1. Financial
 - * Develop salary schedules
 - * Select benefit packages
 - * Determine retirement options

2. Educational Planning
 - * Implement educational program based on developing college and career readiness in all students K-12 in the 21st Century. H.Y.P.E. Leadership Academy will produce self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community through paradigms in the Leader in Me habits of success. Academic Excellence will be implemented through research-based best practices as designed by Doug

Lemov's Teach Like a Champion. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals. Career Pathways will produce student leaders who are disciplined to work towards a future in entrepreneurship, athletics, or college preparation.

*Provide structure, training and supervision of implementation of the entire educational program from designating appropriate staff, designing supplemental programs such as intervention, support, EC, arts, extracurricular etc., selecting resources determining implementation requirements, and providing guidance and feedback to the Academy.

*Supervise and assist in writing of all State and required educational reporting.

*Provide in cooperation with Academy's expansion needs or updates a curriculum framework aligned to the State and Common Core standards and benchmarks.

*Provide assessment structures used to ensure growth and attainment of student achievement metrics.

3. Facility Procurement & Development
 - * Identify and secure site for development
 - * Secure funding mechanism for purchase and construction
 - * Facilitate design, completion and occupancy of facility
4. Staff Development
 - * Workshops and seminars
 - * Professional Growth activities
5. Problem Solving
 - * Personnel issues
 - * Conflict resolution
 - * Student/parent/teacher issues
6. Compliance Issues
 - * Membership reports
 - * Annual reports
 - * Annual audits
7. Equipment/Furniture
8. Contracted Services (as needed)
 - * Maintenance (building)
 - * Cleaning supplies/equipment
 - * Painting
 - * Playground equipment

Assets provided, or caused to be provided, to the Academy by NCES with funds NCES has

received from sources other than the Academy under Article V shall remain the property of NCES or the providing entity unless agreed in writing to the contrary. All acquisitions made by NCES for the Academy with funds NCES has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided by applicable law, to adopt written policies governing the procurement of supplies, materials, and equipment. If NCES purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, NCES shall comply with all applicable laws.

- F. **Subcontracts.** NCES reserves the right to subcontract all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. NCES, shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board. Any subcontractors that NCES enters with respect to bond-financed facilities will also comply with the Revenue Procedure as well as the NC School Code.
- G. **Place of Performance.** NCES reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by state or local law.
- H. **Student Recruitment.** NCES and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Academy's Contract

and in compliance with the Authorizing Law and other applicable law.

- I. **Legal Requirements.** NCES shall assist in providing educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Authorizing Law and the Academy's Contract, unless such requirements are, or have been waived.
- J. **Rules and Procedures.** NCES shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- K. **School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Academy's Contract. Each year NCES and the Academy Administration will recommend a school calendar consistent with the law to be approved by the Academy Board.
- L. **Additional Grades and Student Population.** NCES in connection with the Academy Administrator shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Academy shall exercise good faith in considering the recommendations of NCES and the Academy Administrator including, but not limited to their recommendations concerning polices, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. NCES does understand all these decisions remain the responsibility of the Academy Board and may not be delegated directly to NCES.

ARTICLE V

FINANCIAL ARRANGEMENTS

- A. **Compensation for Services.** During the term specified in Article I, the Academy shall pay NCES a capitation fee of an amount equal to ten (10%) percent, based upon all the state and local funds received by the Academy that the State of North Carolina determines the Academy is entitled to receive pursuant to the Authorizing Law, for the students enrolled in the Academy (“SSA”). The SSA may change according to overall changes in the student allocations by the State of North Carolina. The SSA may change according to overall changes in the student allocations by the State of North Carolina.
- B. **No Related Parties or Common Control.** NCES will not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights, including cancellation rights, under this Agreement. It is agreed between the Academy and NCES that none of the voting power of the governing body of the Academy will be vested in NCES or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of NCES will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and NCES will not employ the same individuals. Further, the Academy and NCES will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.
- C. **Payment of Costs.** In addition to the fee described in this Section, the Academy shall reimburse NCES for all costs incurred and paid by NCES in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this

Agreement, at the Academy provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of NCES employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, NCES shall not charge an added fee. The Academy shall not reimburse NCES for any costs incurred or paid by NCES because of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII and XIII of this Agreement. The Academy Board may pay or reimburse NCES for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to NCES for the fees or expenses associated with the Academy's operation if documentation for the fees and expenses are provided for Academy Board ratification.

- D. Time and Priority of Payments.** The fee due to NCES shall be calculated for each school year at the same time as the State of North Carolina calculates the funding for public school students, and adjustments to such calculation shall occur at the same time as the State of North Carolina adjusts the funding for public school students. NCES shall receive its fee as calculated pursuant to the preceding sentence in twelve (12) installments beginning in August of each school year and ending in July of each school year. Payments due and owing to NCES shall be made by the Academy to NCES on or before the last day of each month.
- E. Other Revenue Sources.** To supplement and enhance the school aid payments received

from the State of North Carolina, and improve the quality of education, the Academy and NCES shall endeavor to obtain revenue from other sources. In this regard:

- (1) The Academy and/or NCES shall solicit and receive grants and donations consistent with the mission of the Academy.
- (2) Academy and/or NCES may apply for and receive grant money, in the name of the Academy subject to the prior approval of the Board.
- (3) To the extent permitted under the Code and approved by the Authorizing Board, NCES may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs. NCES and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of NCES conducting such programs, less expenses to the Academy caused by such programs, if not prohibited by law.

F. Other Institutions. The Academy acknowledges that NCES may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). NCES shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If NCES incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then NCES, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the

parties. All grants or donations received by the Academy or by NCES for the specific benefit of the Academy, shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of NCES.

G. Reporting. NCES shall provide the Academy with:

- (1) All information the Academy's auditor's reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the Authorizer or the State of North Carolina.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor NCES's educational performance and the efficiency of its operations of the Academy.

H. Access to Records. NCES shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of NCES, and, unless required by law to be retained for a longer period, retain all said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Authorizing Law and shall be physically stored at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the applicable laws of North Carolina. NCES and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law.

I. Review of Budget. The Academy Board shall be responsible for reviewing, revising, and

approving the annual budget of the Academy.

J. Annual Audit. The Academy Board shall select, retain, and pay for an annual financial audit in accordance with the Contract and applicable state law. NCES shall cooperate with said auditor and will make sure that all Academy's financial records and NCES records related to the Academy will be made available to the independent auditor.

K. Payment of Academy Funds. NCES shall not be a signatory on any Academy Board account. All interest earned on Academy depository accounts shall accrue to the Academy.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract, and Academy Board policies, NCES shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and NCES agree that NCES has all the rights, discretion and authority required by law to constitute an "employer" as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to have NCES personnel placed elsewhere by NCES if the Academy is dissatisfied with their performance.

B. Principal. Because the accountability of NCES to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the principal will be an employee of NCES and NCES will have the authority, consistent with state law, to select and supervise the principal and to hold him or her accountable for the success of the Academy. The employment contract with the

principal, and the duties and compensation of the principal shall be determined by NCES with the consent of the Academy Board. The Principal and NCES, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

- C. **Teachers.** Subject to the Contract and Academy Board policies, and from time to time thereafter, NCES shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. NCES shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, in the discretion of NCES, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by NCES. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Authorizing Law and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Authorizing Law for teachers who are employees of the Academy.
- D. **Support Staff.** NCES shall recommend number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the principal, a bookkeeping staff, maintenance personnel, and the like.

E. Employer of Personnel. Except as specified in this Agreement, personnel performing functions on behalf of the Academy shall be employees of NCES except for the teachers who will be jointly employed by NCES and The Academy Board in accordance with North Carolina state law. For these purposes the hiring and terminating decisions of the teachers will reside with the Academy Board. Compensation of all employees of NCES shall be paid by NCES. For purposes of this Agreement, “Compensation” shall include salary, fringe benefits, and state and federal tax withholdings. NCES shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General’s opinion, NCES shall not make payments to the North Carolina Public School Employees’ Retirement System or any other public retirement system on behalf of its employees. NCES shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public-school academy under the Authorizing Law.

F. Training. NCES shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall at a minimum utilize NCES’s teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Authorizing Law. Non-instructional personnel shall receive such training as NCES determines as reasonable and necessary under the circumstances.

ARTICLE VII

ADDITIONAL PROGRAMS

A. **Additional Programs.** The services provided by NCES to the Academy under this Agreement consist of the Education Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, NCES may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where NCES is responsible for the cost of providing such additional programs to the extent permitted by the code, NCES and the Academy will split, in a proportion agreed upon by the parties in advance of NCES conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs.

B. **Food Service and Transportation.** NCES will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a catered lunch program under the normal school lunch program.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. **Termination By NCES.** NCES may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach with sixty (60) days after notice from NCES. A material breach may include, but is not limited to, failure to make payments to NCES as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of NCES.

B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term if NCES should fail to remedy a material breach within sixty (60) days after notice from the Academy. Material breach may include, but is not

limited to, violation of this Agreement, violation of Academy's Contract with the University Board, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards.

C. **Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.

D. **Effective Date of Termination.** If this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances, the termination will become effective at the end of the current fiscal year following the notice of termination.

E. **Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this agreement, whether with or without cause, NCES shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at NCES's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the

building owner.

ARTICLE IX

PROPRIETARY INFORMATION

- A. **Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by NCES at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. NCES owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by NCES, curriculum and educational materials developed by NCES not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. NCES and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and NCES each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. NCES's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.
- B. **Required Disclosure.** The Academy Administrator shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided by the Authorizing Law,

notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X

INDEMNIFICATION

A. Indemnification. To the extent permitted by law, the Academy shall indemnify and save and hold NCES and all if its employees, officers, directors, subcontractors, and agents (collectively “NCES Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by NCES or any of its NCES employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse NCES for all legal expenses and costs associated with the defense of any such claim, demand, or suit.

NCES shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Academy or any of its Academy Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by NCES with any agreements, covenants, warranties, or undertakings of NCES contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, NCES shall reimburse the Academy

for all legal expenses and costs associated with the defense of any such claim, demand, or suit.

NCES agrees that it is not entitled to and will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Academy buildings and will not take any other tax position that is inconsistent with being a service provider to the Academy.

ARTICLE XI

INSURANCE

NCES shall secure and maintain insurance coverage as required by applicable law and the Contract. The Academy shall maintain insurance coverage in the amounts required by the Contract. The Academy shall also maintain such insurance as shall be necessary to indemnify NCES as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. NCES shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. NCES will list the academy as an additional insured name.

ARTICLE XII

WARRANTIES AND REPRESENTATIONS

The Academy and NCES each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and NCES mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge,

threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII

MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces all prior agreements and understanding between the Academy and NCES.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party, with a copy to:

H.Y.P.E. Leadership Academy
Hope Mills, NC 28376
Attn: Board Chair

NC Educational Solutions.
Corporate Headquarters
7877 Stead Street
Utica, Michigan 48317
Attention: William Kneer

Davis Burket Savage Listman Brennan
10 N. Main Street
Suite 401
Mt. Clemens, MI 48043
Attention: John L. Burket

- D. **Severability.** The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this

Agreement.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services.
- G. Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- I. Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of North Carolina.
- K. Indemnification.** No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of H.Y.P.E. Leadership Academy shall involve or be secure by the faith, credit, or taxing power of the State of North Carolina or its political subdivisions.

The parties have executed this Agreement as of the day and year first above written.

NC EDUCATIONAL SOLUTIONS.

H.Y.P.E. LEADERSHIP

ACADEMY

BY: William Kneer

ITS: Vice President

DATE: _____

BY:

ITS: President

DATE: _____

DRAFT



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE - LEADERSHIP.ORG

H.Y.P.E. Leadership Academy NC Standard Scope and Sequence Math Pacing Guide Grade 1			
Quarter 1			
August 27	September	October 24	
NC.1.OA.1	NC.1.OA.1, NC.1.OA.5, NC.1.OA.6 NC.1.OA.4, NC.1.OA.7	NC.1.OA.2, NC.1.OA.3, NC.1.OA.6, NC.1.OA.7 NC.1.OA.4	
Quarter 2			
October 29	November	December	January 10
NC.1.OA.4 NC.1.OA.6, NC.1.OA.8	NC.1.OA.1, NC.1.OA.2, NC.1.OA.3, NC.1.OA.4	NC.1.MD.4 NC.1.NBT.2	NC.1.NBT.1, NC.1.NBT.2
Quarter 3			
January 13	February	March 13	
NC.1.NBT.2, NC.1.OA.7 NC.1.NBT.4, NC.1.NBT.5, NC.1.NBT.6	NC.1.NBT.4 NC.1.NBT.6 NC.1.OA.6 NC.1.G.1, NC.1.G.2	NC.1.G.1 NC.1.G.2 NC.1.G.3	
Quarter 4			
March 18	April	May	June 6



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 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
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NC.1.MD.1 NC.1.MD.2	NC.1.MD.3	NC.1.MD.5	NC.1.MD.5
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H.Y.P.E. Leadership Academy NC Standard Scope and Sequence Science Pacing Guide Grade 5			
Quarter 1			
August 27	September	October 24	
N/A scientific method	5.P.2.1 5.P.2.2	5.P.2.3 5.P.3.1 5.P.3.2	
Quarter 2			
October 29	November	December	January 10
5.P.3.2	5.E.1.1 5.E.1.2	5.E.1.3 5.L.1.1	5.L.1.2
Quarter 3			
January 13	February	March 13	
5.P.1.1	5.P.1.2 5.P.1.3 5.P.1.4	5.L.2.1	
Quarter 4			
March 18	April	May	June 6



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5.L.2.2	5.L.2.3 5.L.3.1	5.L.2.2 EOG Bootcamp	
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H.Y.P.E. Leadership Academy NC Standard Scope and Sequence Science Pacing Guide Grade 8			
Quarter 1			
August 27	September	October 24	
N/A Science Inquiry	8.P.1.1 8.P.1.2	8.P.1.3 8.P.1.4	
Quarter 2			
October 29	November	December	January 10
8.P.2.1	8.P.2.2 8.E.2.1 8.E.2.2	8.L.4.1 8.L.4.2	8.E.1.1
Quarter 3			
January 13	February	March 13	



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
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8.E.1.2 8.E.1.3	8.E.1.4 8.L.3.1 8.L.3.2	8.L.3.3 8.L.5.1	
Quarter 4			
March 18	April	May	June 6
8.L.5.2	8.L.1.1 8.L.1.2	8.L.2.1 EOG BootCamp	

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: Jonathan Charleston
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom
 - Michael Burns – Via Zoom
 - Bradford Gaddy – Via Zoom
 - Robert “Jason” Poole – Via Zoom
 - Brandon Price – Via Zoom
 - Dr. Kendra Whitney – Via Zoom
 - _____

- ❖ 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: Jay Sharpe – Sharpe Patel PLLC
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom
 - Michael Burns – Via Zoom
 - Bradford Gaddy – Via Zoom
 - Robert “Jason” Poole – Via Zoom
 - Brandon Price – Via Zoom
 - Dr. Kendra Whitney – Via Zoom
 - _____

- ❖ If contracting with a CMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.
 - Name of the Contact for Selected CMO: Will Kneer
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom

Certification

I, Alberta Lampkins, as Board Chair, certify that each Board Member has reviewed and participated in the selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Signature Alberta Lampkins

Date 04/25/2023

H.Y.P.E. Leadership Academy OFFICIAL HIGH SCHOOL TRANSCRIPT

STUDENT INFORMATION	SCHOOL INFORMATION
FULL NAME: ADDRESS: PHONE NUMBER: EMAIL ADDRESS: DATE OF BIRTH: PARENT/GUARDIAN	NAME: ADDRESS: PHONE NUMBER: EMAIL ADDRESS:

ACADEMIC RECORDS

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SCHOOL YEAR:	GRADE LEVEL: 12th																								
<i>Course Title:</i>	<i>Credits Earned</i>	<i>Final Grade</i>																							
Total Credits:	GPA:																								

ACADEMIC SUMMARY Cumulative GPA: Credits Earned: Diploma Earned: Graduation Date:	GRADING SCHEDULE 90 - 100 = A 80 - 89 = B 70 - 79 = C 60 - 69 = D 59-BELOW = F	NOTES: *= **= ***=
--	--	--

I do hereby self-certify and affirm that this is the official transcript and record of _____ in the academic studies of ____ - ____

Signature:

Title:

Date:

H.Y.P.E. Leadership Academy

Investment Summary Map

Workshop Participants: 20
Students: 300

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Annual Membership	5,500.00	5,500.00	5,500.00	5,500.00
Leader in Me Core	\$28,016.80	\$15,278.04	\$15,278.04	
Impact Journey				\$7,200.00
Materials	\$3,122.10			
Total Investment	\$36,638.90	\$20,778.04	\$20,778.04	\$12,700.00
Average Annual Student Investment	\$122.13	\$69.26	\$69.26	\$42.33

Please note: In order to be an authorized Leader in Me school, Annual Membership must be purchased.

H.Y.P.E. Leadership Academy

Investment Summary Detail

YEAR 1

\$36,638.90

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 1 **\$28,016.80**

Lighthouse Team Workshop: Core 1				\$4,052.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
Lighthouse Resource Guide		\$40.00	10	\$400.00
Shipping Estimate (Actual Invoiced)				\$52.04
All Staff Workshop: 7 Habits Signature / Core 1				\$13,164.76
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	3	\$10,800.00
7 Habits Signature 4.0 Participant Guide		\$70.00	20	\$1,400.00
Core 1 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$164.76
Coaching				\$10,800.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Advance Coaching delivered by Coach		\$3,600.00	1	\$3,600.00
Implementation Coaching Subscription		\$3,600.00	2	\$7,200.00

Materials **\$3,122.10**

Student / Staff Materials				\$3,122.10
STUDENT LEADERSHIP GUIDES	Delivery Date	PRICE	QUANTITY	TOTAL
LIM Student Leadership Guides (Elementary Grades)		\$7.00	300	\$2,100.00
Teacher Editions: LIM Student Leadership Guides		\$42.00	20	\$840.00
Shipping Estimate (Actual Invoiced)				\$182.10

YEAR 2

\$20,778.04

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 2 **\$15,278.04**

Lighthouse Team Workshop: Core 2				\$3,600.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
All Staff Workshop: Core 2				\$4,478.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	1	\$3,600.00
Core 2 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$78.04
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Implementation Coaching Subscription (Bundled with Core)		\$3,600.00	2	\$7,200.00

YEAR 3

\$20,778.04

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 3				\$15,278.04
Lighthouse Team Workshop: Core 3				\$3,600.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
All Staff Workshop: Core 3				\$4,478.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	1	\$3,600.00
Core 3 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$78.04
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Implementation Coaching Subscription (Bundled with Core)		\$3,600.00	2	\$7,200.00

YEAR 4 **\$12,700.00**

Annual Membership				\$5,500.00
DESCRIPTION		PRICE	QUANTITY	TOTAL
Annual Membership		\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>				

Impact Journey				\$7,200.00
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Custom Implementation Coaching Subscription (Live)		\$3,600.00	2	\$7,200.00



H.Y.P.E Leadership Academy
Raeford, NC 28376

RE: Insurance Program Quote

Listed below are cost estimates for the insurance program for H.Y.P.E Leadership Academy. Rates are subject to change based on future market conditions and underwriting guidelines.

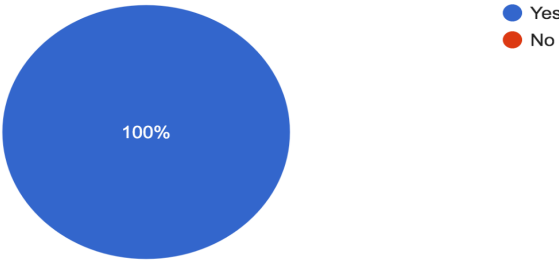
Property Coverage:	\$6150/annual
General Liability:	\$3290/annual
School Educators Legal Liability:	\$4200/annual
Hired/Non-Owned Auto Liability:	\$400/annual
Crime Coverage	\$750/annual
Workers Compensation:	\$17,925/annual
Umbrella Liability	\$8800/annual
Total Annual Cost of Insurance:	\$41,515/annual

Thank you-
Howey & Associates Insurance

INITIAL FAMILY & COMMUNITY INTEREST SURVEY RESPONSES

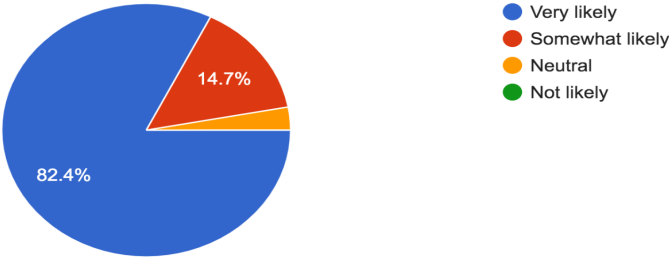
Do you think Raeford needs more public school choices, such as a tuition-free, specialized academy focused on community needs?

34 responses



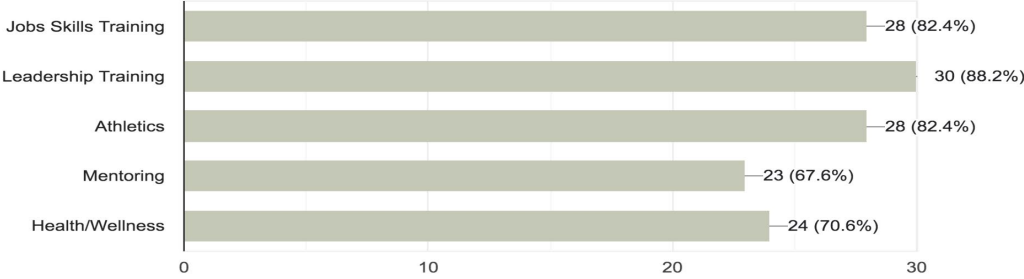
How likely would you be to enroll your student in a free, public charter school that focuses on College Preparation, Entrepreneurship, Leadership, Health/Wellness, and Athletics?

34 responses



What types of extracurriculars are you interested in for your student(s)? (select all that apply)

34 responses





NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

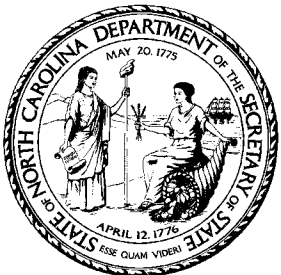
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

H.Y.P.E. LEADERSHIP ACADEMY, INC.

the original of which was filed in this office on the 20th day of February, 2023.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of February, 2023.

Elaine F. Marshall

Secretary of State

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

Principal Office Telephone Number: (910) 849-0888

Number and Street: 126 Hay Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Number and Street or PO Box: 200 Mason Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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 13 day of February, 2023.

H.Y.P.E. Leadership Academy, Inc.

Incorporator Business Entity Name


Signature of Incorporator

Gerard Falls

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.

**ADDENDUM TO ARTICLES OF INCORPORATION
OF
HYPE LEADERSHIP ACADEMY, INC.**

Item 7

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.

Item 8

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.



March 14, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and FirstHealth Moore Regional Hospital - Hoke

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and FirstHealth Moore Regional Hospital - Hoke is intended to express interest between both parties in future partnerships to include but not limited to health and wellness programming for students, student internships, student volunteer opportunities, and other activities designed to enrich both organizations community outreach and educational impact.

This MOU is an expression of interest between H.Y.P.E. Leadership Academy and FirstHealth Moore Regional Hospital - Hoke to partner in the areas described above, but it does not serve as a formal agreement between the two parties.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, The Romine Group

Date:

Sign: _____

Name: Tara Ledford

Title: Director, Communications Development, FirstHealth of the Carolinas Corporate Communications

Date:



April 27, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and Mt. Pisgah Church

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and Mt. Pisgah Church is intended to express interest between both parties in a partnership for rental of the M. Rouse Community Center, located 373 Pittman Grove Road, Raeford NC, 28376. Mt. Pisgah agrees to charge monthly rent for the 17,000 square foot facility, should the need arise for H.Y.P.E. Leadership Academy due to unforeseen circumstances regarding the construction of their facilities.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership Academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, H.Y.P.E. Leadership Academy

Date:

Sign: _____

Name: Dr. Terrence McCrimmon

Title: President of Location

Date:



04/25/2023

To Whom It May Concern:

In response to the changing climate of educational and charter management, The Romine Group is transitioning a portion of their management portfolio to that of a non-profit charter management organization named NC Educational Solutions.

If awarded the contract, NC Educational Solutions would serve as the CMO for H.Y.P.E. Leadership Academy. While The Romine Group has been in business for over 20 years and has a healthy and stable financial track record, NC Educational Solutions does not yet have any financial statements or 990 filings to share. It can be expected that NC Educational Solutions will maintain the same financials stability and viability that The Romine Group has proven capable of over the last 2 decades.

If there are any questions or concerns, please do not hesitate to reach out to me at (586) 246-7280 or at will@trgschools.com.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'W Kneer', with a long horizontal flourish extending to the right.

Will Kneer
Vice President
NC Educational Solutions
The Romine Group



Signature Page

The foregoing application is submitted on behalf of H.Y.P.E. Leadership Academy. The undersigned has read the application and hereby declares that the information contained in it is true and accurate to the best of his/her information and belief. The undersigned further represents that the applicant has read the Charter School Law and agrees to be governed by it, other applicable laws, and SBE regulations. Additionally, we understand the final approval of the charter is contingent upon successful completion of a mandatory planning year. Per SBE policy "Planning Year for New and Preliminary Charter Schools – CHTR 013, all new nonprofit boards receiving a charter must participate in a year-long planning program prior to the charter school's opening for students. The planning year provides an applicant time to prepare for the implementation of the school's curricular, financial, marketing, and facility plans. During this planning year, regular meetings are held with the Board of Directors and consultants from the Office of Charter Schools to provide information on the following topics: school opening plans, staff development, finance, governance, board training, marketing, policies and procedures, securing a school site, and hiring a school administrator. Final approval of the charter will be contingent upon successfully completing all of the planning program requirements.

Print/Type Name: Robert "Jason" Poole

Board Position: Treasurer

Signature: [Handwritten Signature]

Date: 4/27/23

Sworn to and subscribed before me this 27 day of April, 2023.

Notary Public: [Handwritten Signature]

My commission expires: July 28 2024

Official Seal:



Staff Handbook

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Table of Contents

Section 1: Staff Information, Procedures, & Responsibilities Outside the Classroom

Section 2: Staff Information, Procedures, & Responsibilities Inside the Classroom

Section 3: Special Services at H.Y.P.E. Leadership Academy

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Section 1

Staff Arrival & Departure Times

All staff members will need to arrive at school no later than 7:30 AM. Departure time is no earlier than 3:30 PM. Staff members are to dismiss their students and monitor the hallways until 3:30 PM. You are not required to punch in/out; however, it is expected that you follow these guidelines unless special arrangements have been made with the school's administrator.

Staff Dress Code

H.Y.P.E. Leadership Academy staff members are required to present themselves in a professional and neat manner at all times. It is important for us to model professional attire and good hygiene to our students. Staff members are to dress in casual attire on Mondays-Thursdays unless his/her job description requires otherwise (Dance teacher, custodial staff, etc.). The following articles of clothing are **NOT** permitted:

- Shirts exposing midriffs**
- Jeans with holes**
- Low-cut blouses**
- Muscle/tank shirts that show undergarments**
- Above finger-tips skirts**
- Shorts**
- Flips flops**
- Political or controversial statement apparel**

On Fridays, all staff members are encouraged to participate in Spirit Days, which allows staff to wear H.Y.P.E. Leadership Academy polo shirts, t-shirts, sweatshirts, jeans, and tennis shoes. Staff members may also participate in school fundraisers that allow students to “dress down” as well as dressing in costumes for a celebration.

Health Benefits

Information related to COBRA, medical/dental/vision coverage, Family Medical Leave Act, and Short-term disability for the current academic year can be found in The Romine Group's handbook. For any other questions, please contact Joe Salisbury.

Pay Day

Staff members are paid twice each month through direct deposit, or if requested, paper check. This typically takes place on the 15th and 30th. If the 15th and/or 30th of the month occurs on a weekend or holiday, the pay day will be adjusted to the previous Friday.

Staff Meetings

Staff committee meetings will be held monthly on the 3rd Thursday. Please consult the schedule of staff meetings on the 2025-2026 calendar before scheduling after-school activities.

Note: There may be additional meetings called after school as needed throughout the school year. These meetings are **mandatory** unless special arrangements have been made with the school director.

Protocol when School Director is Absent

When the School Director is absent, the building should operate as usual. Behavior problems that are immediate, that cannot be handled through the typical procedure, will be handled by the dean of students for the specified grade level. Any and all emergency medical treatment will be followed by consulting the student's emergency medical information in the main office and following up with the treatment that best fits the situation, such as calling the paramedics and parents.

Grievance Procedures for Nondiscrimination

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when they feel as though they have been discriminated against or denied equal opportunity or access to programs or services. These guidelines can be found on the following pages.

Employee Grievance Procedure

The following procedure is to be used for Employee-to-Employee grievances.

Step 1: Attempt to privately resolve grievances.

Request a face-to-face meeting with the employee with whom you have a grievance and attempt to resolve the issue. If no resolution results from this meeting, proceed to step 2. A third party may be present if agreed upon by both parties.

Step 2: Meet with School Director

Request a meeting with the school's School Director to discuss the issues. If no resolution occurs after this meeting, proceed to Step 3. The complainant and respondent must both be present at this meeting with the School Director. The School Director shall provide a written summary of the issue with information from both parties, and a written Action Plan with his/her recommendations and requirements to resolve the issue.

Step 3: Meet with Superintendent

The complainant shall submit a written detailed account of the grievance which includes supporting documentation, any policy or procedure violations, and a goal of resolution to the Superintendent. After submitting a written detailed account of the grievance including supporting documentation and meeting with the Superintendent, the complainant and/or respondent may next submit a written detailed account to the Board Chair. The complainant and respondent have the right to request an alternate Board representative be appointed if a conflict of interest can be proven between either party and the Board Chair. The complainant's written account shall in turn be shared with the respondent(s) by Superintendent within three (3) business days of receipt. The Superintendent retains the right to distribute this letter to the involved parties. Any documents provided by the complainant and respondent shall not be distributed to any third party, other than respective legal representation, as these are part of a Personnel record. The Superintendent may schedule mediation between the parties involved with the grievance. The mediator shall be screened for conflicts of interest and selected by the Superintendent/Board Chair. The mediation session shall be scheduled with a professional mediator at the time and location designated by the Superintendent/Board Chair. All appointments shall be kept by the involved parties. An agreed upon resolution reached during

the mediation session shall be signed by all parties and followed by all parties. The agreed upon, signed resolution shall be provided to the Superintendent and Board Chair. The Superintendent will determine if further action shall be taken. If no signed resolution is reached within 10 days after the mediation session the Superintendent shall proceed to Step 4.

Step 4: Presentation to the Director of People Services for The Romine Group. The director may determine the need for a hearing. If no resolution is reached during Step 3, a hearing is mandatory. This hearing shall take place within twenty-one (21) calendar days of receipt of the grievance letter from the complainant or within fourteen (14) days from conclusion of mediation. Present at the hearing shall be the complainant and respondent as well as the Superintendent and Board Chair. The hearing procedure is as follows: a) The complainant presents his/her grievances. (Content outside that of the original complaint and document shall not be heard or considered.) b) The respondent is given time to respond. c) The Board Chair and the Superintendent shall be given time to ask questions as needed. d) The complainant and respondent shall be dismissed. e) The Board Chair, TRG director, and Superintendent shall deliberate and write a recommendation.

Step 5: Within five (5) business days, the Board Chair shall send its recommendation to the Board. The Board agenda shall indicate a closed session for a Personnel matter during the next scheduled meeting, or the Chair, Vice Chair or two (2) board members can call a special meeting for the closed session if time is a concern. The board shall deliberate on the recommendation. If the recommendation is approved, it shall be implemented and the process shall be finished. If the board rejects the recommendation, the grievance shall be re-heard by the board in the same format outlined above in Step 4. Immediately following this hearing in a closed session, the board shall deliberate on a new resolution and decide by majority vote.

- Addendum
 - Documentation: All documents shall be placed in the personnel records of the complainant and respondent. This includes the original complaint and response, and where applicable, the School Director's Action Plan, any documents provided

by the mediator, recommendations by the board, any signed resolutions and any action taken by the board.

- Exceptions to this Procedure: In instances where the grievance involves a threat of physical harm, sexual harassment, improper conduct with a student or other circumstances that involve an immediate response, the grievance shall be taken to the School Director, who will in turn notify the Board of Directors. If a grievance involves the School Director, it shall be taken directly to the Superintendent, Board Chair, or a Board Member. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions that any employee may bring directly to the School Director. This conduct may result in direct disciplinary action from the School Director and/or Superintendent: Violation of State or Federal Law; Theft or inappropriate removal or possession of property; Falsification of timekeeping records; Working under the influence of alcohol or illegal drugs; Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment; Fighting or threatening violence in the workplace; Negligence or improper conduct leading to damage of employer-owned or customer-owned property; Insubordination or other disrespectful conduct; Violation of safety or health rules; Smoking in prohibited areas; Sexual or other unlawful or unwelcome harassment; Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace; Unauthorized use of telephones, mail system, or other employer-owned equipment; Unauthorized disclosure of confidential information; Violation of personnel policies; Violation of NC Educator Code of Ethics; Violation of NC Educator Code of Professional Practices and Conduct. In such cases where the School Director and/or Superintendent and/or Board determine that swift action is required or termination may be considered by the board, the Employee Grievance Procedure may not be followed.

School Closings

In the event that school needs to close, staff will be notified as soon as possible by School Administration, via **text message**. Please contact the office manager if you cannot accept text messages. Also, please notify the office manager of any phone number changes as soon as possible.

Reimbursements

Personal Purchases for School:

If you spend personal money on items needed for school use, with the permission of the Director of Business, you are entitled to reimbursement. In order to receive the reimbursement, you must turn in the original OR a photocopy of the original receipt attached to the Director of Business.

Supplies

At the beginning of each year, teachers of H.Y.P.E. Leadership Academy will be given a classroom budget to purchase supplies for the classroom. Teachers will need to submit receipts/invoices AND an inventory list as proof of purchases made with the classroom budget money. The inventory list should contain detailed descriptions of items purchased. All items purchased with classroom budget money are property of H.Y.P.E. Leadership Academy and are not to be kept as personal property if employment at H.Y.P.E. Leadership Academy ends. Classroom supply lists are due by the end of the first trimester.

Planning Periods

Planning periods are a wonderful time for both staff and students. Take advantage and get things accomplished for work, such as planning, phone calls, etc! Teachers are not required to stay on the school's campus, but they must sign out with the Office Manager when they leave the building and sign-in when they return to the building. There will be some instances where meetings, such as MTSS, IEP, and parent-educator conferences will be scheduled during planning periods. These meetings will be planned as far in advance as possible.

Lesson Plans

Lesson plans must be submitted weekly via Google Drive by 3:30 PM each Friday.

Personal/Leave Days

All educators are given 10 personal/leave days for each academic year. Personal/leave days include time taken off for medical reasons. A planned absence needs to be pre-arranged with the Office Manager and the staff members assigned administrator by completing the personal day request form (found on the Google Drive) at least 2 weeks in advance, if possible, and submitting it to the Business Director. This form acts as both a request form for the staff members assigned administrator, as well as a substitute request. If there are already 3 staff members that have requested a day off prior to your request, the Director of Business will notify staff by email to inform them that the day has been “Blocked Out” for any non-medical or personal emergency. For non-medical or personal emergencies, each staff member is responsible for securing their own substitute. However, if there is a medical or personal emergency, the Office Manager and Director of Business will secure the substitute for the staff member. Personal/Leave Days are not meant to be used for personal travel plans that include consecutive school days off.

In the event of an unplanned absence, a personal day request form will be completed on a staff member’s behalf and placed in their school mailbox for a signature upon return. If you have days remaining at the end of the current academic year, you may carry over no more than 10 days to the next academic year, or you may receive monetary compensation for those unused days.

Substitute Teachers

When a teaching staff member is not in the building, a substitute teacher will be in place of you. It is each teacher’s job to make sure that the substitute teacher can smoothly assume his/her role regardless of a planned or unplanned absence. In an effort to accommodate subs, each teacher is expected to keep an up-to-date Substitute Teacher Folders on Google Drive. These folders must contain an up-to-date weekly specials calendar, the day(s) lesson plans (for planned absences), emergency lessons (for unplanned absences), extra activities (for any situation), a current seating chart, drill procedures and schedule, daily report sheet, and a special student information form. Emergency lesson plans are due by the end of the second

week of the academic year. Also, once emergency plans have been used, educators have one week to replace them for future emergency situations.

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Board Meetings

Meetings of the H.Y.P.E. Board of Directors are held the 3rd Monday of every month at 5:15 PM.

Teachers are encouraged to present/show off something their students have learned in class at these meetings. This can be anything, like a song, dance, skit or academic presentation. The time can range anywhere from 5 to 10 minutes. Teachers who wish to present to the board should get approval from the Administration Team prior to the board meeting.

Parent Communication



Grade levels/teams must send weekly communications to parents/guardians through ClassDojo summarizing upcoming learning, important due dates, and other special announcements.

Special Events Scheduling

When planning a special event that will require a room or rooms after school, staff must contact the Office Manager in advance for permission and to reserve the site(s) needed. By doing this, you have also requested that the event date and time will be published on the staff calendar.

Theater Sign Out

The theater can be signed out by a staff member for use throughout the school day when the theater teacher is not utilizing the space for instruction. If you would like to sign-out the theater, whether before or after school hours, first contact the theater and Film instructor and then email the Office Manager to request that the event be added to the Staff calendar.

Gym Sign Out

The gym can be signed out by a staff member for use throughout the school day when the gym teacher is not utilizing the space for instruction. If you would like to sign-out the gym, whether before or after school hours, first contact the gym and Film instructor and then email the Office Manager to request that the event be added to the Staff calendar.

Cafeteria Sign Out

The Cafeteria can be signed out by staff for use throughout the school day. Staff will use the Cafeteria Sign-Out Form to reserve cafeteria space. All staff will be required to view the Cafeteria Sign-Out Form spreadsheet in order to avoid double booking. Administration reserves the right to modify reservations in case of a special need. This modification will be communicated directly with relevant staff member(s) ahead of time in writing.

Fundraising!

To hold a fundraiser for any educational related expenses , you must contact the School Director. These expenses can include classroom supplies, field trips, or other approved educational activities, programs, supplies, or equipment.

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Section 2: Staff Information, Procedures, & Responsibilities Inside the Classroom

Hall Monitoring/Threshold

Before school, after school, and in-between classes is a vulnerable time when a lot of negative behavior can occur. ALL educators must monitor hallway activity from 7:30-7:50 AM and during passing time, while “thresholding”. After school, staff members should assist in monitoring the hallways until 3:20PM. Thresholding refers to standing by the entry to the classroom and greeting and directing students as they enter the classroom. This skill is part of the Teach Like a Champion program that teachers at H.Y.P.E. Leadership Academy receive ongoing professional development and support in.

Recess & Playground Procedures

Recess is mandatory and can provide relief for teachers and students by allowing extra energy to be expended. Grade-level teachers will **actively** supervise recess. If the weather is unruly or the temperature is below 40 degrees Fahrenheit, the students must have indoor recess in the classroom. Weather permitting,; students will have outdoor recess on the playground. During that time, there are a few rules that need to be enforced by the supervising staff members. Students from grade levels that extend more than a few years should not play together. Also, all contact games or sports are prohibited. Examples of contact games and sports include Red Rover, Tackle Football, DodgeBall, etc. Remember, recess should be done during your scheduled time. Other times are only allowed with approval from the School Director.

Morning Announcements

Each morning, the Pledge of Allegiance and “No Taunting” Pledge will follow morning announcements. Morning announcements will include all extra-curricular activities, upcoming events, fundraiser information, etc. Any special announcements you would like made should be requested in writing and given to the School Director.

Weekly Pledge

Each school day, an assigned educator will select no more than three students and send them to the office before 7:50 AM to say the pledge for the school.

Attendance

School attendance is an incredibly important responsibility for ALL teachers. Attendance records directly affect the way in which H.Y.P.E. is funded and should be a top priority for all those involved.

1. Attendance is recorded in PowerSchool and submitted before 8 am.
2. Tardies are recorded in PowerSchool. Tardy students have to have a parent sign them in online in the main office after 7:50 AM. Front office staff will update and document tardies.
3. When a student turns in proof of an excused absence or absences, it is the responsibility of the office manager to change the status to excused in PowerSchool. Any attendance disagreement (excused vs. unexcused) will be verified by an Administrator, if needed.
4. For other attendance codes, please refer to PowerSchool.

*****All teachers must take attendance every day and every hour, if applicable. This is very important!*****

□

Truancy Letters and Process

ATTENDANCE PROCESS /TRUANCY:

1. A letter from the **Counselor** will be sent to the student's parent/guardian on the third unexcused absence to notify them of a concern. **(Teachers must notify the Counselor once the student reaches the third absence)**
2. A letter from the **Counselor** to schedule a mandatory conference between the teacher and the student's parent/guardian will be sent upon the sixth

unexcused absence. If the parent/guardian does not attend the conference, the student will be referred to the designated administrator. **(Teachers must notify the Counselor & administrator once the student reaches the sixth absence)**

3. If the student reaches ten unexcused absences, the **Counselor** will contact the Fayetteville Police Department Truancy Officer. The student may also be retained in the current grade level due to lack of formal instruction and/or they may be permanently removed from H.Y.P.E. Leadership Academy due to lack of attendance.

Note: 5 Late Arrivals = 1 absence
5 Early Dismissals = 1 absence

Textbooks

At the beginning of each academic year or trimester, textbooks may be distributed to students. It is the responsibility of the teacher 1) to make sure that all textbooks issued by them are checked for their present condition and 2) to label each book with a number identifier. Attached to this page is a textbook log sheet and a letter that will be issued to parents in the event a textbook is destroyed, lost, or stolen. Teachers will need one log sheet for the entire class per textbook. The textbook letter indicating missing or damaged books needs to go out immediately following the textbook collection. Teachers must inform the main office of missing items, so records can be held, and parents/guardians notified over summer break if necessary. A copy of the textbook log sheet for every book distributed should be given to the team leaders.



Dear Parent(s)/Guardian(s),

Your child, _____, has misplaced
(Student's name)

and/or damaged the textbook(s), _____.
(Title of textbook(s))

Before any school records, including report cards, can be

forwarded to you, the sum of \$_____ must be paid

to the school to replace the missing or damaged book.

Please make all payments to the main office. Thank you

for your cooperation in this matter.

Sincerely,

(Teacher's name)

Documentation

Educators must keep up-to-date documentation on each child in a student file. Each educator may use any system that works best for him/her, but all documentation should be in a documentation binder and include a student documentation sheet, found on the Google drive. This sheet should be used to keep records of noteworthy behavior on behalf of the student, observations made in the classroom, or correspondence with the student or his/her guardian.

Student Portfolios

Educators are required to designate a space in their classrooms/Google Drive where student portfolios will be kept. Portfolios will follow the students throughout their academic career at H.Y.P.E. Leadership Academy. Please refer to the "Portfolio Checklist" in front of each student's portfolio to determine what documents you are required to put in the portfolio. The portfolios will be boxed up at the end of the academic year and stored for the next year's teacher. Educators will find a portfolio cover sheet that should be placed in the student portfolio on the next page.

Educators are required to fill out an Individual Student Plan (ISP) for each student in your classroom. Assessments, test scoring, goals, etc. will be included on the ISP for each student and placed in their portfolio. A blank copy of the ISP, along with the Student Entry Log and Portfolio Checklist can be found on the Google drive.

Homework

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when assigning homework. These guidelines can be found on the following page.

HOMWORK.

The following guidelines have been developed to assist School Directors in working with staff to establish appropriate homework assignments:

- A. All homework assignments should have a specific purpose related to the learning objectives of a program or course.
- B. Homework assignments should be appropriate to the grade level and the abilities of the students involved.
- C. Assignments should involve the application of knowledge, reinforcement of communication, research and other skills, and should provide experiences that strengthen attitudes and allow for creativity.
- D. Punishment assignments should never be given.
- E. The purpose of homework, in terms of the goals of a program, should be clear to the student when assigned, the work corrected when returned, and both the strengths and weaknesses of his/her work communicated in ways that provide for improved performance.
- F. As part of the process of using homework as a learning tool, students should be involved in learning how to critique their own and each other's work based on clearly-defined criteria related to the particular program or course of study.
- G. The time limits for the completion of homework should:
 - 1. be reasonable and consistent with the nature of the assignments given; 10 minutes per grade, with an additional amount of time set aside for reading each night (example: 2nd grade would give no more than 20 minutes of homework, 3rd grade would give no more than 30 minutes of homework)
 - 2. provide for interim appraisal of progress where assignments involve blocks of time;
 - 3. include a reasonable time for the make-up of missed homework assignments and/or improvements based on teacher comments.
- H. Parents should be made aware of the School's homework guidelines as well as the way each of their child's teachers will be using homework as a learning activity.

Report Cards

At the end of each trimester, report cards need to be completed using *PowerSchool*. One copy of each report card will be sent to each teacher via the Director of Business. The original copy is to be given to the parent(s)/guardian(s) of the student.

Report cards will be distributed three times yearly. The first two report cards will be given to the parent(s)/guardian(s) at Parent-Educator Conferences. Report cards left at the end of conferences are to immediately be turned over to the main office. Parent(s)/Guardian(s) not attending conferences will have to meet with the school's administrator to obtain the report card. The report card deadlines for the current academic year can be found on the current year school calendar.

Grades must be updated weekly in *PowerSchool* for parents/guardians to view online. It is imperative that immediate contact is made with a parent to discuss missing and/or incomplete work.

Mid-Term Progress Reports

Halfway through each trimester, homeroom teachers will create progress reports using *PowerSchool*. The progress report must be signed by a parent/guardian and returned to the homeroom teacher by a designated date.



Conferences

Parent-Educator Conferences will be held twice each year following the first and third quarter reporting periods. These conferences ensure teachers are communicating with their students' families, as well as getting parent's feedback through the completion of the parent survey. Parents may not exit the building without first having completed their surveys.

A few weeks prior to conferences, the educator will share a conference schedule with parents/guardians on ClassDojo allowing parents to sign up for times that are best convenient for them. Sign-up sheets for the current academic year can be found on Google drive. Conference reminder forms can be found on the Google drive as well, and need to be sent out confirming the meeting.

Conferences should be limited to 15 minutes each. At this time, the report cards and marking period awards for the previous trimester will be distributed. These conferences are mandatory for both parents and educators and should take place on the scheduled dates unless special arrangements have been made and approved by the school's administrator. Parents that do not sign up or show up for a conference will then have to meet with the school's administrator to obtain their child's report card. Educators must turn in all undistributed report cards to the main office at the end of conferences along with a completed attendance log (found on the Google drive) and all parent surveys (blank or completed).

Retention

The decision to NOT promote a student to the following grade level is a serious decision. Educators should discuss any behavior and/or academic problems with a student in their department meetings. If the teacher decides that retention is the best choice for the student's well-being, a meeting will be scheduled with the parent(s). An open discussion will take place, and the final decision for retention will be made. It should come as no surprise to the parent that this is a possibility based on parent/educator communication, discussions at conferences, progress reports, report cards, and the sending of the retention letter, found on the following page of the handbook. The school reserves the right to make the final decision. It is the hope, however, that the school and home are in agreement and see the retention as an important and positive decision for the student's future.

Promotion

A learner will be promoted to the succeeding grade level when s/he has:

- A. In the opinion of the professional staff, s/he has achieved the instructional objectives set for the present grade according to the North Carolina Standards and Benchmarks and has assessment data and graded material to show met objectives.
- B. Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.
- C. The continuity of instruction has not been affected by excessive absences due to illness, or serious accidents and attempts have been made by SCHOOL ABRV staff and administration solve this problem.
- D. Unless other unique reasons to the individual situation suggest retention:
 - A student with an active IEP (Individual Educational Plan) will be given separate consideration for retention than a general education student by the student's IEP team. A special education student (in most cases) will not be retained based on his or her disability.

School Assemblies

Throughout the academic year, there will be several assemblies. Assemblies are scheduled to educate and entertain our student body, as well as kick-off fundraisers that are important to improving H.Y.P.E. Leadership Academy. Please check your email for the dates of assemblies.

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PBIS Coins

Students can earn digital PBIS Coins through ClassDojo for the following reasons:

- Making a good choice
- Showing extra school spirit
- Going above and beyond the call of duty
- Being a H.Y.P.E. team player
- Being Respectful
- Being Responsible
- Being Safe

Photography in the Classroom

H.Y.P.E. Leadership Academy staff members are required to be aware of which students can or cannot have their pictures taken in school. This is indicated on the Emergency Form that is filled out at the beginning of the year, as well as the student handbook signature sheet that the students are required to return. The teacher also has the option to send home a Media Release Form, found on Google drive. This is also requested from students at the time of enrollment and if it is on file, can be located in the cumulative folder.

All media equipment (TVs, VCRs, DVDs, movies, LCD projectors, etc.) will be stored in the Technology room. All equipment is made available for all staff members to use. To reserve a machine for a designated date(s) and time(s), please see the technology teacher. The technology equipment sign-out will be overseen by the full-time technology teacher. Media equipment may not be taken out of the Technology room unless first signed out. This way an inventory on all of our machines can be completed at any given time.

All films shown must be pre-approved by the school's administrator, preferably 2 weeks before the intended viewing. Please submit a Film Request, found on the Google drive, to your supervising vice School Director. Films may not be used for reward purposes. There must be a curricular relevance for showing them.

Positive Reinforcement

Educators are required to communicate a minimum of one positive thought for each of their students throughout the school year via a postcard, letter, telephone call, etc (BE CREATIVE). Back to school postcards do not count. All positive reinforcement that takes place outside of school time needs to be documented on the student notes in the ABE system. This little bit of positive reinforcement will go a very long way!

Field Trips

Each classroom teacher is required to fill out a field trip request form. It is located in the current year shared folder. Field trip forms should be submitted to the Assistant School Director or designated administrator at least 2 weeks in advance.

SEARCH AND SEIZURE

Pursuant to Board Policy 5771, the following guidelines shall be used when school administrators have reasonable suspicion that a student may have in his or her possession evidence that a specific rule or law has been violated:

- A. All requests or suggestions for the search of a student or his/her possessions shall be directed to the School Director or the person in charge of the students while out of the School.
- B. Wherever possible, before conducting the search, the building administrator shall notify the student, request his/her consent to the inspection if other than his/her locker, and inform the student that s/he may withhold consent. Such consent, if offered, shall be given voluntarily and with the knowledge that it could have been withheld. The School Director shall conduct the search, however, with or without the consent.
- C. Wherever possible, an adult third party shall be present at any search of a student or his/her possessions.
- D. The School Director may conduct a student search upon reasonable suspicion to suspect the presence of an illegal or dangerous substance or object or anything contraband under school rules.
- E. The School Director shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object is taken from a student, whether during a student search or otherwise.
- F. Wherever possible, the student shall be present at any search of his/her possessions.
- G. The School Director shall be responsible for the prompt recording of each student's search. The record shall be in writing and shall include the reasons for the search, the persons present, the objects found, and the disposition made of them, and shall be kept in a secure location in his/her office.

Whenever the search is prompted by the reasonable suspicion that

possession of a substance or object immediately threatens the safety and health of the student or others, the School Director shall act with as much speed and dispatch as is required to protect persons and property in the school while keeping clearly in mind the student's rights and the potential consequences of inappropriate or hasty action.

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Reasonable Suspicion

As used in this section, “reasonable suspicion for a search” means grounds sufficient to cause an adult of normal intellect to believe that the search of a particular person, place, or thing will lead to the discovery of evidence that the student:

- A. has violated or is violating a rule or behavioral norm contained in the student handbook;
- B. has violated or is violating a particular law;
- C. possesses an item or substance which presents an immediate danger of physical harm or illness to students and staff or School property.

Lockers and Other Storage Areas Provided for Student Use

- A. All lockers and other storage areas provided for student use remain the property of the School. These lockers and storage areas are subject to inspection, access for maintenance, and search pursuant to these guidelines. A student using the locker or storage area has, by statute, no expectation of privacy in that locker or storage area or the contents contained therein (See Form 5771 FI). In the course of any search, student’s privacy rights will be respected regarding any items that are not illegal or against Board policy. No student shall lock or otherwise impede access to any locker or storage area except with a lock provided by or approved by the School Director. Unapproved locks will be removed and destroyed.
- B. The School Director may search student lockers and storage areas and the contents contained therein at any time for any justifiable reason.
- C. The School Director may, at any time, request assistance of the law enforcement agency having jurisdiction over the facilities of the School. The law enforcement officer must have probable cause, however, to conduct a search of the lockers and storage areas and the contents contained therein.

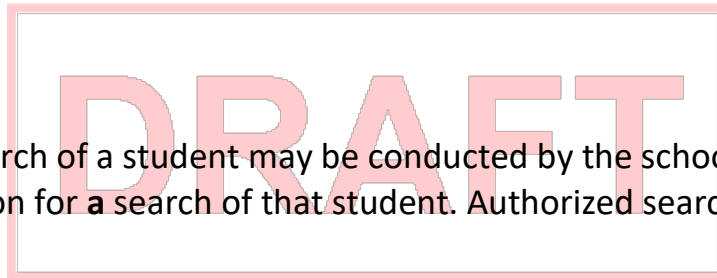
Desks and Other Storage Areas

A desk or any other storage area in the school provided for student use as well as the contents contained therein may be searched when the School Director has reasonable suspicion for a search.

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- A. Any vehicle brought on School premises by a student may be searched when the School Director has reasonable suspicion to justify the search.
- B. One of the conditions for granting permission for a student to bring a student-operated vehicle onto school premises is written consent by the student driver, the owner of the vehicle, and the parent of the student to allow a search of that vehicle. Refusal by any of the parties to provide or allow access to a vehicle at the time of a search request shall be cause for terminating the privilege without further hearing.
- C. Searches of vehicles of staff members or visitors shall be conducted by law enforcement personnel.

Student



- A. The personal search of a student may be conducted by the school director when s/he has reasonable suspicion for a search of that student. Authorized searches of the student's person are:
 - 1. the student's pockets;
 - 2. purses, briefcases, or any other object in the possession of the student;
 - 3. a "pat down" of the exterior of the student's clothing and the removal of any item identified;
 - 4. removal of an article of exterior clothing such as a jacket.
- B. Strip searches are to be conducted only by law enforcement personnel.
- C. Personal searches shall be conducted in a private room by a person of the same gender as the student and designated by the school director. At least one (1) but not more than three (3) additional staff members of the same gender as the student being searched shall witness but not participate in the search.

At the request of the student to be searched, an additional person of the same gender as the student designated by the student, and then reasonably available on school premises, shall witness the search. The student's parents shall be notified of the search as soon as reasonably possible.

Use of Breath - Test Instruments

The school director may arrange for a breath test for blood-alcohol to be conducted on a student whenever s/he has individualized reasonable suspicion to believe that the student has consumed an alcoholic beverage.

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The school director shall first attempt to contact the appropriate law enforcement agency and arrange for it to conduct the test. If that is not possible, the following procedure should be used.

- A. Take the student(s) to a private administrative or instructional area on school property and have at least one other member of the teaching or administrative staff present as a witness to the test. If the student refuses to take the test, inform him/her that refusal to participate leaves the observed evidence of alcohol use un-refuted which will lead to disciplinary action. Allow the student a second opportunity to be tested, and if s/he refuses again, ask the student to sign a refusal statement. Regardless of whether or not s/he signs, prepare a written report of the incident.
- B. The purpose of the test is to determine whether or not the student has consumed an alcoholic beverage. The amount of consumption is not relevant, except where the student may need medical attention.
- C. The person who administers the test must be properly trained in the use of the instrument and must determine if the instrument is in proper calibration and working order.
- D. If the instrument provides only a visual indication of the result, make sure the result is confirmed by all the witnesses present and by the student. Make a written record of the instrument serial number or identifier; the test result; the date, time, place of the test; the students' names; and the names of the witnesses.
- E. If the instrument provides printed evidence, attach the print-out to the written record.
- F. If the result indicates a violation of school rules as described in the student handbook, follow the disciplinary procedure described in the handbook.
- G. If a staff member accompanying students on a school-related activity off school grounds has individualized reasonable suspicion to believe that a student has consumed an alcoholic beverage and no test instrument is available, s/he should make a written record of all facts upon which an opinion that the student has consumed an alcoholic beverage is based. Since the staff member is responsible, under law, for the welfare of a student who may be

intoxicated, s/he should ensure that the student is properly supervised until returned to the custody of his/her parents or a law enforcement official.

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Use of Dogs

The Board has authorized the use of specially-trained dogs to detect the presence of drugs and devices such as bombs on school property under the following conditions:

- A. The presence of the dogs on school property must be authorized, in advance, by the School Director or be pursuant to a court order or warrant.
- B. The dog must be handled by a law enforcement officer or a contracted person specially trained to safely and competently work with the dog.
- C. The dog is represented by the Sheriff or Chief of the law enforcement agency providing the service as capable of accurately detecting drugs and/or devices.
- D. The dog will be allowed to examine a student's possessions, including vehicles.
- E. The dog may be allowed to examine school property such as lockers as permitted by the School Director. Any limitation as to areas of school property to be examined by the dog shall be established by the School Director at the time the use of dogs is authorized.

Method of Search

The scope of any search should be limited by the reasonable suspicion that motivated the search. If an item is found that leads to a reasonable suspicion that additional, correlated items may also exist, the search may be extended. If the initial search produces no evidence of contraband, there should be no extension of the search based on simple curiosity.

Items Found

Anything found in the course of a search which is evidence of a student violation of school rules or Federal/State laws may be seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and, kept in a secure place by the School Director until it is presented at the hearing. It may also be turned over to any law enforcement officer after proper notation and receipt.

Corporal Punishment

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when managing behaviors before, during, and after school. These guidelines can be found on the following pages.

OFFICE OF THE SCHOOL LEADER
H.Y.P.E. Leadership Academy

STUDENTS

ALTERNATIVES TO CORPORAL PUNISHMENT

Board policy defines corporal punishment as the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline. School personnel shall not threaten to inflict, inflict, or cause to be inflicted corporal punishment on any student.

Staff members shall not:

- A. hit, strike, grab, punch, or inflict other bodily pain on a student;
- B. restrict a student's movement by binding or tying him/her unless specified in an I.E.P.;
- C. deprive a student of meals, snack, rest, or necessary toilet use;
- D. confine a student in an enclosed area such as a closet, locked room, box, or similar cubicle;

cause any of the above to occur.

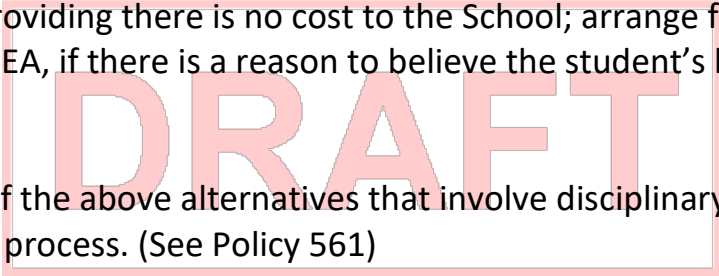
Staff may, however, provide for a "time-out" area as a disciplinary procedure.

The following alternatives to the use of corporal punishment are recommended. As formerly with corporal punishment, these alternatives should also be viewed as last resort

options when well-executed school and classroom management practices have not been effective. The School Director has the authority to:

- A. deny participation in a special school and/or non-curricular related activities;
- B. assign in-school, restriction or Saturday school;
- C. assign out-of-school suspension;
- D. confer with parents on sanctions which will be established both at school and at home or contractual agreements whereby the student commits to self-controlling behavior; refer the student to a School counselor, a social worker, psychologist, and/or clinical specialists
- E. coordinate School services with social service agencies such as Public Health, Social Services, Mental Health, etc., and/or with private institutions or agencies offering related appropriate services, providing there is no cost to the School; arrange for a proper evaluation under Section 504 or IDEA, if there is a reason to believe the student's behavior is related to a disability.

It is essential that any of the above alternatives that involve disciplinary actions be conducted in accordance with due process. (See Policy 561)



Controversy in the Classroom

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with controversy in the classroom. These guidelines can be found on the following pages.

OFFICE OF THE SCHOOL LEADER
H.Y.P.E. Leadership Academy

PROGRAM

CONTROVERSIAL ISSUES IN THE CLASSROOM

The following guidelines are designed to assist teachers in the instruction of controversial issues in the classroom:

- A. When a controversial issue is not part of a course of study, its use in the classroom must be approved by the school director.
- B. Before introducing a controversial issue, teachers should consider:
1. the chronological and emotional maturity of the students;
 2. the appropriateness and timeliness of the issue as it relates to the course and the students;
 3. the extent to which they can successfully handle the issue from a personal standpoint;
 4. the amount of time needed and available to examine the issue fairly.
- C. When discussing a controversial issue, the teacher may express his/her own personal position, as long as s/he makes it clear that it is only his/her opinion. The teacher must not, however, bring about a single conclusion to which all students must subscribe.
- D. The teacher should encourage student views on issues as long as the expression of those views is not derogatory, malicious, or abusive toward other student views or toward a particular group.

E. Teachers should help students use a critical thinking process such as the following to examine different sides of an issue:

For each stated position:

1. What is the person (group) saying?
2. What evidence is there that what is being said is true?
3. What is said that would lead you to think the position is valid?
4. What are the strengths and weaknesses of this position?
5. What do you think would happen if this point of view was accepted and was put into practice?

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Emergency Procedures/Drills

All emergency procedures must be printed and kept in a readily accessible location within the room. Emergency procedures must be kept in a folder. The school's emergency map must be posted in the room near the door.

Fire Emergency:

Fire alarm sounds -all staff, students and families report to outside grounds.

- Single file line (if restroom in room, check for students).
- No Talking.
 - Close all doors and windows.
- Nearest Exit (not to cross through a fire door).
- Take Attendance.
- All Present-**Green** Card showing, Someone missing, extra students, injured student-**Red** Card showing.
- Wait until "clear signal" from the administration.
- Proceed back to the building.
- Single file line.
- No Talking.
- Count for all students returned.
 - Please follow the map to know which doorway to exit the building from.

Tornado/Severe Weather Emergency:

An announcement will be made that says, "Severe weather alert."

- Single file line (if restroom in-room check for students).
- While students are lining up, open windows.
- No Talking.
- Students sit facing a wall, knees crouched, head covered by hands.
 - If you hear a second announcement (the tornado is closer), assume "tucked" position with hands over head
- Take Attendance.
- All Present-**Green** Card showing, Someone Missing, extra students, injured student-**Red** Card showing.
- Wait until "clear signal" from administration.
- Single File back to class.
- No Talking.
- Count for all students returned.

Bomb Threat Emergency:

Fire Alarm will sound –all staff, students and families report to outside playgrounds.

- Single file line (if restroom in-room check for students).
- No Talking.
- Nearest Exit.
- Take Attendance.
- All Present-**Green** Card showing, Someone Missing, extra student, injured student-**Red** Card showing.
- Wait until “clear signal” from administration.
- Proceed back to the building.
- Single file line.
- No Talking.
- Count for all students returned.

Lockdown Emergency:

Lockdown entire building

An announcement will sound; **“CODE RED”**

- Gather students into the closest classroom in a corner away from doors and windows.
- No Talking.
- Lock Doors.
- Take Attendance as quietly as possible.
- Hang in door window. If someone is missing, extra student, injured student-**Red** Card showing. Do not use the green card for this drill.

DO NOT allow ANYONE into your room for ANY reason after your students have been accounted for (i.e., Police, School Director, etc.) ONLY open your door after you have heard the following message, “Code Red is finished.”

Partial lock-down

Lockdown of just the exit doors

An announcement will sound; **“CODE BLUE”**

- Classes proceed as usual
- No one can exit or enter the building.

ONLY allow students to leave or enter the building after you have heard the following message, “Code Blue is finished.”

EMERGENCY PROCEDURES

The primary consideration in any emergency situation must be the safety of the students and staff. At certain times, therefore, it may be necessary to ask the staff to perform “beyond the call of duty” in order to provide for the welfare of our students. In the event of an actual emergency situation, all school personnel, instructional and non-instructional, will be required to remain in the building until they are dismissed by the School Director.

EVACUATION

- A. When an emergency occurs, the School Director shall, when feasible, consult with the Education Service Provider whether or not to evacuate the school. An announcement will then be made to inform staff and students of the emergency procedures that will be followed.
- B. If a decision is made to send students home or to a predetermined site, attempts will be made to notify parents by telephone and/or by radio or TV and the public address system will be used to inform all teachers and students.

The professional and support staff members will supervise the orderly evacuation of the building.

1. If time permits, all students will go to their lockers, unlock them, take a coat if applicable, and return to class leaving lockers open.
2. The custodian will assign and instruct the members of his/her staff to positions that allow “free-flow” of traffic on and off school property.
3. Administrators and guidance counselors will report to the School Director’s office for assignment.
4. Teachers should take class rolls, including addresses and telephone numbers of students as well as emergency information.

5. Teachers will remain (or return) to their regular classrooms and remain with their students.

6. Clerical personnel will remain at their regular stations.

- C. In the case of a bomb threat, the fire, police, and sheriff's department and the appropriate staff will search the building.

Above all, it is imperative that all personnel remain calm and in control throughout the emergency.

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FIRE/TORNADO DRILLS

In accordance with State law, fire drills are to be conducted periodically, not less than eight (8) per year. If they cannot be conducted monthly due to weather, at least five (5) shall occur in the fall, and the remaining three (3) throughout the rest of the year.

Tornado/severe weather drills shall be conducted on a regular basis (at least two (2) per year) during the tornado season in accordance with AG 8420A - Severe Weather and Tornadoes. Each School Director shall prepare and distribute fire drill procedures whereby:

- A. all personnel leave the building during a fire drill;
- B. the plan of evacuation provides at least one (1) alternative route in case exits or stairways are blocked;
- C. teachers, when the fire alarm sounds, caution students to walk silently and briskly from the building to a specified location, close all windows and doors of room and turn out lights, if possible, before leaving, check to make sure any disabled students requiring assistance are being assisted properly, and conduct roll call as soon as students are at the designated location to make sure that each student is accounted for;
- D. a list is compiled of all disabled students in the building who will require assistance in exiting the building together with the assignment of a staff member or non-student volunteer in the student's classroom who will be responsible for providing necessary assistance in an appropriate manner. A person should also be designated to assist a disabled student when the evacuation signal is given and s/he is in another area of the building such as the gym, all-purpose room, or lunchroom.

The School Director shall document that each fire drill was conducted in a proper manner and submit such documentation to the School Director at the end of each school year. (See Form 8430 FI).

UNUSUAL SITUATIONS

The following situations are quite unlikely to occur, but in such an event, use the following procedural guidelines:

A. Student or staff member held hostage

1. Isolate the area. DO NOT make a P.A. announcement or sound the fire alarm. The nearest administrator will direct teachers and monitors on duty to notify teachers in nearby classes to take their students to a previously determined area.

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2. Notify the police immediately, giving as much information as possible (e.g. number of terrorists, number of hostages, types of demands being made). Police will be in charge once they arrive.

3. Notify the School Director.

4. Develop a list of casualties, if any.

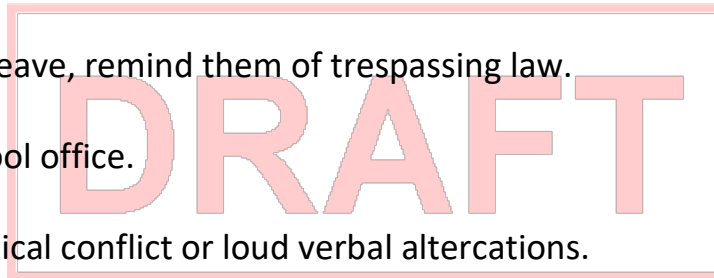
B. Intruders in building or on school property

1. Ask them to leave.

2. If they do not leave, remind them of trespassing law.

3. Notify the school office.

4. Avoid any physical conflict or loud verbal altercations.



The School Director or any staff member who is involved may notify police if intruders do not leave and/or call for the assistance of other members of the staff.

SEVERE WEATHER AND TORNADOES

Every spring the School faces the possibility of severe weather and tornadoes. Tornado/severe weather drills shall be conducted on a regular basis (at least two (2) per year) during the tornado season. The office staff is to monitor a weather-alert radio for severe weather conditions and is responsible for setting up procedures for notifying staff and students about severe conditions and maintaining proper safety.

Tornado Watch

A tornado watch is a forecast of the possibility of one (1) or more tornadoes in a large area. When a tornado watch is in effect, the School will continue normal activities but move recess and Dance activities indoors. Staff will be responsible for continuously monitoring the watch while students are in the building or on the premises. School will not be dismissed early and dismissal time will be at the regular time even if the watch is still in effect.

Tornado Warning

A tornado warning signals that a tornado has been sighted and may be approaching. Staff shall open all classroom windows and doors and proceed with all students to the pre-designated tornado shelter areas and remain there with the students until further notice. Disabled students who need assistance are to be assisted by the person designated to assist them in building evacuations. No student shall be allowed out of his/her designated area unless his/her parent comes to the school and requests that the student be released. A student is to be released only to his/her parents/guardians.

Procedures

- A. A tornado-warning signal is an announcement on the public address system.
- B. All groups outside the building are to return to the School and go to their designated shelter area.

C. Proceed to predetermined shelter areas.

1. Students shall line the interior hallways as quickly and safely as possible away from glass and sit with their backs to the interior wall, knees drawn tightly to their chests, face positioned between their knees and their hands over their necks. Students in wheelchairs are to remain in their chairs with the back of the chair against the interior wall.

2. Students shall remain quiet to wait for instructions.

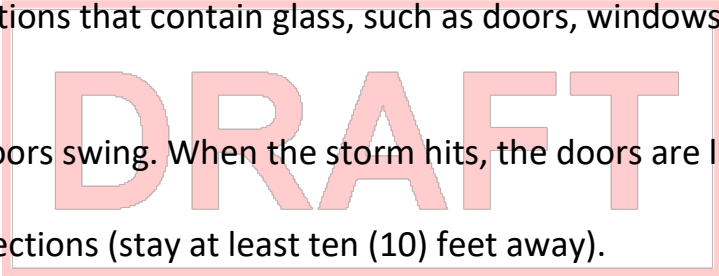
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3. Staff members shall remain alert for students who evidence signs of stress or panic, and when necessary, move such students to an area where they will not influence other students and remain with them until the all-clear signal is given.

4. The School Director shall give the all-clear signal and provide further directions.

D. Areas to be avoided.

1. Spaces that are opposite doorways or openings into rooms that have windows in the exterior walls, and areas with large roof spaces.
2. Interior locations that contain glass, such as doors, windows, display cases and the like.
3. Areas where doors swing. When the storm hits, the doors are likely to swing violently.
4. Corridor intersections (stay at least ten (10) feet away).
5. Any corridor which has the potential to become a wind tunnel.
6. Any wall which is non-load bearing.



SCHOOL-WIDE LOCK DOWN PROCEDURE

1. When the designated all-call occurs staff is to stop all class activities and immediately shut and lock the classroom door and close the blinds. Do not open the door for anyone until directed by law enforcement officers or the School Director. Do not open the door to those who do not give pre-arranged "password".
2. If details are not immediately announced, turn off the lights, close any blinds, and arrange students in the classroom where they are the least visible.
3. Remain quiet
4. Free up the classroom telephone
5. Ignore all bells and keep students in the classroom until further notice.
6. Take attendance immediately and keep the attendance book with you as you and your class may be asked to relocate.
7. Students in the bathroom will be directed to move to the nearest classroom or secure area by the School Director.
8. If a dangerous or suspicious situation is observed in the building, contact the office immediately.
9. If the class is meeting outside of the building, staff will be notified by the School Director as soon as possible. Please keep the class together and move them to a safe location away from the building.
10. If students are in the gymnasium, staff will be notified by the School Director and are to take students to the locker room and follow the lockdown procedures.

If you are not in your classroom at the time of the lockdown, remain where you are and follow lockdown procedures.

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HOMELAND SECURITY ADVISORY SYSTEM ALERTS

Code Red

Under a Homeland Security Advisory System Level Red Alert, the following will **take place**.

A. All Administrators that are in the building will be contacted and informed to report to the main office. Administrators that are off-campus will also be contacted. It will be determined at that time if they are to return to school. Depending on which administrators are in the building, various duties will be assigned.

1. Building emergency plans should be immediately available. A copy will be kept in the Main Office, Attendance Office. Plans will include:

a. Signs to be posted on exterior entrance doors directing people to the main entrance.

b. Map of the building with gas, water, ventilation system shut off locations marked.

2. List of building administrators and building maintenance/custodians.

3. Copy of Procedures.

4. Designated staff/administrators will contact students/staff that are off-sites and follow individual program instruction.

B. An announcement/signal will be made for all students/staff to go to their classrooms.

1. "At this time we have been notified that _____ has been placed under a 'Code Red' alert. Please go to your classroom. Further information will be shared with you at that time."

2. Teachers that have access and the ability to lock exterior doors will be expected to do so as they move to the classrooms. All exterior doors will be checked for security and locked by the custodian and administration. Signs will be placed in all entrances (see below). Administrator/staff will be placed at the main entrance. Others will be located by the remaining _____ main entrances or positioned to monitor the halls.

3. Teachers will read the code red procedure that will be located on the wall of the classroom.

Students will remain in • programs until regular dismissal or until released to a parent or guardian unless otherwise directed by emergency management officials.

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b. Most classroom activities will go on as expected.

c. Normal transportation procedures will be implemented for students (i.e. regular bus routes, student drives him/her self or parent pickup) unless otherwise directed by emergency management officials.

d. All entrances will be secured and posted stating that the building is in "Code Red". The signs will direct all individuals that wish to enter the building to the main entrance. The main entrance will be posted stating that all individuals entering will need picture ID and will be escorted.

e. All after school activities and events will be canceled.

f. The staff needs to be alert for the following announcements. All announcements will be preceded by a prearranged "password".

Attention: "At this time our school has been placed under a Homeland Security Advisory System Level Red Alert".

"The entrance has been secured. Please use the main entrance located at the southwest area of the building".

CODE BLUE

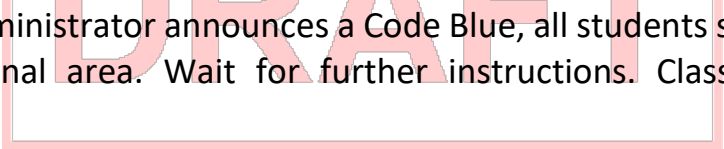
This is a term used to alert staff that an emergency/crisis exists at or near a school facility. It requires all students to be accounted for and under supervision. Administrators may activate and set up a command post when appropriate.

Persons authorized to call a Code Blue

-

Administrators or their designee will notify staff and students via the PA system when Code Blue is in effect. It is recommended that an “age-appropriate” announcement of a Code Blue includes a brief description of the nature and location of the incident.

Code Blue Staff Guidance

- 
- A. When the administrator announces a Code Blue, all students should be accounted for in an instructional area. Wait for further instructions. Classroom instruction may continue.
 - B. Staff must document attendance and report any discrepancies to an administrator when it is safe to do so.
 - C. During a Code Blue, classroom lockdown is not required.
 - D. The command post may be activated by an administrator during a Code Blue via a PA announcement.
 - E. Depending on the Code Blue situation (the nature of the emergency or potential threat), it may not be safe to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
 - F. Depending on the Code Blue situation, staff supervising students outside may be requested to move students to a predetermined location inside.

Clarifications on Code Blue procedures

The following are some clarifications on the procedures for Code Blue:

A. Classroom instruction continues inside the building with controlled class change, which means staff should supervise students in the hallways and between portable classrooms and the main building.

B. School lunches should continue with appropriate supervision of staff.

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C. It is recommended that schools secure exterior doors today. When exterior doors are locked, schools-should post staff members at the front door and the door of the main building leading to the portable classrooms to allow appropriate movement in and out of the school.

D. Teachers are allowed to open windows to ensure ventilation.

In a Code Blue, it is not necessary to bring students into the main building from the portable classrooms.

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NEW GUIDELINE

HOMELAND SECURITY TERRORIST ALERT CODE CHECK LIST

- Low Risk (Green). Update division-wide, school, and department crisis plans.
- Coordinate emergency plans with Local County, state, and federal plans.
 - Conduct crisis management and communications training for employees at all levels.
 - Implement visitor control procedures
 - Maintain current emergency communication lists.
 - Inventory emergency supplies and equipment
 - Disseminate emergency communications methods and resources (i.e., where to get information) to employees, parents, and community.
- General Risk (Blue) Same measures as Code Green:
- Update division-wide, school, and department crisis plans.
 - Coordinate emergency plans with Local County, state, and federal plans.
 - Conduct crisis management and communications training for employees at all levels.
 - Implement visitor control procedures.
 - Maintain current emergency communication lists.
 - Inventory emergency supplies and equipment.
 - Disseminate emergency communications methods and resources (i.e., where to get information) to employees, parents, and community.

Significant Risk In addition to the measures listed above, the following measures will be (Yellow) instituted:

- Assess increased risk with public safety officials
- Review crisis response plans with program managers,

School Directors, and building and office staff.

- Reassess facility security measures.
- Review field trip decisions.
- Update employee emergency call lists and review the callback process with employees.
 - Test alternative communication capabilities.
 - Increase communication with parents and community via the website and email distribution.

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High Risk Same measures as Code Yellow:
(Orange)

- Assess increased risk with public safety officials.
- Review crisis response plans with program managers, School Directors, and building and office staff.
- Reassess facility security measures.
- Review field trip decisions.
- Update employee emergency call lists and review the callback process with employees.
- Test alternative communication capabilities.
- Increase communication with parents and community via website and email distribution.

Severe Risk In addition to the measures listed above, the following measures will be (Red) instituted:

- Provide staff members to the Local County Emergency Operations Center (24/7).
- Activate FCPS Incident Command and Support Center (24/7), if appropriate.
- Assess threat level to determine the status of school openings and closings.
- Address critical emergency needs under the direction of public safety officials and in accordance with school crisis plans and the FCPS crisis management plan.
 - ~Coordinate parent-child reunification process, if necessary.
 - ~Increase building security throughout the school system.
 - ~ Continue staff, parent, and community communication.
 - ~If schools are open,
 - Cancel outside activities and field trips.
 - Restrict visitor access.
 - Enhance exterior security measures.
- Limit parking near the building.

TELEPHONING OF BOMB THREATS

The following guidelines may be helpful when a telephone caller announces a bomb threat.

A. Be alert to any of the following background sounds that may give a clue to the location of the caller:

radio playing, voices, sirens, construction noise, TV, whistles, traffic noise, bells

B. Ask the caller:

Where is the bomb located?

What time is it to go off?

What kind of a bomb is it?

What is your name?

Where are you calling from?

C. Make a note about speech characteristics such as:

male, female, low tone, high pitch, stutters or stammer, regional or foreign accent

D. Note impressions such as:

Does the voice sound familiar? Does the caller sound sincere? Does the caller seem familiar with the school?

E. Write down exactly what the caller says; ask him/her to repeat the message.

F. Try to signal someone about the nature of the conversation while you keep the caller on the

line.

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Accidents: Students & Staff



When students are injured during the school day, an [accident report](#) must be completed by the supervising teacher in order for that child to receive medical attention in the main office. This applies to all medication given except cough drops/throat lozenges and inhalers, which will be administered by the Teacher in the classroom. **An accident report must be on file for all instances of medical treatment.** Emergency medical treatment, which involves immediate care, still requires that a form be filled out and turned in by the business day's end. Parent contact shall be made to the parent by business day's end concerning the incident. For a digitized version of the accident report, staff members must contact the office manager.

Accidents can also happen to staff members. All incidents of accidents must be documented on the Staff Accident Report, regardless if the injury is serious and/or requires treatment. Documenting ALL injuries protects staff in the event of a delayed reaction or long-term treatment requirement.

Student Accident Report

Date: _____ Time: _____

Supervising Staff Member: _____

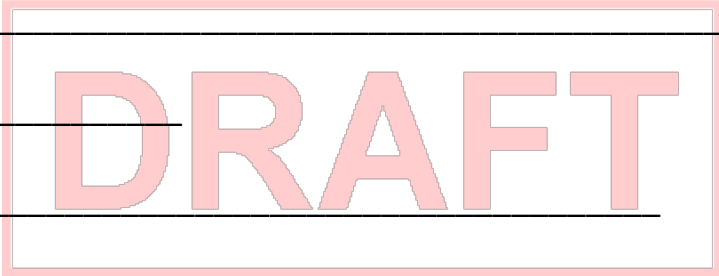
Student Name: _____

Nature of Injury: _____

How Injury Occurred: _____

Main Office Caregiver: _____

Main Office Response: _____



Returned to Class: Time: _____

Sent Home: Time: _____

Called 9-1-1: Time: _____

Parent Contact: Time: _____

Spoke With: _____

Staff Accident Report

Date: _____ Time: _____

Staff Member: _____

Nature of Injury: _____

How Injury Occurred: _____

Symptoms of Injury (Swelling, Abrasion etc.): _____

Main Office Caregiver (if applicable): _____

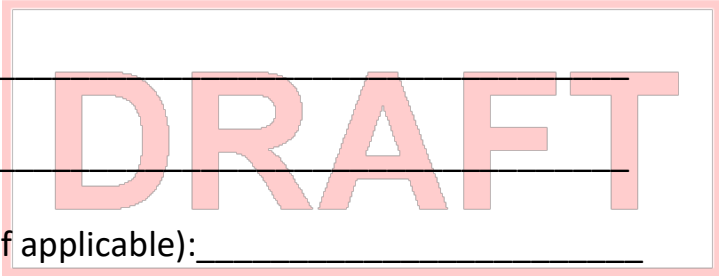
Main Office Response (if applicable): _____

Sent Home: _____ Time: _____

Called 9-1-1: _____ Time: _____

Emergency Contact: _____ Time: _____

Spoke With: _____



Communicable Diseases



Educators often come in contact with communicable (contagious) diseases such as lice, pink eye, rashes, etc. Students that seem to exhibit symptoms of a communicable disease need to be sent to the main office to be checked out. If the student is sent home, the teacher must fill out a communicable disease letter request and send it to the main office as soon as possible. This will ensure that a communicable disease letter for your class will be sent home on the very same day. The communicable disease request form is provided on the following pages.

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**Communicable Disease
Letter Request**

Date: _____ Time: _____

Supervising Teacher: _____

Homeroom Teacher: _____

Student(s) Name(s): _____

Reason For Sending _____

of Copies: _____ Assisting Staff Member: _____

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**Communicable Disease
Letter Request**

Date: _____ Time: _____

Supervising Teacher: _____

Homeroom Teacher: _____

Student(s) Name(s): _____

Reason For Sending _____

of Copies: _____ Assisting Staff Member: _____

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Common Communicable Diseases: Lice

Much to many parents' annoyance, the head louse is a tiny, wingless parasitic insect that lives among human hairs and feeds on extremely small amounts of blood drawn from the scalp. Although they may sound gross, lice (the plural of louse) is a very common problem, especially for kids ages 3 years to 12 years (girls more often than boys).

Lice aren't dangerous and they don't spread disease, but they are contagious and can just be downright annoying. Their bites may cause your child's scalp to become itchy and inflamed and persistent scratching may lead to skin irritation and even infection.

Lice eggs (called nits), which look like tiny, oval white (to yellow) dots. Lice lay nits on hair shafts close to the skin's surface, where the temperature is perfect for keeping warm until they hatch. Nits look sort of like dandruff, only they can't be removed by brushing or shaking them off. Unless the infestation is heavy, it's more common to see nits in a child's hair than it is to see live lice crawling on the scalp. Lice eggs hatch within 1 to 2 weeks after they're laid.

Adult lice and nymphs (baby lice). The adult louse is no bigger than a sesame seed and is brownish tan (although lice may look darker on people with dark hair). Nymphs are smaller and become adult lice about 7 days after they hatch. Most lice feed on blood about every 4 to 6 hours, but they can survive up to 3 days off the scalp.

Scratching. With lice bites come itching and scratching. However, the itching may not always start right away – that depends on how sensitive your child's skin is to the lice. It can sometimes take weeks for kids with lice to start scratching. They may complain, though, of things moving around on or tickling their heads.

Small, red bumps or sores from scratching. For some kids, the irritation is mild; for others, a more bothersome rash with crusting and oozing may develop. It's also not unusual for kids to develop some swelling of their [lymph glands](#). Excessive scratching can also lead to a bacterial infection (the skin would become red and tender around the bite area). If your child's doctor thinks this is the case, he or she may treat the infection with a topical or an oral antibiotic.

You may be able to see the lice or nits by parting your child's hair into small sections and checking for lice and nits on the scalp, behind the ears, and around the nape of the neck (it's rare for them to be found on eyelashes or eyebrows). A magnifying glass and bright light may help. But it can be tough to find a nymph or adult louse – often, there aren't many of them and they're able to move fast.

Call your child's doctor if your child is constantly scratching his or her skin or complains of itches that don't go away, especially on parts of the body that are covered with hair. The doctor should be able to tell you if your child is infested with lice and needs to be treated.

Are Lice Contagious?

Lice are highly contagious and can spread quickly from person to person, especially in group settings (schools, child-care centers, slumber parties, sports activities, camps, and even playgrounds).

Though they can't fly or jump, these tiny parasites have specially adapted claws that allow them to crawl and cling firmly to hair. They spread mainly through head-to-head contact, but sharing clothing, bed linens, combs, brushes, and hats can also help pass them along. Children and teens are most prone to catching lice because they tend to have close physical contact with each other and often share personal items.

And you may wonder if Fido or Fluffy may be catching the pests and passing them on to your family. But rest assured that pets **can't** catch head lice and pass them on to people or the other way around.

How Are Lice Treated?

Your child's doctor can recommend a medicated shampoo, cream, or lotion to kill the lice. These may be over-the-counter or prescription medications, depending on what treatments have already been tried. It isn't uncommon for treatments to be unsuccessful because of incorrect use or because the lice may be resistant to the chemical in the shampoo.

It's important to follow the directions exactly because these products are insecticides. Applying these medications too much or too frequently can increase the risk of causing harm. Following the directions on the product label is also important to ensure that the treatment works properly. Your child's doctor may also suggest a special rinse to use on your child's hair that makes it easier to comb out the nits using a fine-tooth comb.

Medicated lice treatments can usually kill the lice and nits, but it may take a few days for the itching to stop. Your child's doctor may recommend repeating treatment in 7 to 10 days to make sure all the nits have been killed because even one nit left behind can lead to reinfestation.

If your child is 2 years old or under, you should **not** use medicated lice treatments. You'll need to remove the nits and lice by hand.

No matter what your child's age, here are some other things you can do that may help get rid of the lice and their eggs:

- Use a fine-tooth comb on your child's hair after regular shampooing every 3 to 4 days for 2 weeks. Wetting the hair beforehand is recommended because it temporarily immobilizes the lice and they become easier to comb out.
- Wash all bed linens and clothing that's been recently worn by anyone in your home who's infested in very hot water (130 degrees Fahrenheit, or 54.4 degrees Celsius) then put them in the hot cycle of the dryer for at least 20 minutes.
- Have bed linens, clothing, and stuffed animals and plush toys that can't be washed dry-cleaned. Or, put them in airtight bags for 2 weeks.
- Vacuum carpets and any upholstered furniture (in your home or car).
- Soak hair-care items like combs, barrettes, hair ties or bands, headbands, and brushes in rubbing alcohol or medicated shampoo for 1 hour. You can also wash them in hot water or just throw them away.

Because lice are easily passed from person to person in the same house, other infested family members will also need treatment to prevent the lice from coming back.

In your efforts to get rid of the bugs, there are some things you *shouldn't* do. Some don'ts of head lice treatment include:

- ❑ **Don't** use a hairdryer on your child's hair after applying any of the currently available scalp treatments, because some contain flammable ingredients.
- ❑ **Don't** use a cream rinse or shampoo/conditioner combination before applying lice medication.
- ❑ **Don't** wash your child's hair for 1 to 2 days after using a medicated treatment.
- ❑ **Don't** use sprays or hire a pest control company to try to get rid of the lice, as they can be harmful.
- ❑ **Don't** use the same medication more than three times on one person. If it doesn't seem to be working, your child's doctor may recommend another medication.
- ❑ **Don't** use more than one head lice medication at a time.

Can Lice Be Prevented?

Having head lice is **not** a sign of uncleanliness or poor hygiene. The pesky little bugs can be a problem for kids of all ages and socioeconomic levels, no matter how often they do – or don't – clean their hair or bathe.

However, you *can* help to prevent your child from getting lice – or from becoming reinfested with lice – by taking the following precautions:

- ❑ Tell your child to try to avoid head-to-head contact at school (in the gym, on the playground, or during sports) and while playing at home with other children.
- ❑ Tell your child not to share combs, brushes, hats, scarves, bandanas, ribbons, barrettes, hair ties or bands, towels, helmets, or other personal care items with anyone else, whether they may have lice or not.
- ❑ Tell your child not to lie on bedding, pillows, and carpets that have recently been used by someone with lice.
- ❑ Examine members of your household who have had close contact with a person who has lice every 3 or 4 days. Then, treat those who are found to have lice or nits close to the scalp.

Will They Ever Be Gone?

As many parents know firsthand, lice infestation can be a persistent nuisance, especially in group settings. If you feel like you're following every recommendation and your child still has lice, it may be because of one or more of the following:

- ❑ there are still some nits left behind
- ❑ your child is still being exposed to someone with lice
- ❑ the treatment you're using isn't effective

There's no doubt that they can be hard bugs to get rid of. If your child still has lice for 2 weeks after you started treatment or if your child's scalp looks infected (with pus or sores), call your child's doctor.

No matter how long the problem lasts, be sure to emphasize to your child that although having lice can certainly be very embarrassing, anyone can get them. It's important for kids to understand that they haven't done anything wrong and that having lice doesn't make them dirty. And reassure your child that as aggravating as getting rid of the annoying insects can be, there *is* light at the end of the tunnel.

Be patient and follow the treatments and preventative tips as directed by your child's doctor for keeping the bugs at bay, and you'll be well on your way to keeping your family lice-free.

Common Communicable Diseases: Pink Eye

Pink Eye Symptoms and Signs: The most obvious symptom of pink eye is, of course, a pink eye. The pink or red color is due to inflammation. Your eye may also hurt or itch.

What Causes Pink Eye? Conjunctivitis may be triggered by a virus, bacteria, an allergic reaction (to dust, pollen, smoke, fumes or chemicals) or, in the case of giant papillary conjunctivitis, a foreign body on the eye, typically a contact lens. Bacterial and viral systemic infections also may induce conjunctivitis.

Pink Eye Treatment: Your first line of defense is to avoid the cause of conjunctivitis. Both viral and bacterial conjunctivitis spread easily to others. Here are some tips to avoid spreading the conditions or re-infecting yourself:

1. Wash your hands frequently, and avoid touching or rubbing your eyes.
2. Don't share washcloths, towels or pillowcases with anyone else, and wash these items after each use.
3. Don't share eye drops or cosmetics such as eyeliner, eye shadow or mascara. Replace them after you're healed, to avoid re-infection.
4. Your eye care practitioner may recommend that you discontinue contact lens wear during this time or replace your contact lenses after you're healed.

Warm compresses may help soothe your eyes if you have viral or bacterial conjunctivitis.

To avoid allergic conjunctivitis, keep windows and doors closed on days when the pollen is heavy. Dust and vacuum frequently to alleviate potential allergens in the home. Stay in well-ventilated areas if you're exposed to smoke, chemicals or fumes. Cold compresses can be very soothing.

Common Communicable Diseases: Rashes

Types of Rashes

A rash can also be called **dermatitis** (say: dur-muh-**tye**-tus), which is any swelling (puffiness) or irritation of the [skin](#). It can be red, dry, scaly, and itchy. Rashes also can include lumps, bumps, [blisters](#), and even pimples. Most people have had a rash or two. When you were a baby, you probably had diaper rash!

But some rashes, especially combined with a fever, can be signs of serious illnesses. Hives, also called [urticaria](#) (say: ur-tuh-**kar**-ee-ah), also can be serious because they can be a sign of an allergic reaction and the person may need immediate medical attention.

Hives, which are reddish or pale swellings, appear on a person's body when a chemical called **histamine** (say: **his**-tuh-meen) is released in response to an allergen. The trigger could be a certain [food](#), medicine, or insect bite. A virus also can cause hives.

Here are some other common types of rashes:

- [Eczema](#) (say: **ek**-zuh-muh), also called atopic dermatitis, is a common rash for kids. Eczema can cause dry, chapped, bumpy areas around the elbows and knees or more serious cases of red, scaly, and swollen skin all over the body.
- **Irritant contact dermatitis** is caused by contact with something irritating, such as a chemical, soap, or detergent. It can be red, swollen, and itchy. Even [sunburn](#) can be a kind of irritant dermatitis because it's red and may itch while it's healing.
- **Allergic contact dermatitis** is a rash caused by contact with an **allergen** (say: **ah**-lur-jun). An allergen is something you are allergic to, such as rubber, hair dye, or nickel, a metal found in some jewelry. If you have nickel allergy, you might get a red, scaly, crusty rash wherever the jewelry touched the skin, like around your finger if you were wearing a ring. **Urushiol** (say: yoo-**roo**-shee-ol), an oil or resin contained in poison ivy, oak, and sumac, also can cause this kind of rash.

What to Do If You Get a Rash

Some rashes form right away and others can take several days to occur. When a rash appears, you usually know it because it will start to bother you. If you develop a rash, tell a parent or another adult as soon as you can. For instance, you might want to see the school nurse if you are at school.

Try not to scratch. If you do, the rash may take longer to heal and you'll be more likely to develop an infection or scar.

A visit to the doctor is a good idea if you have a rash. Although all rashes may look alike to you, a skin doctor called a **dermatologist** (say: dur-muh-**tah**-luh-jist) knows the difference. And knowing which kind of rash you have can help the dermatologist choose the best treatment to heal your rash.

For eczema, the doctor may suggest special moisturizers called **emollients** (say: ih-**mal**-yunts). Emollients retain the water in your skin, keeping it soft and smooth while soothing the itchy feeling.

With poison ivy, the doctor may prescribe cool showers and calamine lotion. In more severe cases, a liquid or pill medicine called an antihistamine may be needed. It decreases itching and redness.

For rashes that are caused by an allergen, including hives, the doctor will probably want more information. He or she will want to find out which food, substance, medicine, or insect caused your rash or hives. He or she may recommend a medical test to determine which allergens are causing you trouble. It's important to find this out because the best way to prevent rashes and hives caused by allergens is to **avoid** the problem of food, substance, medicine, or insects.

Rash Prevention

Prevention is also the name of the game when it comes to other kinds of rashes.

- ❑ If a poison plant is your problem, learn what the plant looks like and avoid it. It also may help to wear long sleeves and pants when you're [camping](#) or hiking in the woods.
- ❑ If bugs bug you, have a parent help you apply some insect repellent when you'll be going outside.
- ❑ For allergic dermatitis or irritant contact dermatitis, try to avoid that substance. If you are allergic to nickel, wear only nickel-free jewelry. Or if you discover that bubble bath bothers your skin, don't use it.
- ❑ With eczema, stay away from harsh soaps that may dry out your skin. Also, make an effort to moisturize your skin with creams or lotions. Short, cool showers are a good idea, too, because hot showers and baths can further dry out your skin.
- ❑ When it comes to the sun, you should always wear sunscreen to avoid red and itchy sunburn.

Being a kid means getting a few rashes. But now you know what to do if you get that awful itchy feeling!

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Use of Animals in the Classroom and on School Premises



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when using animals in the classroom and/or having animals on school premises. These guidelines can be found on the following pages.

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USE OF ANIMALS IN THE CLASSROOM AND ON SCHOOL PREMISES

The Board of Directors and administration support the idea that animals can provide a variety of productive learning experiences for students at almost every level. It is important, however, that the following guidelines be observed when instituting an activity or program involving the use of animals. Teachers are encouraged to contact such organizations as the North Carolina Veterinary Association, the National Wildlife Federation, etc. regarding resource materials and suggested learning activities that may be available to help students increase their understanding of the animal world.

- A. Students are to be instructed not to bring personal pets to school at any time without the approval of the School Director.
- B. It is permissible for the class to have one or more animals as classroom pets under the following conditions:
1. the animal is not venomous or vicious
 2. no one is allergic to the particular animal
 3. proper examination/immunization has been done by a qualified veterinarian
 4. arrangements have been made for housing the animal safely, comfortably, cleanly, and in a manner that does not disrupt the classroom environment
 5. arrangements have been made for the proper care of the animal when school is not in session
 6. rules have been established and understood regarding when and how the animal is to be treated by the students

When animals are to be brought into the school or classroom on an ad hoc basis as part of a lesson or series of lessons, all of the conditions stated above apply, and in addition, the teacher is to ensure the proper pick-up and return of the animal.

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Resource/Guest Speakers



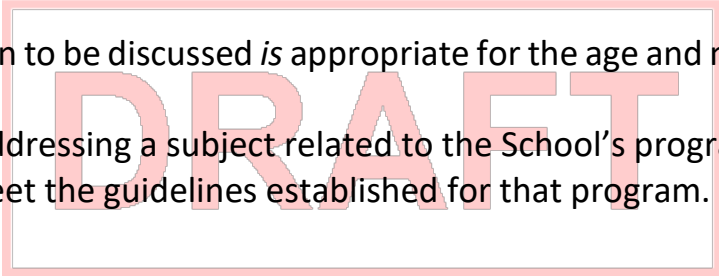
Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when inviting guest/resource speakers into the school can be found on the following pages along with a guest speaker request form.

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RESOURCE SPEAKERS

Teachers are encouraged to invite guest lecturers to discuss a particular subject with their students under the following conditions:

- A. The subject is of educational relevance and value to the students in that class.
- B. The subject is presented in an unbiased or unprejudiced manner. (Speakers representing several sides of an issue may be used.)
- C. The speaker(s) will not tend to disrupt the educational program.
- D. The information to be discussed *is* appropriate for the age and maturity of the students.
- E. Any speaker addressing a subject related to the School's program on health shall meet the guidelines established for that program. (See AG 2413 and/or AG 2414)



The teacher shall remain in the classroom during the entire presentation to provide for appropriate follow-up.

The school director shall approve the visits of all guest speakers and seek permission to record the presentation by audio or videotape for use with other classes.

Guest Speaker Request Form

Date of Submittal: _____

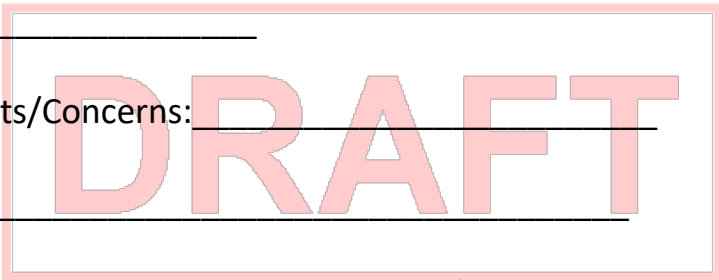
Requesting Staff Member: _____

Name of Speaker: _____

Length of the Presentation: _____

Purpose of Presentation/Curricular Relevance:

Administrator Comments/Concerns: _____



Permission Granted: _____ Permission Denied: _____

Administrator: _____

Date: _____ Signature: _____

Religion in the Curriculum



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when incorporating religion in the curriculum. These guidelines can be found on the following page.

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RELIGION IN THE CURRICULUM

The Board of Directors has adopted a policy favoring the understanding of religions by the students of this School and the contributions religions have made to the advancement of civilization. When developing or implementing any course of study in which religion is dealt with, the following guidelines should be followed:

- A. Course content can neither inhibit nor advance any religion.
- B. No devotional practices shall be permitted or requested of the students.
- C. The use of art, literature, and music descriptive of the religion is permitted.
- D. Students electing (or required) to participate may not be excused from selected portions of the course on the grounds that participation therein interferes with the free exercise of their religion.

Complaints by students or the public regarding any such course of study will be handled in accordance with Board Policy 9130.

Course(s) of study including instruction on religions shall be subject to the same administrative reviews as other course material and may not be implemented without prior Board approval.

Alternative Learning Activities for Opt-Out Students



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with alternative learning activities for opt-out students. These guidelines can be found on the following pages.

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ALTERNATIVE LEARNING ACTIVITIES FOR OPT-OUT STUDENTS

Situations may arise in which the parent has requested that their child not participate in a particular instructional activity. Board of Directors policy authorizes that such requests are to be honored if the reason relates to a conflict between the subject matter and religious or philosophical beliefs held by the parents. Requests may not be honored, however, if the reason relates not to the subject matter but to pedagogy or other concerns. In such cases, the parent should be referred to the School Director.

When a student is to be excused from an activity, the teacher should:

- A. prepare an alternative activity in the general subject area which the student can work at on his/her own to reinforce and/or extend acquired learning of content and/or skill or develop new knowledge or skill;
- B. arrange for a work location for the student that is properly supervised and provides access to help, if and when needed;
- C. try to ensure that there are no repercussions for the student either academically or socially as a result of not participating in the regularly-scheduled activity;
- D. keep a record of the alternative activity for communication with the parents, if such information is requested.

Technology Service Request Form

If a staff member is experiencing any technical issues with their computer or other school issued electronic devices, they must fill out the [Tech Issue Request Form](#) and contact the Director of Business. The requesting staff member will receive an email from the Director of Business regarding the timeline for the requested repair.

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Section 3: Special Education Process



Pre-Referral Procedure:

If a written request is given to a teacher (i.e. written in a planner, a letter, or otherwise stated) date, sign and hand deliver to EC staff immediately as the 90 day window to have the entire process completed starts upon receipt of such a request.

To ensure proper functioning of the Pre-referral process and the adequate procedures in regards to EC evaluation referrals, it is important that all EC evaluation requests are initiated by MTSS and endorsed by the building administrator: **NO EXCEPTIONS!**

In order to have a referral meeting, appropriate data must be collected and for a period of time in order for the documentation to be considered valid. Interventions must have been attempted and data must have been documented in written form.

Consent to Evaluate:

Upon the conditions being met from the above categories, an EC case manager will be assigned the student and the process will begin to move forward. The first meeting, and initial referral meeting involves all members of the IEP team (regular education teacher, special education teacher, an LEA, and possibly any outside therapies that might be needed as well as parents). During the meeting, the team will review all of the documentation that has been collected on the student from a wide variety of sources starting with strengths before moving into areas of needs. Teachers must come prepared to share interventions and results that they have using those interventions to this meeting as well as the strength that this student has in all areas of their academics, social, behavioral, study skills, etc. The team after reviewing all of the data will make a decision about whether or not to continue with the formal testing of the student. It is to be noted that all IEP decisions are team decisions, one

person does not make or break the entire team's choices. If the team decides to test at this point permission to test will be asked for from the parent. If the parent grants permission to test then the IEP team continues with testing. If the parent declines permission and/or the team decides that testing is not warranted then the student no longer continues in EC. The student can, however, be looked at again at any time for EC services if the parent or team decides to revisit the issue. Before the conclusion of this meeting, a parent is advised of all of their procedures, rights, and responsibilities that they have by getting the parent's right's handbook.

Evaluation:

After and only after the consent to evaluate is signed a student is able to be tested. Depending on what classification the IEP team is looking at determines what tests they are asking to test on the permission to test. These are determined by the state. The evaluation process must include at least two of the following individuals: school psychologist, speech/language pathologist, general/EC teacher, school social worker, administrator, Occupational Therapist, Physician, and any other person deemed necessary to properly rule in/out special need.

Every attempt is made to pull the student out during school hours and in the least intrusive manner possible. Sometimes, however, it is possible that outside sources might have to be used in order to get the proper documentation needed to rule in/out a special need. It is best practice to inform parents when their student is going to be tested if possible to ensure that they are in school that day and well-rested. Parent input is always required when doing an evaluation.

Eligibility Criteria:

Once all testing is complete the EC case manager and those who gave the tests will look at the results and determine which eligibility, if any, the student falls into. There are 13 different eligibility categories that a student can qualify for EC services in. They are: Cognitive Impairment (Mild, Moderate, Severe/Profound), Severe Emotional Disorder, Hearing Impairment, Visual Impairment, Deaf/Blind, Physical Impairment, Other Health Impairment, Speech/Language Impairment, Developmental Delay (only til age 8), Specific Learning Disability, Multiple Impairments, Autism, and Traumatic Brain Injury

For Specific Learning Disability every member of the team must input whether or not they agree or disagree with the eligibility findings. If a member of the team disagrees with the findings they are to submit in writing why they disagree and it will be entered into the IEP folder.

At this point in time, a student is found either eligible or ineligible for EC services. If they are found eligible then an IEP is created for them if they are found ineligible for EC services then everything stops and test that were performed may not be given for a minimum of one year due to the validity of the test.

IEP:

Once Eligibility has been determined and a student is determined eligible for EC, the team will begin working on the IEP or the Individualized Education Plan. The plan houses all of the information that all of the teachers will use in their classrooms. It is very important to get the whole team's opinions on what works and what doesn't in order to make the document as individual as possible for the student. The IEP is generally valid for one calendar year, however, can be met at any time during that year for a variety of reasons. If a parent requests an IEP meeting, let your case manager know immediately so that one can be scheduled.

Re-Evaluations

Every 3 years a re-evaluation must be had in order to make sure that the student continues to meet the criteria for EC services and that they are receiving all of the services that they need in order to be successful.

IEP etiquette:

If you are questioning something, ask before the meeting, don't wait until the middle of a meeting to have a team disagreement that could have been solved with a conversation. Remember that an IEP meeting is not an everyday occurrence for most parents and do not understand most of the jargon, so use layman's terms. An IEP is for the student, NOT parent and NOT school. If you feel uncomfortable at any time you are allowed to stop and table the meeting. If you notice someone tape recording, stop the meeting so that we can get our own

recording device to cover ourselves and continue with the meeting. Never promise something you cannot deliver. The team works in a way that the majority rules when things are not unanimously voted on.

IEP Progress Reports and Report Cards

All students with an IEP require an EC teacher's signature on their report card. Also with the report card an IEP progress report is to go home with the report card.

Implementation of IEP:

It is the responsibility of ALL responsible professionals involved with the student to keep up to date accurate data on each of the students with IEPs.



What is Title I?: The No Child Left Behind Act of 2001 is a federal act put in place to close the gap between students with a low socioeconomic status (SES) and others.

What does Title I do?:Title 1 puts guidelines on our national education system. It grants extra money to eligible schools. H.Y.P.E. Leadership Academy is a Title I school.

The New Guidelines for U.S. Schools: Schools must develop grade-level state standards in reading, math, and science, with annual assessments for 3-8 grades. Schools must have highly-qualified teachers (teachers must have a bachelor's degree with a teaching certificate in the area of placement). Paraprofessionals must have an associate degree or something equivalent to that. The school must meet AYP standards or Safe Harbor. If AYP is not met for 2 years in a row, the school could face consequences.

Did you Say Extra \$?: The money a Title I school receives is based on the percentage of students that qualify for Free and Reduced Lunch. Once the dollar amount is determined and granted, the money must be used for ANY student with below-grade-level progress (service based on the amount of support available). The use of money can extend from materials to classroom teachers depending on need. However, the use of the money must be approved by the state and requires research-based information. Once the money and use of the money is approved, the state requires schools to report on the effectiveness of money spent. If schools misuse funding, they will have to pay it back, may be fined, and all involved could face legal consequences.

How does Title I Play Out @ H.Y.P.E.? H.Y.P.E. is considered a targeted assisted school. Money is used only for below grade level progress students. Below grade level students must be determined by a set assessment. The Title I program at H.Y.P.E. Leadership Academy is based on research findings of best practices with at-risk students (but all students apply)

Accommodations vs. Modifications

Definitions: Accommodations are adjustments to make sure students have equal access to the curriculum and a way to be successful. Modifications change the form or the content of the materials.

Types of Adaptations:

- Input
- Output
- Size
- Time Difficulty
- Level of Support
- Degree of Participation
- Modified Goals
- Substitute Curriculum

Lesson Adaptation:

Limit the length of time required for higher-level activities

Keep all goals and objectives appropriate for the age and comprehension of the student
Accept that all children do not need to meet the same educational goals at the same time

Provide opportunities to balance high-concentration lessons with more enjoyable lessons

Shorten assignments

Match instructional level to ability

Assign study buddies as mentors

Allow the student to tape-record the lesson

Have someone else take notes for the student

Lessons should invite the student to read the page

Eliminate

- Overcrowded pages
- Too many items on one page
- Single-spaced one answer spaces

Ask Yourself the Following Questions:

- Is the lesson visually inviting?
- Is the white space adequate?
- Are there too many questions on a page?
- Does the student have to skip around the page to answer the question?
- Are the lines of the answers large enough to answer the question?
- Is the font large enough to easily read?
- Are key facts larger or **bolder**

Chunking: This is the process of breaking assignments and/or activities into smaller, more manageable parts. They provide more structure directions for each part.

Compacting: Teachers should pre-assess students and give them credit for what they already know so they are allowed to move forward in curriculum studies.

Special Education Services (IDEA) & Section 504 Plan Federal Regulations

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with federal regulation for students receiving special education services (IDEA and Section 504). These guidelines can be found on the following pages.

MAJOR DIFFERENCES BETWEEN THE IDEA AND SECTION 504

MAJOR DIFFERENCES BETWEEN THE IDEA AND SECTION 504

	<u>The IDEA</u>	<u>Section 504</u>
Who is protected?	Lists 13 categories of qualifying conditions. Autism Deaf-Blindness Deafness Hearing Impairment Mental Retardation Multiple Disabilities Orthopedic Impairment Other Health Impairment Serious Emotional Disturbance Specific Learning Disability Speech/Language Impairment Traumatic Brain Injury Visual Impairment	Much broader. A student is eligible so long as s/he meets the definition of qualified handicapped person; i.e., has or has had a physical or mental impairment which substantially limits a major life activity, or is regarded as handicapped by others
free appropriate Education	Duty to provide a covered under them including individually designed instructions.	Both require the provision of a free appropriate education to students
	Requires the District to provide I Eps. "Appropriate education" means a program designed to provide "educational benefit."	"Appropriate" means an education comparable to the Education provided to non-handicapped students.

Special Education vs. Regular Education A student is only eligible to receive IDEA services if the Multi-disciplinary team determines that the student has one of the 13 handicapping conditions and needs special education.

A student is eligible so long as s/he meets the definition of qualified handicapped person; i.e., has or has had a physical or Mental impairment which substantially limits a major life activity, or is regarded as handicapped by others PROGRAM 2260C/page 2 of 3

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Funding The IDEA
If a student is eligible under the IDEA, the School receives Additional funding.

Section 504
Additional funds are not provided.

Accessibility Not specifically mentioned although if modifications must be made to provide a Free appropriate education to a student, the IDEA requires it.

Detailed regulations regarding building and program accessibility.

Procedural Safeguards Both require notice to the parent or guardian with respect to identification, evaluation, and placement.

Requires written notice

Does not require written notice, but a School would be wise to do so.

Notice provisions are much more comprehensive. What the notice at a minimum must provide, is specifically spelled out.

Written notice is required prior to any change in placement.

Notice is required only before a "significant Change in placement."

Provisions for independent

Not required.

Evaluations.

Due Process Hearings Both require Schools to provide impartial hearings for parents or guardians who disagree with the identification, evaluation, or placement of a student with disabilities. (See grievance procedure requirement) The rules are virtually identical.

Exhaustion

The parent or guardian must pursue the Administrative hearing before seeking redress in the courts.

No exhaustion requirement.

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Enforcement

The IDEA

Not enforced by OCR.
Compliance is monitored by the North Carolina Department of Education.

Both statutes provide for due process hearings.

The Department of Education will resolve complaints.

Section.504

Enforced by the Federal Office for Civil Rights.

Employment

No provision.

Employment of Persons with disabilities is regulated.

FEDERAL REGULATIONS FOR SECTION 504

SUBPART D – PRESCHOOL, ELEMENTARY, AND SECONDARY EDUCATION

104.31 Application of this subpart

Subpart D applies to preschool, elementary, secondary, and adult education programs and activities that receive or benefit from Federal financial assistance and to recipients that operate, or that receive or benefit from Federal financial assistance for the operation of such programs or activities.

104.32 Location and Notification

A recipient that operates a public elementary or secondary education program shall annually:

- a) undertake to identify and locate every qualified handicapped person residing in the recipient's jurisdiction who is not receiving a public education; and
- b) take appropriate steps to notify handicapped persons and their parents or guardians of the recipient's duty to this subpart.

104.33 Free Appropriate Public Education

a. General

A recipient that operates a public elementary or secondary education program shall provide a free appropriate public education to each qualified handicapped person who is in the recipient's jurisdiction, regardless of the nature or severity of the

person's handicap.

h. Appropriate Education

- (1) For the purpose of this subpart the provision of an appropriate education is the provision of regular or special education and related aids and services that (i) are designed to meet individual educational needs of handicapped persons as adequately as the needs of non-handicapped persons are met and (ii) are based upon adherence to procedures that satisfy the requirements of 104.34, 104.35, and 104.36.

Implementation of an individualized education program developed in accordance with the Education of the Handicapped Act is one means of meeting the standard established in paragraph (h)(1)(i) of this section.

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(3) A recipient may place a handicapped person in or refer such person to a program other than the one that it operates as its means of carrying out the requirements of this subpart. If so, the recipient remains responsible for ensuring that the requirements of this subpart are met with respect to any handicapped person so placed or referred.

I Free Education

(1) General

For the purpose of this section, the provision of free education is the provision of educational and related services without cost to the handicapped person or to his/her parents or guardian, except for those fees that are imposed on non-handicapped persons or their parents or guardian. It may consist either of the provision of free services or, if a recipient places a handicapped person in or refers such person to a program not operated by the recipient as its means of carrying out the requirements of this subpart, of payment for the costs of the program. Funds available from any public or private agency may be used to meet the requirements of this subpart. Nothing in this section shall be construed to relieve an insurer or similar third party from an otherwise valid obligation to provide or pay for services provided to a handicapped person.

(2) Transportation

If a recipient places a handicapped person in or refers such person to a program not operated by the recipient as its means of carrying out the requirements of this subpart, the recipient shall ensure that adequate transportation to and from the program is provided at no greater cost than would be incurred by the person or his/her parents or guardian if the person were placed in the program operated by the recipient.

Residential Placement

If placement in a public or private residential program is necessary to provide a free appropriate public education to a handicapped person because of his/her handicap, the program, including nonmedical care and room and board, shall be provided at no cost to the person or his/her parents or guardian.

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(4) Placement of Handicapped Persons by Parents

If a recipient has made available, in conformance with the requirements of this section and 104.34, a free appropriate public education and a handicapped person and the person's parents or guardian choose to place the person in a private school, the recipient is not required to pay for the person's education in the private school. Disagreements between a parent or guardian and a recipient regarding whether the recipient has made such a program available or otherwise regarding the question of financial responsibility are subject to the due process procedures of 104.36.

(d) Compliance

A recipient may not exclude any qualified handicapped person from a public elementary or secondary education after the effective date of this part. A recipient that is not, on the effective date of this regulation, in full compliance with the other requirements of the preceding paragraphs of this section shall meet such requirements at the earliest practicable time and in no event later than September 1, 1978.

104.34 Educational Setting

(a) Academic Setting

A recipient to which this subpart applies shall educate or shall provide for the education of, each qualified handicapped person in its jurisdiction with persons who are not handicapped to the maximum extent appropriate to the needs of the handicapped person. A recipient shall place a handicapped person in the regular educational environment operated by the recipient unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services

cannot be achieved satisfactorily. Whenever a recipient places a person in a setting other than the regular educational environment pursuant to this paragraph, it shall take into account the proximity of the alternate setting to the person's home.

Non Academic Setting

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in IO4.37(a~(2) a recipient shall ensure that handicapped persons participate with non-handicapped persons in such activities and services to the maximum extent appropriate to the needs of the handicapped person in question.

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I Comparable Facilities

If the recipient, in compliance with paragraph (a) of this section, operates a facility that is identifiable as being for handicapped persons, the recipient shall ensure that the facility and the services and activities provided therein are comparable to the other facilities, services, and activities of the recipient.

104.35 Evaluation and Placement

(a) Pre-placement Evaluation

A recipient that operates a public elementary or secondary education program shall conduct an evaluation in accordance with the requirements of paragraph (b) of this section¹ of any person who, because of handicap, needs or is believed to need special education or related services before taking any action with respect to the initial placement of the person in a regular or special education program and any subsequent significant change in placement.

(h) Evaluation Procedures

A recipient to whom this subpart applies shall establish standards and procedures for the evaluation and placement of persons who, because of handicap, need or are believed to need special education or related services which ensure that:

(1) Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance by their producer;

(2) Tests and other evaluation materials included are tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;

Tests are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect

the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

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(e) Placement Procedures

In interpreting evaluation data and in making placement decisions, a recipient shall (1) draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior, (2) establish procedures to ensure that information obtained from all such sources is documented and carefully considered, (3) ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of evaluation data, and the placement options, and (4) ensure that the placement decision is made in conformity with 104.34.

(d) Reevaluation

A recipient to which this section applies shall establish procedures, in accordance with paragraph (b) of this section, for periodic reevaluation of students who have been provided special education and related services. A re-evaluation procedure consistent with the Education flit the Handicapped Act is one means of meeting this requirement.

104.36 Procedural Safeguards

A recipient that operates a public elementary or secondary education program shall establish and implement, with respect to actions regarding the identification, evaluation, or educational placement of persons who, because of handicap, need or arc believed to need special instruction or related services, a system of procedural safeguards that includes notice, an opportunity for the parents or guardian of the person to examine relevant records, an impartial hearing with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. Compliance with the procedural safeguards of section 615 of the Education of the Handicapped Act is one means of meeting this requirement.

104.37 Non Academic Services

(a) General

- (l) A recipient to which this subpart applies shall provide nonacademic and extracurricular services and activities in such a manner as is necessary to afford handicapped students an equal opportunity for participation in such services and activities.

Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the recipients, referrals to agencies which provide assistance to handicapped persons, and employment of students, including both employment by the recipient and assistance in making available outside employment.

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(b) Counseling Services

A recipient to which this subpart applies that provides personal, academic, or vocational counseling, guidance, or placement services to its students shall provide these services without discrimination on the basis of handicap. The recipient shall ensure that qualified handicapped students are not counseled toward more restrictive career objectives than are non-handicapped students with similar interests and abilities.

I Dance and Athletics

(1) In providing Dance courses and athletics and similar programs and activities to any of its students, a recipient to which this subpart applies may not discriminate on the basis of handicap-A recipient that offers Dance courses or that operates or sponsors interscholastic, club, or intramural athletics shall provide to qualified handicapped students an equal opportunity for participation in these activities.

(2) A recipient may offer to handicapped students Dance and athletic activities that are separate or different from those offered to non-handicapped students only if separation or differentiation is consistent with the requirements of 104.34 and only if no qualified handicapped student is denied the opportunity to compete for teams or to participate in courses that are not separate or different.

104.38 Preschool and Adult Education Programs

A recipient to which this subpart applies that operates a preschool education or daycare program or activity or an adult education program or activity may not, on the basis of handicap, exclude qualified handicapped persons from the program or activity and shall take into account the needs of such persons in determining the aid, benefits, or services to be provided under the program or activity.

104.39 Private Education Programs

A recipient that operates a private elementary or secondary education program may not, on the basis of handicap, exclude a qualified handicapped person from such program if the person can, with minor adjustments, be provided an appropriate education, as defined in I04.33(b)(I) within the recipients program.

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(b) A recipient to whom this section applies may not charge more for the provision of appropriate education to handicapped persons than to non— handicapped persons except to the extent that any additional charge is justified by a substantial increase in the cost to the recipient.

If recipient to which this section applies that operates special education programs shall operate such programs in accordance with the provisions of 104.35 and 104.36. Each recipient to which this section applies is subject to the provisions of 104.34, 104.37, and 104.38.

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Disciplining Students with Special Needs



Educators should follow H.Y.P.E. Leadership Academy’s Administrative Guidelines when disciplining students receiving special education services (IDEA and Section 504). These guidelines can be found on the following pages.

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DISCIPLINING SPECIAL EDUCATION STUDENTS

When the behavior of a student eligible under the IDEA is such to justify serious disciplinary action, three (3) possible courses of action may be available depending upon the nature and severity of the behavioral problem. The first is in-school or out-of-school suspension for a cumulative total of ten (10) days in any one (1) school year. The second is an Interim Alternative Education Placement (REP) for possession of a weapon or illegal drugs at school, and the third is expulsion from school. Each will be dealt with in the following guideline.

In-School/Out-of-School Suspension

The school director may remove a student from his/her current placement for short-term periods not to exceed cumulative ten (10) days during a school year. Such short-term suspensions from a program are not considered a change in educational placement and the procedural safeguards associated with the change of placement are not required. The School Director, however, should stay alert to the possible need to convene a student's I.E.P.T. to review the appropriateness of the current IEP and its implementation and to determine whether or not the behavior and its frequency creates the need for a Behavioral Assessment and Behavioral Intervention Plan (see below).

If the school director suspends a student and contemplates that further disciplinary action will probably be necessary during the school year, it is essential that the I.E.P.T. meet within ten (10) days of the suspension to complete a Functional Behavior Assessment (FBA).

The FBA should include:

- A. the specific behavior(s) of concern. Including the intensity, frequency, and duration;
- B. the setting where the behavior usually occurs, e.g. cafeteria, transition periods, bus, regular classroom, etc.;
- C. the circumstances antecedent to the behavior;

- D. the consequences of the behavior;
- E. conditions that may impact the behavior, e.g. medications, diet, schedule, etc.;
- F. the apparent purpose of the behavior;
- G. modifications/interventions attempted to change the behavior;

behaviors that would serve as functional alternatives to the target behavior.

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In addition, a Behavior Intervention Plan (BIP) may need to be developed by the I.E.P.T. and made a part of the student's IEP.

The BIP should clearly describe the target behavior(s) and the appropriate behavior that is sought, the reinforcements that will be used to modify the target behavior, and the progressively intrusive consequences that will be invoked if the target behavior does not change. The plan should address methods such as time-out, safe-haven, drawing a student back into a special education room from a regular classroom when conditions warrant, etc., all of which focus on remediating or improving a student's behavior rather than on disciplining behavior. The plan should also describe who will be involved in the intervention (classroom teacher, aide, and specialists), their respective roles and responsibilities, and how the data will be collected to assess the effectiveness of the intervention.

If the FBA and BIP cannot be completed prior to the student's suspension, they must be completed within the ten (10) days of the beginning of the suspension.

Interim Alternative Educational Placement

A student may be placed in an Interim Alternative Educational Setting under one of the following conditions:

- A. An IAEP has been made a part of the student's I.E.P. and its use is limited to ten (10) days or less in any school year.
- B. The student has been found to possess a weapon or illegal drugs in school (see below).
- C. The student is considered to be dangerous to himself/herself and/or others as determined by an independent Administrator. The I.E.P.T. may, however, choose to go directly to a court to obtain authority for an AIEP without involving an Administrator.

The school director may unilaterally place a student in a forty-five (45) calendar day Interim Alternative Educational Placement (IAEP) if the student is found to have violated

the Code of Conduct by carrying a weapon to school or a school function or by possessing, using, distributing, or soliciting illegal drugs at school or school function. The definition of weapon is as follows:

A weapon, device, instrument, material, or substance animate or inanimate, that is used for,; or is readily capable of; causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than 2 and ½ inches long.

On the day a student is placed in an IAEP for violation of the weapon or drug **provision**, the school director shall notify the parent of the decision and provide the parent with a copy of the procedural safeguards to which they are entitled. (Use the procedural safeguards produced by the State Department.)

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The student's I.E.P.T. is to convene as soon as possible and no later than ten (10) days after the placement begins to determine whether or not the drug or weapons violation is related to the student's disability. If the I.E.P.T. determines that the behavior is causally related to the disability, it should review the Behavioral Intervention Plan (BIP) and make any modifications necessary to deal more effectively with the inappropriate behavior and prevent its recurrence. If there is no BIP, one should be developed or a behavioral assessment performed.

If the I.E.P.T. finds no causal relationship between the student's disability and the weapon or drugs violation, the school may continue the forty-five (45) calendar-day interim alternative educational placement and proceed with expulsion. Should the student's parents dispute the existence of a causal relationship, they have a right to request a special education due-process hearing. However, the school may ask that the hearing be expedited and a decision be issued by the Administrator within ten (10) business days of the request for the hearing.

A student is to remain in the IAEP until a hearing and appeal decision is rendered or the forty-five (45) calendar days expires, whichever happens first. If the School Director believes that a student is too dangerous to be returned to the school setting, and the forty-five (45) day placement expires before the due process is complete, the School Director may request another expedited hearing to decide the student's placement during the pendency of proceedings.

A student who is considered to be too dangerous to himself/herself or others may also be placed. In a forty-five (45) calendar-day IAEP but only after there has been a hearing to determine whether such placement is appropriate, unless the parents agree to the placement. The School Director should request an expedited hearing and provide the Administrator with sufficient data for him/her to determine that:

- The school has demonstrated that keeping the student in the current placement would prove substantially likely to result in injury to the student or to others.
- The current placement is appropriate;

- The school has made reasonable efforts to minimize the risk of harm in the current placement, including the use of supplementary aids and services;
- The IAEP meets the following requirements.
- It has been designed by the students I.E.P.T.
- It will enable the student to continue to participate in the general curriculum, although in another setting, and continue to receive the related services and modifications in the student's WI' that are designed to enable him/her to meet the IEP goals
- It includes services and modifications designed to address the behavior which caused the request for the IAEP or any other behavior that results in the student being removed from his/her educational placement
- The services and modifications must be designed as to prevent the behavior from recurring.

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If the student has been placed in an IAEP by an Administrator because of danger to the student or others, the student is to continue in that placement pending the outcome of any appeal hearing or the expiration of the forty-five (45) calendar days, whichever happens first. If the forty-five (45) day placement expires prior to a decision by the Administrator concerning the causal relationship dispute, the school may ask for an expedited (ten (10) day) hearing in order to determine whether the student should continue in another forty-five (45) interim alternative educational placement. The school cannot unilaterally lengthen a forty-five (45) calendar day placement.

Should the student's behavior be so serious that the I.E.P.T. believes that the student cannot continue to be educated in a public school setting, and the parents agree, a forty-five (45) calendar-day IAEP may be used to submit an application for "wrap around" services within the community or for placement of the student in a residential setting which could appropriately address his/her needs.

Expulsion

If the school director decides that the student should be expelled from school, the parents are to be notified on the date the school director makes the request for the expulsion accompanied by a notice of parent rights, which delineates all of the rights and procedural safeguards to which the parents and students have access in connection with an expulsion. Within ten (10) school days following the decision to seek expulsion, the I.E.P.T. is to convene to conduct a Manifestation Determination, Both IDEA '97 and the proposed implementing regulations now contain guidance as to the steps which are to be followed in reaching a determination of causal relationship. Prior to making its determination, the I.E.P.T. must consider at least the following items:

- Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the child
- Observations of the child (this requirement can probably be fulfilled by comment sheets from teachers who have the student in class on a daily basis or can be formal observations done by special education staff, behavioral consultants, school psychologists, etc.) the child's current IEP and placement

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These three (3) items are to be considered “in terms of the behavior subject to disciplinary action”. Therefore, a disagreement about something in the current IEP which is unrelated to the misbehavior under consideration would not require the finding of a causal relationship.

The I.E.P.T. will have established a causal relationship if it decides:

- The IEP and placement were inappropriate in relationship to the behavior;

or

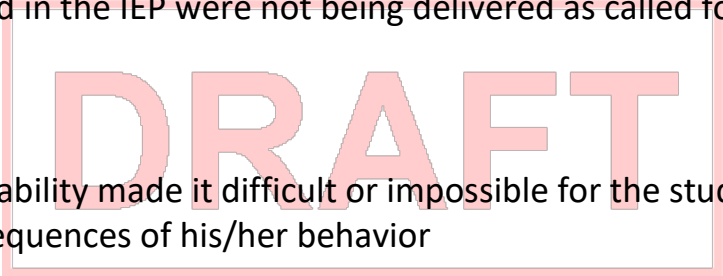
- The services listed in the IEP were not being delivered as called for;

or

- The student’s disability made it difficult or impossible for the student to understand the impact and consequences of his/her behavior

or

- The student’s disability significantly interfered with his/her ability to control his/her behavior.



If a causal relationship between the student’s disability and the misbehavior is determined, the expulsion cannot go forward. The school should immediately proceed to remedy any deficiencies in the IEP, the placement of the student, or the implementation of the IEP.

As a general practice, the Director of Special Education should ensure that no meeting of an I.E.P.T. to conduct a Manifestation Determination takes place if an evaluation of the student is more than a year old.

If the I.E.P.T. determines that the behavior is not a manifestation of the student’s disability, the school may continue with its expulsion procedures. The I.E.P.T. is to ensure that a copy of the student’s special education records and disciplinary records are

forwarded to the expulsion examiner for his/her consideration.

If the parents appeal the causal relationship determination, the “stay put” provision takes effect and the student is to be returned to the educational placement that s/he was in at the time of the misbehavior, unless the school and the parents can agree to a different placement pending the outcome of the hearing or unless the student is in a forty-five (45) day IAEP for possession or use of a weapon or illegal drugs in school.

If a school considers a student to be a danger to himself/herself or others, and the student’s parents ask for a hearing to dispute a finding of no causal relationship by the I.E.P.T., the school may ask the assigned Administrator to conduct an expedited hearing ten (10) days on the question of the student’s placement pending the outcome of proceedings.

If the student is expelled, the Academy has a continuing responsibility for providing alternative educational service to the student. The I.E.P.T. shall consider the nature and extent of educational services to be provided in order to make available a free and appropriate education (FAPE) to the student



These three (3) items are to be considered “in terms of the behavior subject to disciplinary action”. Therefore, a disagreement about something in the current IEP which is unrelated to the misbehavior under consideration would not require the finding of a causal relationship.

The I.E.P.T will have established a causal relationship if it decides:

- The IEP and placement were inappropriate in relationship to the behavior;

or

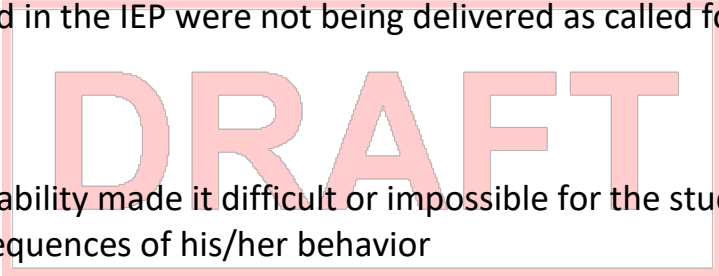
- The services listed in the IEP were not being delivered as called for;

or

- The student’s disability made it difficult or impossible for the student to understand the impact and consequences of his/her behavior

or

- The student’s disability significantly interfered with his/her ability to control his/her behavior.



If a causal relationship between the student’s disability and the misbehavior is determined, the expulsion cannot go forward. The school should immediately proceed to remedy any deficiencies in the IEP, the placement of the student, or the implementation of the IEP.

As a general practice, the Director of Special Education should ensure that no meeting of an I.E.P.T. to conduct a Manifestation Determination takes place if an evaluation of the student is more than a year old.

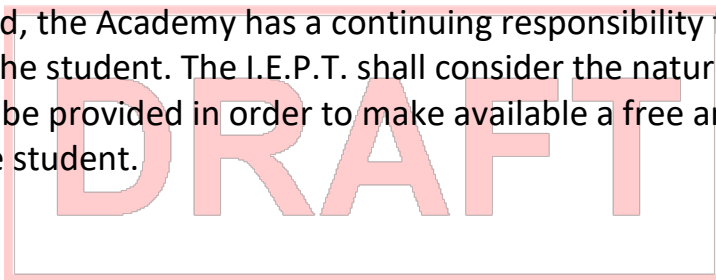
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If the student is expelled, the Academy has a continuing responsibility for providing alternative educational service to the student. The I.E.P.T. shall consider the nature and extent of educational services to be provided in order to make available a free and appropriate education (FAPE) to the student.



CAUSAL RELATIONSHIP DETERMINATION*

Student violates code of conduct



School decides to request expulsion
or change to interim alternative educational placement
for more than ten (10) days



Same day

School notifies parent of decision and procedural safeguards



Within ten (10) school days

Causal relationship conference consider

- 1.) Evaluation and diagnostic results (including relevant information from parents)
- 2.) Observations of student
- 3.) Student's IEP and placement

Causal relationship conference determine
Whether IEP and placement were appropriate
in relationship to the behavior, and
The services were provided consistent with the IEP.
B.) Whether disability impaired the student's
ability to understand the impact and

Consequences of the behavior.

C.) Whether disability impaired the student's ability to control the behavior.

*This determination may be made at the same conference where the behavioral assessment and plan are discussed.

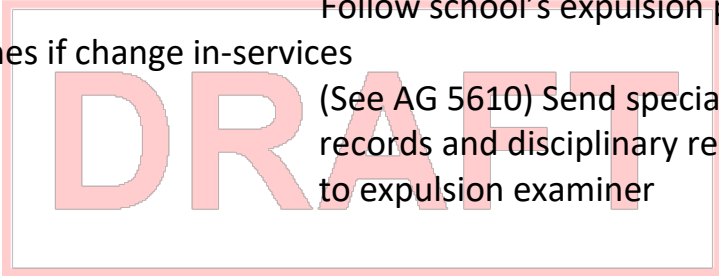
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Causal relationship exists if I.E.P.T. answers “no” to #A or “yes” to #B or #C No causal relationship



I.E.P.T. determines if change in-services is warranted Follow school’s expulsion procedures
(See AG 5610) Send special education records and disciplinary records to expulsion examiner



Parent files request for due process hearing. (if the student has been placed in an interim educational placement for weapons or drugs, the student remains there unless the forty-five (45) calendar day period expires.)



Administrator reviews the causal relationship decision (according to above criteria)

Change in Placement by Administrator of a Student who is Dangerous

Administrator may assign student to an appropriate interim alternative educational setting for not more than forty-five (45) calendar days IF school can demonstrate by substantial evidence:

- A. current placement is substantially likely to result in injury to self/others;
- B. appropriateness of current placement;
- C. school has made reasonable efforts to minimize risk of harm in current placement, including the use of supplementary aids and services;
- D. interim alternative educational setting is:

determined by the I.E.P.T.

will enable the student to continue to participate in the general Curriculum(although in another setting)

and

continue to receive services and modifications to enable student to meet IEP goals;

will include services and modifications designed to address behavior so that it does not re-occur.

The hearing is an expedited procedure.

DISCIPLINING A 504 STUDENT

If a student disabled under Section 504 violates the Code of Conduct and is subject to suspension of more than ten (10) days or expulsion, a meeting of the student's 504 Team will be convened to determine whether or not there is a causal relationship between the behavior and the disability.

Prior to such a meeting, the School Director shall ensure that a recent evaluation (not more than one (1) year old) is available for use by the Team to help them determine causal relationship. If no recent evaluation is available, then one is to be completed prior to the conference.

If the 504 Team determines that there is no causal relationship between the behavior and the disability, the disabled student may be suspended or expelled using the procedure described in AG 5610 – Suspension/Expulsion of Non disabled Students.

If the 504 Team establishes a causal relationship between the behavior and the disability, then the student may not be suspended for more than ten (10) days in a school year or expelled.

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

Nondiscrimination & Access to Equal Educational Opportunity



Educators should follow H.Y.P.E. Leadership Academy’s Administrative Guidelines when dealing with nondiscrimination and access to an equal educational opportunity. These guidelines can be found on the following pages.

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NONDISCRIMINATION AND
ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

These guidelines shall be used to ensure that the Board of Director's Policy 2260 on nondiscrimination is implemented properly and in compliance with Federal and State laws and regulations, particularly Part 104 of Section 504 of the Rehabilitation Act of 1973 (34 CFR). A copy of Part 104 is provided as AG 2260A.

That policy states:

The Board of Directors does not discriminate on the basis of religion, race, color, national origin, sex, disability, or age in its programs, activities, or employment.

The following person has been designated to handle inquiries regarding the non-discrimination policies of the School or to address any complaint of discrimination: School Director

Notice of the Board's policy on nondiscrimination in educational practices shall be posted throughout the School, published in any School statement regarding the availability of educational services, and in all student handbooks.

Children who have been diagnosed as having a disability and who, through a multi-factored evaluation, qualify for categorical services under IDEA will be served under the existing State Special Education regulations. Section 504 protects and safeguards all students with a mental or physical impairment which is defined as substantially limiting one (1) **or more major** life activities, or:

A. the student has a record of such an impairment.

the student is regarded as having such an impairment.

The School will identify, evaluate, and provide an appropriate education for students who are disabled under Section 504.

FACILITIES

The educational program of this School shall be accessible to all students- All programs need to be designed and scheduled so the location or nature of the facility or area will not deny an otherwise-qualified disabled student the opportunity to participate in the academic or other School programs on the same basis as a non-disabled student. (See Form 2260 F7 – Assessment of Facilities for the Disabled.)

Guide dogs for students who require this type of assistance shall be permitted access to all facilities, programs, and events of the School. The student must provide evidence of the dog’s certification for that purpose. If the dog is still in training, proof of liability insurance policy must be provided.

OFFICE OF THE SCHOOL DIRECTOR
H.Y.P.E. Leadership Academy

PROGRAM
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PROGRAM



The educational program includes the academic and setting. Each qualified, disabled student shall be educated with the non-disabled student to the maximum extent appropriate. In the non-academic setting, the disabled student shall participate with the non-disabled students to the maximum extent appropriate to the needs of the disabled student.

Each school director shall ensure that the procedures used with students and parents for selection of and participation in any part of the School’s *academic*, co-curricular, or extra-curricular program do not discriminate on the basis of race, color, national origin, gender, age, or disability. (See AG 2411 – Guidance and Counseling).

Referral

If the referring person and the school director have reason to believe that the student needs special accommodations or related services in order to be provided access to the School’s programs, the School Director shall notify the parent. If the referring person and the school director suspect that the student is eligible for services through IDEA, the procedures for identification, evaluation, and placement must be followed. If the IDEA

evaluation team determines the child is ineligible under IDEA, the team may determine the student's eligibility, if any, for special accommodations or related services under Section 504. If s/he is eligible, a student accommodation plan shall be developed.

If the referring person does not suspect an IDEA disability or has knowledge that the student does not qualify under IDEA, the student shall be evaluated in accordance with the Section 504 evaluation procedures (AG 2260A).

Evaluation/Placement

Prior to the evaluation, the school director shall notify the parent and obtain both. Verbal and written consent of the parent.

The Section 504 evaluation is to be tailored to the suspected or known disability and how that disability impacts the student's ability to function in the setting. A full multi-factored evaluation may not be required, but the evaluation shall draw upon information from a variety of sources including those who have detailed knowledge about the student and his/her condition. Each person providing evaluative information shall assure that the information is documented.

The school director shall schedule a meeting of the group of persons knowledgeable about the student which shall review the evaluation data and determine if the student is disabled within the meaning of Section 504 (see page 1).

The parents will be notified of the meeting and be invited to attend the meeting.

If the team determines that the student is disabled under 504, it will determine what reasonable accommodation or related services the student may need and develop a 504 student-accommodation plan (see Form. 2260 F3).

Parents are to be invited to participate in the development of the plan and are to be notified of the content of the plan and provided a copy of the plan.

If the 504 team determines that the student is not disabled under 504, it shall document the decision, provide the basis of the decision, and state that the student may be served appropriately in the regular education setting without related services or special interventions. Following the 504 team meeting, the parent is to be notified of the team's decision.

The school director is to ensure that the evaluation and placement process be completed in a reasonably timely manner and in compliance with the procedural safeguards described in Form 2260 F6 – Section 504 Procedural Safeguards. It is essential that the parents be provided a copy of their rights under Section 504 as described in Form 2260 FI.

INSTRUCTION

Because of the least-restrictive, environment requirements, the School Director should review all of AG 2250A and then work with the teacher(s) involved to make sure s/he (each):

A. recognizes the requirements of the law and the relationship between the evaluation of the student and his/her instruction;

B. has made appropriate accommodations in the instructional program and/or classroom environment as provided in the student's 504 accommodation plan. Such accommodations could include but not be limited to:

1. preparation of alternate lesson plans;
2. modification of schedules;

3. rearrangement of the students;
 4. reorganization of the classroom;
 5. guidance of the student on appropriate behaviors;
 6. frequency and type of communication with parents;
 7. alternate methods of instruction;
 8. alternate methods of assessment;
- C. understands the needs of the students which should be met through appropriate instruction.

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Evaluation/Change in Placement

Within one (1) School year following implementation of a student accommodation plan, the student's 504 team is to review the student's progress and determine if further intervention or a modification in the plan is needed.

DISCIPLINE

The disciplinary process described in Policy 2461 should be used in all situations in which a 504—disabled student may be subject to suspension, expulsion, or exclusion. Since expulsion or cumulative forms of suspension may constitute a change in placement, the evaluation procedures in AG 2260A must be followed.

DRUG-RELATED CIRCUMSTANCES

If a student, disabled only under Section 504, is caught with drugs at school, s/he may be disciplined in accordance with AG 5610. The disciplinary procedures required for IDEA students do not apply.

COMPLAINTS

All complaints should be handled in accordance with the procedure described in AG 2260W Section 504 does not establish timelines for submission of a hearing request nor does it define "impartial hearing" or require that the selection of the Administrator be mutually agreed upon by the School and the parents. The impartial Administrator should be someone who is not employed by or under contract to this School in any capacity. The complainant is to be informed that s/he may contact the Office of Civil Rights at any time (See Step 4 of the complaint procedures – AG 226011.)

Child Abuse

Please read the following page on child abuse. Do not make any calls until you have read and followed the following page. This is a serious issue that needs to be dealt with in a professional and orderly manner.

NOTE:Any staff members that suspect abuse is taking place in the home should be immediately referred to the school counselor or school social worker.

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TO DO when making a report of actual or suspected child abuse:

- Consult an Administrator before making the report. If someone shows up to the office to interview the child, they need to know what is going on.
- Contact the school social worker if you have any questions.
- Make a copy of the student's emergency contact form from the office so you have all pertinent information.
- Call 1-800-716-2234. This is a 24-hour line so you can make the report at any time of the night or day. The wait on hold is usually much longer during the school day.
- Fill out the attached paperwork and mail to the address specified by the CPS worker. The mailing address varies based on the location of the abuse. **BE SURE TO ASK THEM WHERE TO MAIL THE PAPERWORK!!!**
- After you are finished with the paperwork, make a copy for your personal files and mail the originals.

CHILD ABUSE OR NEGLECT

Child abuse or neglect means harm or threatened harm to a child's health or welfare by a parent, legal guardian, or any other person responsible for the child's health or welfare, or by a teacher or teacher's aide.

Who needs to report?

School teachers, administrators, and counselors who have reasonable cause to suspect child abuse or neglect must report IMMEDIATELY by telephone to 1-800-716-2234.

Examples of child abuse or neglect (NOT an exhaustive list):

Physical abuse is non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other objects), burning, or otherwise harming a child, that

is inflicted by a parent, caregiver, or other people who has responsibility for the child. Such injury is considered abuse regardless of whether the caregiver intended to hurt the child. Physical discipline, such as spanking or paddling, is not considered abuse as long as it is reasonable and causes no bodily injury to the child.

Neglect is the failure of a parent, guardian, or other caregivers to provide for a child's basic needs. Neglect may be:

- Physical (e.g., failure to provide necessary food or shelter, or lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment)³
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child's emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs)

Sexual abuse includes activities by a parent or caregiver such as fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

The person who suspects the child abuse MUST be the reporting individual. Solely reporting the suspicion to the person's superior or administrator does not meet the requirements imposed by law

FACTSHEET

April 2008

Each state provides its own definitions of child abuse and neglect based on minimum standards set by Federal law.

What's Inside:

- How is child abuse and neglect defined in Federal law?
- What are the major types of child abuse and neglect?
- Resources
- What Is Child Abuse and Neglect?

Disponible en español

www.childwelfare.gov/pubs/factsheets/ques.cfm
Child Welfare Information Gateway

Children's Bureau/ACYF

1250 Maryland Avenue, SW
Eighth Floor

U.S. Department of Health and Human Services
Administration for Children and Families

Washington, DC 20024

Administration on Children, Youth, and Families

703.385.7565 or 800.394.3366

Email: info@childwelfare.gov

Children's Bureau

www.childwelfare.gov

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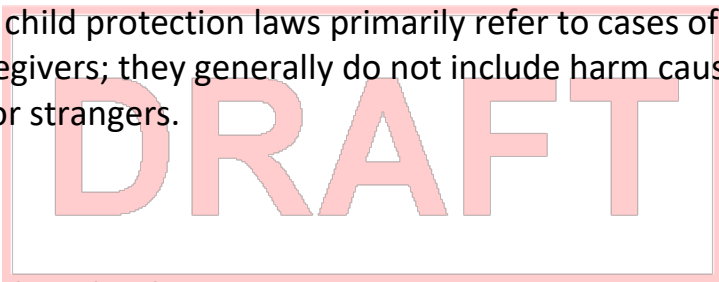
What Is Child Abuse and Neglect? www.childwelfare.gov

How Is Child Abuse and Neglect Federal Law?

Federal legislation lays the groundwork for States by identifying a minimum set of acts or behaviors that define child abuse and neglect. The Federal Child Abuse Prevention and Treatment Act (CAPTA), (42 U.S.C.A. §5106g), as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as a minimum:

- Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or
- An act or failure to act which presents an imminent risk of serious harm.

Most Federal and State child protection laws primarily refer to cases of harm to a child caused by parents or other caregivers; they generally do not include harm caused by other people, such as acquaintances or strangers.



What Are the Major Types of Child Abuse and Neglect?

Within the minimum standards set by CAPTA, each State is responsible for providing its own definitions of child

abuse and neglect.¹ Most States major types of maltreatment: neglect, sexual abuse, and emotional

abuse. Although many of the forms of child maltreatment may be found separately, they often occur in combination. In many States, abandonment and parental substance abuse are also defined as forms of child neglect.

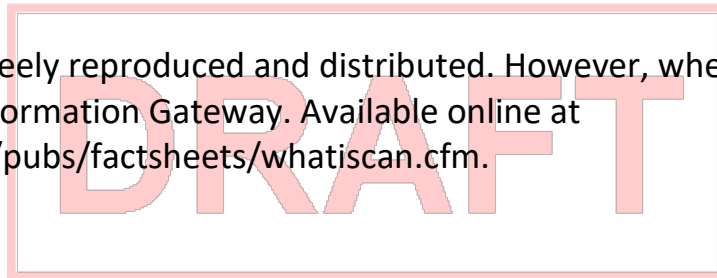
The examples provided below are for general informational purposes only. States' definitions will include all of the examples listed below, and individual States' definitions may cover additional situations not mentioned here.

Physical abuse is non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other objects), burning, or otherwise harming a child, that is inflicted by a parent, caregiver, or another person who has responsibility for the child.² Such injury is considered abuse regardless of whether the caregiver intended to hurt the child. Physical discipline, such as spanking, is considered causes no bodily injury to the child.

Neglect is the failure of a parent, guardian, or another caregiver to provide for a child's basic needs. Neglect may be:

1. See Definitions of Child Abuse and Neglect, from the Child Welfare Information Gateway State Statutes Series, at www.childwelfare.gov/systemwide/laws_policies/statutes/define.cfm
2. Non-accidental injury that is inflicted by someone other than a parent, guardian, relative, or another caregiver (i.e., a stranger), is considered a criminal act that is not addressed by the child protective services.

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What Is Child Abuse and Neglect? www.childwelfare.gov

- Physical (e.g., failure to provide necessary food or shelter, or lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment)³
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child’s emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs)

These situations do not always mean a child is neglected. Sometimes cultural values, the standards of care in the community, and poverty may be contributing factors, indicating the family is in need of information or assistance. When a family fails to use information and resources, and the child’s health or safety is at risk, then child welfare intervention may be required. In addition, many States provide an exception to the definition of neglect for parents who choose not to seek medical treatment for their children due to religious beliefs that may prohibit medical intervention.⁴

3. Withholding of medically indicated treatment is a specific form of medical neglect that is defined by CAPTA as “the failure to respond to the infant’s life-threatening conditions by providing treatment (including appropriate nutrition, hydration, and medication) that in the treating physician’s or physicians’ reasonable medical judgment will be most likely to be effective in ameliorating or correcting all such conditions.” CAPTA does note a few exceptions, including infants who are “chronically and irreversibly comatose”; situations when providing treatment would not save the infant’s life but merely prolong dying; or when “the provision of such treatment would be virtually futile in terms of the survival of the infant and the treatment itself under such circumstances would be inhumane.”

4. The CAPTA amendments of 1996 (42 U.S.C.A. § 5106i) added new provisions specifying that nothing in the act be construed as establishing a Federal requirement that a parent or legal guardian provide any medical service or treatment that is against the religious beliefs of the parent or legal guardian.

Sexual abuse includes activities by a parent or caregiver such as fondling a child’s genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production materials.

Sexual abuse is defined by CAPTA as “the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or inter-familial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.”

Emotional abuse (or psychological abuse) is a pattern of behavior that impairs a child's development or sense of self-worth. This may include constant criticism, threats, or rejection, as well as withholding love, support, or guidance. Emotional abuse is often difficult to prove and, therefore, child protective services may have evidence of harm or mental injury to the child. Emotional abuse is almost always present when other forms are identified.

Abandonment is now defined in many States as a form of neglect. In general, a child is considered to be abandoned when the parent's identity or whereabouts are unknown, the child has been left alone in circumstances where the child suffers serious harm, or the parent has failed to maintain contact with the child or provide reasonable support for a specified period of time.

Substance abuse is an element of the definition of child abuse or neglect in many States.

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What Is Child Abuse and Neglect?

www.childwelfare.gov

States 5 Circumstances that are considered abuse or neglect in some States include:

- Prenatal exposure of a child to harm due to the mother's use of an illegal drug or other substance
- Manufacture of methamphetamine in the presence of a child
- Selling, distributing or giving illegal drugs or alcohol to a child
- Use of a controlled substance by a caregiver that impairs the caregiver's ability to adequately care for the child

Resources

Child Maltreatment 2006

www.acf.hhs.gov/programs/cb/pubs/cm06/index.htm

This report summarizes child abuse statistics submitted by States to the National Child Abuse and Neglect Data System (NCANDS) during 2006. It includes information about child maltreatment reports, victims, fatalities, perpetrators, services, and additional research.

For more information about this issue, see Child Welfare Information Gateway's Parental Drug Use as Child Abuse at

www.childwelfare.gov/systemwide/laws_policies/statutes/drugexposed.cfm

Child Abuse and Neglect

www.childwelfare.gov/can/index.cfm

Defining Child Abuse and Neglect

www.childwelfare.gov/can/defining/

Laws and Policies

www.childwelfare.gov/systemwide/laws_policies/

Preventing Child Abuse and Neglect

www.childwelfare.gov/preventing/

Reporting Child Abuse and Neglect

www.childwelfare.gov/responding/reporting.cfm

RESOURCES ON THE CHILD WELFARE INFORMATION GATEWAY WEBSITE

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Information Gateway. Available online at

www.childwelfare.gov/pubs/factsheets/whatiscan.cfm.

REPORT OF ACTUAL OR SUSPECTED CHILD ABUSE OR NEGLECT

North Carolina Department of Human Services

Was the complaint phoned to DHS?

Yes No.

If yes, Log # ..If no, contact the local DHS office immediately

1. Date INSTRUCTIONS: REPORTING PERSON: Complete items 1-21 (22-30 should be completed by medical personnel, if applicable). Send PART 1 to local County DHS where the child is found. Retain PART 2 for your records. See additional instructions on the back.
2. List of the child(ren) suspected of being abused or neglected (list additional children on the back of Part 1)

NAME BIRTH DATE SOCIAL SECURITY # SEX RACE

3. Mother's name
4. Father's name
5. Child(ren)'s address (No. & Street)
6. City
7. County
8. Phone No.
9. Name of the alleged perpetrator of abuse or neglect
10. Relationship to child(ren)
11. Person(s) the child(ren) living with when abuse/neglect occurred
12. Address, City & Zip Code where abuse/neglect occurred
13. Describe injury or conditions and reason for suspicion of abuse or neglect (Attach additional sheets if necessary)
14. Source of Complaint (Check the appropriate box) PSYCHOLOGIST CLERGY
PHYSICIAN/PHYSICIAN'S ASSISTANT AUDIOLOGIST PROFESSIONAL COUNSELOR
MARRIAGE/FAMILY THERAPIST
MEDICAL EXAMINER (Coroner) *SOCIAL WORKER TEACHER DHS FACILITY
DENTIST/DENTAL HYGIENIST SCHOOL ADMINISTRATOR LAW ENFORCEMENT OFFICER DCH
FACILITY
NURSE SCHOOL COUNSELOR CHILDCARE PROVIDER ELIGIBILITY SPECIALIST
EMERGENCY MEDICAL SERVICES PERSONNEL HOSPITAL SOCIAL WORK SPECIALIST
FAMILY INDEPENDENCE MANAGER FAMILY INDEPENDENCE SPECIALIST SOCIAL SERVICES
SPECIALIST
SOCIAL WORK SPECIALIST MANAGER WELFARE SERVICES SPECIALIST Other (Specify below)
15. Reporting person's name
16. Name of reporting organization (school, hospital, etc.)
17. Address (No. & Street)
18. City
19. State

- 20. Zip Code
- 21. Phone No.

TO BE COMPLETED BY MEDICAL PERSONNEL WHEN PHYSICAL EXAMINATION HAS BEEN DONE

- 22. Summary report and conclusions of physical examination (Attach Medical Documentation)
- 23. Laboratory report
- 24. X-Ray
- 25. Other (specify)

26. History or physical signs of previous abuse/neglect
YES NO

27. Prior hospitalization or medical examination for this child
DATES PLACES

- 28. Physician's Signature
- 29. Date
- 30. Hospital (if applicable)

Department of Human Services (DHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, sexual orientation, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area.

AUTHORITY: P.A. 238 of 1975.

COMPLETION: Mandatory.

PENALTY: None.

DHS-3200 (Rev. 2-08) Previous edition may be used. MS Word 1 *INCLUDES LICENSED MASTER'S SOCIAL WORKER, LICENSED BACHELOR'S SOCIAL WORKER, SOCIAL SERVICE TECHNICIAN, REGISTERED SOCIAL SERVICE TECHNICIAN (Act No. 352, P.A. of 1972, as amended)

INSTRUCTIONS

GENERAL INFORMATION:

This form is to be completed as the written follow-up to the oral report (as required in Sec. 3 (1) of 1975 PA 238, as amended)

and mailed to the local county Department of Human Services. Indicate if this report was phoned into DHS as a report of suspected CA/N. If so, indicate the Log # (if known). The reporting person is to fill out as completely as possible items 1-21.

Only medical personnel should complete items 22-30.

1. Date - Enter the date the form is being completed.
2. List child(ren) suspected of being abused or neglected - Enter available information for the child(ren) believed to be abused or neglected. Indicate if the child has a disability that may need accommodation.
3. Mother's name - Enter the mother's name (or mother substitute) and other available information. Indicate if the mother has a disability that may need accommodation.
4. Father's name - Enter the father's name (or father substitute) and other available information. Indicate if the father has a disability that may need accommodation.
5. Child(ren)'s address - Enter the address of the child(ren).
6. City
7. County
8. Phone - Enter phone number of the household where the child(ren) resides.
9. Name of the alleged perpetrator of abuse or neglect – Indicate person(s) suspected or presumed to be responsible for the alleged abuse or neglect.
10. Relationship to child(ren) - Indicate the relationship to the child(ren) of the alleged perpetrator of neglect or abuse, e.g., parent, grandparent, babysitter.
11. Person(s) child(ren) living with when abuse/neglect occurred - Enter name(s). Indicate if individuals have a disability and need accommodation.
12. Address where abuse/neglect occurred.
13. Describe injury or conditions and reason for suspicion of abuse or neglect - Indicate the basis for making a report and the information available about the abuse or neglect.

14. Source of complaint - Check appropriate box noting professional group or appropriate category.

Note: If abuse or neglect is suspected in a hospital, also check the hospital.

DHS Facility - Refers to any group home, shelter home, halfway house or institution operated by the Department of Human Services.

DCH Facility - Refers to any institution or facility operated by the Department of Community Health.

15. Reporting person's name - Enter your name if you are reporting this matter.

16. Name of reporting organization - Enter the name of the agency or organization, if appropriate.

17. Address

18. City

19. State

20. Zip Code

21. Phone Number

DHS-3200 (Rev. 2-08) Previous edition may be used. MS Word 2

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ELECTRONIC COMMUNICATIONS

The advancement of technology has provided many new ways for individuals to communicate with one another. These electronic communications include social networking sites, instant messaging, text messaging, e-mailing and photo-sharing, among others. Additional methods of electronic communication can be anticipated as technology continues to evolve.

However, the use of such technology must be approached with caution by School employees. Given the nature of the communications, there is a significant potential both for inappropriate use and for alleged inappropriate use. To protect staff and students, the following restrictions are established:

- A. Electronic communications with students should be appropriate in tone, content, and quantity. Stalking, harassment, or other unwelcome behaviors are prohibited, including any type of sexually suggestive comments, photos, or graphics.
- B. Electronic communications with other employees should be appropriate in tone, content, and quantity. Stalking, harassment, or other unwelcome behaviors are prohibited.
- C. Electronic communications during work time shall only be allowed for work-related matters or personal emergencies. Work time is defined as all paid work time that is not a designated break or meal period.
- D. Communication with students is not to occur through electronic methods. This does not apply to students to whom you are related or over whom you have guardianship.

- E. Electronic communications with students are only to occur through School maintained e-mail accounts or websites.

The School may require the employee to produce records for review when there is a reason to believe that this policy has been violated. Records within the School's control may be reviewed periodically to assure that this policy is being complied with. These may include Internet logs, cell phone records, or other similar documentation.

Questions regarding acceptable electronic communications or unwelcomed electronic communications from someone associated with the School should be submitted to the School Director.

Adopted

STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY

Reference: P.L. 106-554, Children's Internet Protection Act of 2000
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

Staff members are encouraged to use computers/network and Internet connection for educational purposes. Use of such resources is a privilege, not a right. Staff members must conduct themselves in a responsible, efficient, ethical, and legal manner. Unauthorized or inappropriate use, including any violation of these guidelines, may result in cancellation of the privilege, disciplinary action consistent with the applicable collective bargaining agreement and Board policy, and/or civil criminal liability. Prior to accessing the Internet at school, staff members must sign the Staff Network and Internet Acceptable Use and Safety Agreement.

Smooth operation of the school's Network relies upon users adhering to the following guidelines. The guidelines outlined below are provided so that users are aware of their responsibilities.

- A. Staff members are responsible for their behavior and communication on the Internet. All use of the Network must be consistent with the educational mission and goals of the School.
- B. Staff members may only access the Internet by using their assigned Internet/E-mail account. Use of another person's account/address/password is prohibited. Staff members may not allow other users to utilize their passwords. Staff members are responsible for taking steps to prevent unauthorized access to their accounts by logging off or "locking" their computers when leaving them unattended.
- C. Staff members may not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users, or misrepresent other users on the network. Staff members may not intentionally disable any security features of the Network.
- D. Staff members may not use the Internet to engage in "hacking" or other unlawful activities.

Staff members shall not use the Network to transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs. Sending, sharing, viewing, or possessing pictures, text messages, e-mails, or other materials of a sexual nature (i.e. sexting) in electronic or any other form, including the contents of a wireless communication device or other electronic equipment, is grounds for discipline up to and including termination. Such actions will be reported to local law enforcement and child services as required by law.

- E. Transmission of any material in violation of any State or Federal law or regulation, or Board policy is prohibited.
- F. Any use of the Internet for commercial purposes, advertising, or political lobbying is prohibited.
- G. Staff members are expected to abide by the following generally accepted rules of network etiquette:
 - 1. Be polite, courteous, and respectful in your messages to others. Use language appropriate to school situations in any communications made through the Board's computers/network. Refrain from using obscene, profane, vulgar, sexually explicit, defamatory, or abusive language in your messages.
 - 2. Never reveal names, addresses, phone numbers, or passwords of students while communicating on the Internet.
 - 3. Check email frequently and delete email promptly from the personal mail directory to avoid excessive use of the electronic mail disk space. Nothing herein alters the staff member's responsibility to preserve e-mail and other electronically stored information that constitutes a public record, student education record, and/or a record subject to a Litigation Hold.
- H. Use of the Internet to access, process, distribute, display or print child pornography and other material is obscene, objectionable, inappropriate or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex and excretion; material that depicts, describes or represents in a patently offensive way with respect or what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and material that lacks serious literary, artistic, political or scientific value as to minors. Offensive messages and pictures, inappropriate text files, or files dangerous to the integrity of the Board's computers/network (e.g., viruses) are also prohibited.

- I. Malicious use of the Network to develop programs that harass other users or infiltrate a computer or computer system and/or damage the software components of a computer or computing system is prohibited. Staff members may not engage in vandalism or use the Network in such a way that would disrupt its use by others. Vandalism is defined as any malicious or intentional attempt to harm, steal or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass Network security and/or the School's technology protection measures. Staff members also must avoid intentionally wasting limited resources. Staff members must immediately notify the building School Director if they identify a possible security problem. Staff members should not go looking for security problems, because this may be construed as an unlawful attempt to gain access.

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- J. All communications and information accessible via the Internet should be assumed to be private property (i.e, copyrighted and/or trademarked). All copyright issues regarding software, information, and attributions of authorship must be respected.
- K. Downloading of information onto the Board's hard drives is prohibited; all downloads must be to a thumb drive. If a staff member transfers files from information services and electronic bulletin board services, the staff member must check the file with a virus-detection program before opening the file for use. Only public domain software may be downloaded. If a staff member transfers a file or software program that infects the Network with a virus and causes damage, the staff member will be liable for any and all repair costs to make the Network once again fully operational.
- L. Privacy in communication over the Internet and the Network is not guaranteed. To ensure compliance with these guidelines, the Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/network. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

Staff members have no right or expectation to privacy when using the Network. The School reserves the right to access and inspect any facet of the Network, including, but not limited to, computers, devices, networks or Internet connections, e-mail or other messaging or communication systems or any other electronic media within its technology systems or that otherwise constitutes its property and any data, information, e-mail, communication, transmission, upload, download, message or material of any nature or medium that may be contained therein.

A staff member's use of the Network constitutes his/her waiver of any right to privacy in anything s/he creates, stores, sends, transmits, uploads, downloads or receives on or through the Network and related storage medium and equipment. Routine maintenance and monitoring, utilizing both technical monitoring systems and staff monitoring, may lead to the discovery that a staff member has violated Board policy and/or the law.

An individual search will be conducted if there is reasonable suspicion that a staff member has violated Board policy and/or law, or if requested by local, State or Federal law enforcement officials.

Staff is reminded that their communications are subject to North Carolina's public records laws and FERPA.

- M. Use of the Internet and any information procured from the Internet is at the staff member's own risk. The Board is not responsible for any damage a user suffers, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. The Board is not responsible for the accuracy or quality of information obtained through its services. Information (including text, graphics, audio, video, etc.) from Internet sources used in class should be cited the same as references to printed materials.

- N. Disclosure, use and/or dissemination of personal identification information of minors via the Internet is prohibited, except as expressly authorized by the minor student's parent/guardian on the "Student Network and Internet Acceptable Use and Safety Agreement Form."

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- O. Proprietary rights in the design of Web sites hosted on the Board's servers remains at all times with the Board without prior written authorization.

Staff members are reminded that personally identifiable student information is confidential and may not be disclosed without prior written parental permission.

Any individual who is aware of a violation of the policy or this guideline, including inappropriate on-line contact, content or conduct, such as sexting, harassment or cyberbullying, should bring it to the attention of the School Administrator immediately.

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**Be a Light not a judge. Be a model not a choice. Be part
of the solution and not part of the problem.**

**2025 - 2026 School Year
K - 5th Grade Handbook**

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Mission Statement

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.

School Hours

Grades K-5 7:50 AM - 3:00 PM

School Office Hours

Monday - Friday 7:30 AM-3:30 PM

Board of Directors

Alberta Lampkins – President

Rodney MrCrowre – Vice President

Robert “Jason” Poole – Board Treasurer

Bradford Gaddy – Board Secretary

Michael Burns – Board Member

Brandon Price – Board Member

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Administration

Gerard Falls, Superintendent
gfalls@hype-leadership.org

NONE, School Director
none@hype-leadership.org

Joe Salisbury, Director of Business, NC
jsalisbury@hype-leadership.org

As a Public Charter School, H.Y.P.E. Leadership Academy will not charge any admission fees, application fees, tuitions fees, textbook fees, or any other fees to any student or parent/guardian of any student, no matter of their race, color, cultural heritage, national origin, religion, age, sex, sexual orientation, marital status, physical or mental disability, political affiliation, source of income, veteran status or any other status protected under local, state, or federal law.

Educational Service Provider

The Romine Group
7877 Stead
Suite 100
Utica, MI. 48317

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OVERVIEW OF GENERAL INFORMATION

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General Information

The regular school day begins at 7:50 AM and ends at 3:00 PM. Breakfast will be available from 7:30 AM -7:50 AM. Students will be permitted in the school at 7:30 am and are to report directly to the kitchen if they want to participate in breakfast. Breakfast is a prepaid system and families qualify for free/reduced status according to the same guidelines followed for lunch.

Second Chance Breakfast is where we are offering tardy students the opportunity to get a meal after breakfast closes. We understand there are circumstances that prevent students from arriving on time. However, the need for a healthy breakfast for students is still there. Studies have shown that when a student eats a healthy, full breakfast, their attentiveness in class is better and they score better on tests. From 7:50 am until 8:15am, tardy students will have the opportunity to get breakfast on their way to class. If your student is approved for Free/Reduced Meals, they will still get this rate for breakfast.

STUDENTS ARRIVING AFTER 7:50 AM MUST BE ACCOMPANIED BY A PARENT. THEY MUST SIGN IN AT THE FRONT DESK AND WILL BE CONSIDERED TARDY. IF THERE IS NO STAFF MEMBER PRESENT OUTSIDE TO RECEIVE YOUR STUDENT, PLEASE WALK YOUR STUDENT IN TO THE FRONT OFFICE TO CHECK THEM IN. THIS IS IMPORTANT FOR STUDENT SAFETY

REGULAR DAILY SCHEDULE (K-5th Grade)

7:30 AM Doors Open—*students should report directly to homeroom or pick up breakfast*

7:30 AM-7:50 AM Breakfast is consumed in classrooms (**7:50-8:15 AM 2nd Chance Breakfast**)

7:50 AM-3:00 PM Student proceeds through school day with homeroom teacher
Each student will have twenty-five minutes to complete his or her lunch. There are 3 lunch periods for students:

1st Lunch (K-2) – 11:00 AM -11:25 AM

2nd Lunch (3-5) – 11:30 AM – 11:55 AM

Office Hours

Monday-Friday 7:30AM-3:30PM

EMERGENCY CLOSINGS

In the event of a school closing due to weather or other emergencies, please check the local news stations, Class Dojo, as well as, Facebook page. In the event of a non-weather-related school emergency, you will be contacted by H.Y.P.E. personnel, so **it is important that you keep your information updated at the front office.**

DAILY PROCEDURES

—ARRIVAL

Parents of students may drop off their children at their designated entry doors or drop-off points.

Students should arrive at school between 7:30 AM and 7:50 AM, however students will NOT be permitted to enter the building until 7:30 AM, unless they are in the Before School care program. *Please have students dress appropriately for the weather if they will arrive prior to 7:30 AM—No matter the weather conditions they will not be permitted inside the building prior to 7:30 AM.* Students need to enter the building in an orderly fashion; they may not run, shout, or otherwise act in a disorderly manner. All students wearing hats need to remove them upon entering the building.

Prompt arrival into the classroom is essential. Classroom doors shut at 7:51 AM, and all students entering the school building after 8:00 AM will be considered tardy. Students entering the building after 7:50 AM must be accompanied by a parent/guardian. **No parents can accompany their child to class after 7:50 AM.**

AM & PM FACILITY SAFETY PROCEDURES

Parents are not to park or stand in the drop off zones. They are for quick drop off only. A parking lot map & details may be picked up in the main office. Students and parents are only to use the main entrance doors for entering & exiting the building between 6:30 AM and 3:30 PM. The main entrance is located on MAIN STREET NAME. All visitors during this time MUST report to the office, sign in and provide their driver's license, to be scanned for safety purposes. Visitors will NOT be permitted into the classroom corridors without prior approval or a scheduled appointment. When the appointment is completed, visitors must check out at the front desk. This is for the protection of all students and staff in the building.

School Day Visitor Procedures

- The school doors will lock at 7:50 AM and remain locked until 3:00 PM.
- ALL visitors will need to be buzzed into the MAIN Street entrance by the main office to gain entry to the building.
- ALL visitors over the age of 18 must have a valid driver's license or other government-issued ID in their possession.

Failure to produce a valid driver's license or other government-issued ID will result in your being denied entrance to the school.

- ALL visitors' IDs will be scanned in the office area to complete a background check upon entry to the school. (Information obtained is not stored and only viewed by the main office staff at the point of scanning to ensure the safety of our building. Upon findings that are of a concern, staff will simply inform the visitor that they will not be granted access to the building, and they will be asked to leave the premises.)

LUNCH

Each student will have twenty-five minutes to complete his or her lunch. Students are expected to follow the Lunch Room Behavior Code and respect all adults, staff, or parent volunteers enforcing this Code.

- Students are expected to sit during the lunch period and ask permission to move otherwise.
- Students are to use normal/table voices when conversing with other students.
- Students are expected to use good table manners while at lunch and to clean up their area after eating.
- During the last 5 minutes of lunch, K-5 students will go to a voice level Zone Zero and will start the cleaning process. K-5 students will remain at Zone Zero through lunch room dismissal

Any student that does not follow the Behavior Code will be redirected according to behavior code.

Continual problems will result in loss of cafeteria privileges and the student will be required to eat in the school office or other assigned area with their parent/guardian if necessary. A daily lunch program is offered to all H.Y.P.E. students from an outside food service. Menus can be found by checking the H.Y.P.E. website for a link to the food service website. A payment system will be provided, which requires prepayment of lunches. Lunch payment can be prepaid via the website www.schoolcafe.com with each student's id number or with a check or money order made out to H.Y.P.E. Leadership Academy.

There are no refrigerators or microwaves for student use. All lunches brought in need to be prepared ahead of time. Drink boxes, for example, can be frozen the night before and packed in the student's lunch to keep items cool.

Parents/guardians may sign their students out for lunch; however, they must not miss class time. If students are missing class time due to off-site lunch plans, they will receive a tardy that will accrue to absences. (See attendance guidelines for details.) This will not be excused.

Parents/guardians may order from a third-party vendor to have lunch delivered for their student, however, it must already be paid for. The office will receive the item, but staff are not responsible for signing for it or paying for it. If this occurs, the vendor will be refused and turned away at the door and any expense incurred will be the responsibility of the parent/guardian.

Parents/guardians may also bring lunch and drop it off in the main office, but it must have the student's name and teacher on it. (Please note students will not be pulled out of class to come and get their lunch. The student will have to come down to the office during their designated lunchtime to pick it up.)

Parents/guardians are permitted to sign in at the front desk and eat lunch with their students. **Furthermore, at no time are caffeinated beverages or other similar products permitted for students per the USDA Smart Snacks rule, which is a requirement to the National School Lunch Program Guidelines.**

RECESS

Students in grades K-5 have daily recess for approximately 30 minutes. Students are required to stay in the designated recess area and follow all school policies. All students are required to participate in recess time, so it is the parent's/guardian's responsibility to make sure they are dressed appropriately for the weather.

Students will go outside for recess when the temperature is above 40 degrees. In the event of inclement weather or extreme temperatures, recess will be held in the student's classroom.

DISMISSAL

At no time will the school permit a student to be dismissed without a parent/guardian. Students are not permitted to walk home or leave with a friend without written parent/guardian permission and approval in the main office. Repeated offenses will be turned over to the School Director and/or support staff for review and follow-up.

Students in grades K-5 are dismissed from their classroom at 3:00 PM. Parents are required to follow all instructions for dismissal. **Parents who do not pick up their child by 3:25 PM will be charged a late fee of \$5. If the student is picked up between 4:00-4:30 PM the fine will be \$10, and a pick up after 4:30 PM will have a fine of \$15. Cash, Paypal, Credit or Debit cards are accepted for payment.** Students may not wait in the building or on the premises without staff supervision.

INDIVIDUAL STUDENT DISMISSAL

Students will be dismissed from their classroom to a parent/guardian or emergency contact until the age of 18. Students will not be dismissed to any other adult or peer unless prior written arrangements are made with the office. This procedure will guarantee the safety and well-being of all students.

Parents/Guardians are required to go to the office to pick up their child at times other than normal arrival and dismissal. The Parent/Guardian is not to go directly to the classroom but report to the office where they will be required to sign students out. After approval from the main office, the student's educator will send the student to meet the parent at the office. Parents should not go to the classroom to pick up the student. This causes disruption to the learning environment.

PROCEDURE FOR LATE ARRIVAL and PARENT-REQUESTED EARLY RELEASE

1. Late Arrivals: parents are asked to call the school when their child is going to be late. Upon arrival, the student must report to the front desk accompanied by their parent/guardian to sign-in.
2. Educators will be informed of whether the late arrival is "excused" or "unexcused."
3. **For parent-requested Early Release, a phone call or arrangements must be made prior to 2:00pm the day of the requested early release and must be for medical or emergency purposes.** This is to ensure minimal disruption to the learning environment for your child and others, ensure your child has all their materials to go home, and most importantly, ensure the order and safety of our entire building.
4. A student will be considered absent for the morning if he/she arrives after 10:30 AM and for the afternoon if he/she leaves before 12:00 PM.
5. All documentation will be maintained in the student record.

BEFORE AND AFTER SCHOOL CARE PROGRAMS

Before School Care:

Only students who are presently enrolled in H.Y.P.E. Leadership Academy are eligible for the **H.Y.P.E. Before School Care Program**, which is provided by H.Y.P.E. staff. The program has a \$200 registration fee per student (\$150 per student for families with multiple students registered) which covers the entire school year. Families may arrange to pay the fee in multiple installments if needed by contacting the Business Manager. Payment must be received in advance. ***If students are not registered for the Before School Care Program and arrive prior to 7:30 AM, they will not be allowed into the building and will NOT be the responsibility of H.Y.P.E. until the doors open at 7:30 AM.***

After School Care:

Only students who are presently enrolled in H.Y.P.E. Leadership Academy are eligible for the **H.Y.P.E. After School Program**, which is provided by H.Y.P.E. staff. The program offers a snack, homework time, recess and activities. The program rates are \$15/day, \$65/week or \$225/month. While on a Plan B (A/B) Schedule the fees are \$15/day, \$25/week or \$100/month. Payment must be submitted in advance.

A/B Schedule: The program rates are \$15/day, \$25/week, or \$100/month.

WITHDRAWAL OF STUDENT FROM BEFORE AND AFTER SCHOOL PROGRAMS:

H.Y.P.E. Leadership Academy reserves the right to exercise immediate withdrawal of any student or individual if it is deemed that such person(s) fails to abide by the rules established for the program. A student may also be withdrawn from the Before and After School Care programs if the fees are not paid. Written notice will be sent to the parent or legal guardian explaining reasons for withdrawal.

All students enrolled and participating in the Before or After School Care programs are subject to the same rules of conduct as during the school day. Program staff members are permitted to issue Student Conduct Referrals as appropriate and forward to the School

Director/administrator for follow-up. Program staff are also designated to inform the program director of student issues and students may be dismissed from the Before and After School Care program if deemed necessary by the directors.

NO-RESCUE POLICY

H.Y.P.E. works to train and educate students towards self-reliance. Therefore, students are not allowed to call home and ask parents to bring in homework, projects, and calm upset feelings or arrange sleepovers, etc. Because H.Y.P.E. values the educational time entrusted to the teacher, teachers will release students to the office to ask to use the phone only in emergency situations.

Office staff will use the following procedures when a student asks to use the phone:

1. The office staff will ask the student why he or she wants to use the phone. Care will be given to assess the student's predicament. A decision will be made by the staff person (based on the above stated purpose) whether the student should be allowed to call home.
2. If it is determined that the student should work through the issue without calling home, the staff person will discuss with the student resources available at the school to help.
3. When the student is determined able to manage the problem, he or she will be sent back

to the classroom.

4. If after working with the student, it is determined that he or she will not be able to function at school appropriately, the staff person will contact the student's parent/guardian. This final step should occur only on rare occasions.

TELEPHONE

A telephone is available in the school office for EMERGENCY phone use by students. During the school day, permission to use the telephone must come from the office personnel. It is also school policy for students to work out any concerns with staff when adult intervention is needed, not with parents by phone. **Cellular phones are not permitted to be used at school without administrative approval. If a student is found using a cellular phone, it will be confiscated and a parent must come in to obtain the phone. Refusal to turn in a cell phone will result in further disciplinary action.** Please see policy for prohibited electronic devices for additional procedure of handling students utilizing a cell phone without approval.

VISITORS

Adult visitors are always welcome. To ensure awareness of who is in the building at all times, visitors must register at the front office and wear a visitor's badge while on school grounds. Students or parents from other schools wishing to visit must make prior arrangements with the School Director and a fifteen-minute observation will be scheduled with an educator. Any visitors that will be spending more than four hours in a week at H.Y.P.E. will be required to meet all criminal/background screening at the cost of the visitor. This is to ensure the safety of all H.Y.P.E. students and staff.

Visitor Procedures

- The school doors will lock at 7:50 AM and remain locked until 3:00 PM.
- ALL visitors will need to be buzzed into the MAIN STREET NAME entrance by the main office staff to gain entry to the building.
- ALL visitors over the age of 18 must have a valid driver's license or government-issued ID in their possession.

Failure to produce a valid driver's license or other government-issued ID will result in your being denied entrance to the school.

- ALL visitors' IDs will be scanned in the reception area to complete a background check upon entry to the school. (Information obtained is not stored and only viewed by the main office staff at the point of scanning to ensure the safety of our building. Any findings that are of a concern, our staff will simply inform you that you will not be granted access to the building, and you will be asked to leave the premises.)

VOLUNTEER POLICY

H.Y.P.E. Leadership Academy recognizes that certain programs and activities can be enhanced by volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities. The School Director in cooperation with H.Y.P.E. staff shall be responsible for recruiting volunteers, reviewing their capabilities, and making appropriate placements. H.Y.P.E. shall not be obligated to make use of volunteers whose abilities are not in accord with school needs. A designated school administrator shall conduct appropriate background checks on all volunteers

in the same manner as required for other professional staff for any volunteer who is assigned to the school for more than four hours per week.

The Administration is to inform each volunteer that s/he:

- Shall agree to abide by all School policies and guidelines while on duty as a volunteer including signing, if appropriate, the School's Network and Internet Access Agreement Forms
- Will be covered under the School's liability policy but the School cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers compensation;
- Will be asked to sign a form releasing the School of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.
- Will attend the appropriate training for the assigned tasks prior to his/her volunteer services at the school.

The designated administrator shall also ensure that each volunteer is properly informed of the school's appreciation for his/her time efforts in assisting the operation of the school. Additionally, all volunteers working directly with students for more than 4 hours per week will be required to participate in a full background check at their own expense (\$16.95/2 yr time period). Any volunteer for durations less than 4 hours per week will still undergo daily background screenings.

UNAUTHORIZED, DISRUPTIVE, OR DANGEROUS VISITORS

If a school employee becomes aware that an individual is on school property without having received permission or that an individual is exhibiting unusual, threatening, or dangerous behavior, the employee must either direct the individual to the administrative office or notify the School Director, designee or school resource officer, depending on the circumstances.

If a school employee suspects that an individual is on school property in violation of policy 5022, Registered Sex Offenders, the employee must immediately notify the School Director, designee or school resource officer.

Students will be instructed to notify a school employee of any unusual or suspicious behavior by visitors. School employees shall inform the School Director or designee immediately of a student's report of suspicious behavior on the part of a school visitor.

When an individual disrupts the educational environment, acts in a disorderly manner, damages school property, or violates School policy or the law, the School Director or designee has authority to do any of the following:

1. Order the individual to leave school property;
2. Notify law enforcement; or
3. Take any other action deemed appropriate under the circumstances.

Failure to comply with a request to leave school grounds may result in the filing of trespassing charges or other charges as appropriate against the offending individual. The superintendent,

upon recommendation from the School Director, may deny an individual permission to come onto school grounds or enter a school facility for up to one school year if the individual is guilty of disruptive or dangerous behavior on school grounds.

Legal References: **G.S. 14-132, -132.2, -159.11, -159.12, -159.13; -208.18; 115C-523, -524, -526** Cross References: Registered Sex Offenders (policy **5022**), Prohibition of Alcoholic Beverages(policy **5025**), Smoking and Tobacco Products (policy **5026/7250**), Weapons and Explosives Prohibited (policy **5027/7275**), Community Use of Facilities (policy **5030**)

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ATTENDANCE POLICIES

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Attendance

All students are expected to attend school for the entire academic year. Parents are strongly discouraged from taking their students out of school for family vacations. North Carolina law G.S. 115C-84.2 requires students to be in continuous attendance for a minimum of 180 days or 1,025 hours. Any parent, guardian, or other person violating the provisions of the Compulsory Attendance Law is guilty of a Class 1 misdemeanor (G.S. 115C-380). Encore procedures are designed to keep students in continuous progression with their academic development.

I. ATTENDANCE:

1. Parents are asked to call the main office before 7:50 am when their child is going to be absent. This does not constitute an excused absence.
2. Whenever students are absent, notes or medical excuses are required explaining the absence. The note should also have day, time, and phone number where the parent can be reached.
3. Parents may arrange in advance for absences. Pre-arranged absences are not automatically excused (guidelines apply for excused/unexcused absences).
4. Please see the list of North Carolina lawful excuses for absence from school at the end of this section.
5. **Students absent from school the day of a scheduled after-school or evening sponsored activity/event will NOT be allowed to participate in that activity/event.**

II. FAMILY VACATIONS:

1. Families are encouraged to schedule vacations when H.Y.P.E. Leadership Academy is not in session. If a family trip is scheduled while H.Y.P.E. is in session, parent/guardians must contact student's teachers in advance concerning how each child will complete missed assignments.
2. Time given for the completion of make-up work will be one (1) day for every day absent.

III. ATTENDANCE PROCESS /TRUANCY:

1. A letter will be sent to the student's parent/guardian upon the 3rd unexcused absence.
2. A mandatory conference will be held between administration and the student's parent/guardian upon the 6th unexcused absence.
3. If the student reaches 10 unexcused absences (or 20 excused), they may be retained in the current grade level due to lack of formal instruction and/or they may be permanently removed from H.Y.P.E. due to lack of attendance. The Circuit Court Juvenile Division will be notified that the student has been removed from the Academy. As well, the parent/guardian may be charged with Truancy under NC General Statutes - Chapter 115C Article 26.
4. A student will be considered absent for the morning if he/she arrives after 10:30 AM and for the afternoon if he/she leaves before 12:00 PM.

Please Note:

5 Late Arrivals (after 7:55am) = 1 absence

5 Early Dismissals (before 3:00pm) = 1 absence

Tardy During the School Day Policy

All students are required to transition classes and activities according to their schedule in a timely manner. Timeliness is essential to academic success. Tardy students will be subject to the following consequences:

1st Offense: Student Conference with Parent Notification

2nd Offense: Silent Lunch with Parent Notification

3rd Offense: Detention with Parent Notification

4th Offense: In-School Suspension

IV. APPEAL PROCESS:

1. Students who exceed the number of absences with justifiable cause may appeal to the School Director. The appeals process is only for presenting proof of justifiable absences. It is not intended for any other use.
2. Students who wish to use the appeals process must present a completed form to the School Director's office clearly giving reasons for their absences. Excuses such as getting up late, car problems, or missing a ride will not be accepted.
3. Each case will be heard and judged on its individual merits.
4. It is the parent's responsibility to provide the necessary materials on his/her behalf.
5. The School Director will schedule a meeting to consider and discuss.
6. The decision of the School Director will be final.

ATTENDANCE AND CREDITS EARNED

A student who has *MISSED 8 DAYS OF CLASS* within a given trimester *MAY BE RETAINED IN THEIR CURRENT GRADE*. The School Director will issue a final decision on retention at the end of the school year.

Lawful Absences:

The superintendent, School Director, or teacher who is in charge of a school has the right to excuse a student temporarily from attendance on account of sickness or other unavoidable cause.

The following are the valid/lawful excuses for temporary nonattendance of a student at school.

1. **Illness or Injury:** When the absence results from illness or injury, which prevents the student from being physically able to attend school.
2. **Quarantine:** When isolation of the student is ordered by the local health officer or by the State Board of Health.
3. **Death in the Immediate Family:** When the absence results from the death of a member or the immediate family of the student. For the purpose of this regulation, the immediate family of a student includes, but is not necessarily limited to, grandparents, parents, brothers, and sisters.
4. **Medical or Dental Appointments:** When the absence results from a medical or dental appointment of a student.
5. **Court or Administrative Proceedings:** When the absence results from the attendance of a student at the proceedings of a court or an administrative tribunal if the student is a party to the action or under subpoena as a witness. The Local Board of Education can be considered an

administrative tribunal.

6. Religious Observance: School Directors are required to authorize a minimum of two excused absences each academic year for religious observances required by faith of a student or a student's parents. The student shall be given the opportunity to make up any tests or other work missed due to this excused absence. (S.L. 2010-112)

7. Educational Opportunity: When it is demonstrated that the purpose of the absence is to take advantage of a valid educational opportunity, such as travel. Approval for such an absence must be granted prior to the absence. This would include, but is not limited to, a student serving as a legislative page or a governor's page.

8. Local School Board Policy: LEAs may excuse temporary or occasional absences for other reasons in accordance with local school board policies, provided that the student has been in attendance for at least one-half of a school day during the current school year.

9. Absence related to deployment activities: A student whose parent or legal guardian is an active duty member of the uniformed services and has been called to duty for, or is on leave from, or immediately returned from deployment to a combat zone or combat support posting for the purpose of visiting said parent or legal guardian. (G.S. 115C-407.5Article V (E))

10. Child Care: Absences due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent are to be coded unexcused (lawful). (G.S.115C-375.5)

Medically Fragile:

Students who are medically fragile are frequently absent from school, and their absences are directly related to their severe or life threatening physical condition.

A medically fragile student is identified as follows:

A student who qualifies for special education in one of the existing categories of disability and for whom a licensed medical doctor has provided documentation that an associated or accompanying chronic illness is so severe as to affect the student's school attendance. A medically fragile student is one whose illness frequently places him/her in life threatening situations. In addition, he/she may be technology-dependent for life support systems, i.e., tracheotomy, gastrostomy, etc.

Rare instances may exist in which a child does not qualify for special education as defined in the Individuals with Disabilities Education Act (IDEA). However, the child would unquestionably meet the definition of disabled under Section 504 of the Rehabilitation Act of 1973, and thus would be eligible for consideration as a medically fragile student.

Hospital/Homebound:

If a student is confined at home or in a hospital, is unable to attend school, and is receiving homebound instruction from his/her home school/LEA, he/she is to be considered Hospital/Homebound. Once school/LEA personnel have made contact (a face-to-face meeting) with the student to provide instruction, the student should be counted PRESENT. The student should continue to be counted present for the span of time during which regularly scheduled hospital/homebound instructional services are delivered. (Supporting documentation should be maintained at the school.)

[Redacted Header]			
		DEVELOPMENT	Yellow
			Yellow
			Pink
			Yellow
			Pink
			Pink
			Pink
			Yellow
			Blue
			Orange

Admissions & Enrollment

ADMISSION

During the school year, parents wishing to enroll their child into H.Y.P.E. are required to complete an application and provide all necessary documentation. If space is available, the parent will receive notification of their reserved space and next steps for registration. If space is not available, the child will be placed on the waiting list and called in the order they applied (based on date and time of submitted application), but within boundaries of priority preferences such as sibling preference. **Enrollment period closes at the end of November.**

During public open enrollment for the following school year, parents must complete the application and provide all necessary documentation. If the number of students enrolled in a grade level during open enrollment exceeds the number of open seats available, students will be admitted on the basis of the lottery system according to the Board of Directors policy.

RE-ENROLLMENT

Re-enrollment is a designated period for parents wishing to re-enroll their child. All parents will be required to complete a form to reserve their child's placement for the following school year.

PARENT INVOLVEMENT AND COMMITMENT

In support of strengthening student academic achievement, when H.Y.P.E. Leadership Academy School district, also known as an LEA (local educational agency), receives Title I, Part A funds, it must develop jointly with, agree on with, and distribute to, parents of participating children a written parental involvement policy that contains information required by section 1118(a) (2) of the Elementary and Secondary Education Act (ESEA) (district wide parent

involvement policy). The policy establishes the LEA's expectations for parental involvement and describes how the LEA will implement a number of specific parental involvement activities, and is incorporated into the LEA's plan submitted to the State educational agency (SEA).

General Expectations

H.Y.P.E. Leadership Academy School District agrees to implement the following statutory requirements:

- The school district will put into operation programs, activities and procedures for involvement of parents with the Title I, Part A programs, which is consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities and procedures will be planned and operated with meaningful consultation with parents and participating children.
- Consistent with section 1118, the school district will work with its school to ensure that the required school-level parental involvement policies meet the requirements of section 1118(b) of the ESEA, and each include, as a component, a school-parent compact consistent with section 1118(d) of the ESEA.

Shared Responsibilities for High Student Performance:

- As a component of the school-level parental involvement policy developed under subsection (b), the school shall jointly develop with parents for all children served a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.
- Such compact shall:
 - Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the State's student performance standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, volunteering in their child's classroom, and participating as appropriate in decisions relating to the education of their children and positive use of extracurricular time.
 - Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
 - parent-teacher conferences at least annually, during which the compact shall be discussed as the compact relates to the individual student's achievement;
 - frequent reports to parents on their student's progress; and
 - reasonable access to staff, opportunities to volunteer and participate in their child's class and observation of classroom activities.

The school district will incorporate this district wide parental involvement policy into its LEA plan developed under section 1112 of the ESEA.

In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, the school district will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format, including alternative formats upon request and to the extent practicable, in a language parents understand.

The school district will be governed by the following statutory definition of the parental involvement, and will carry out programs, activities and procedures in accordance with this definition: Parental involvement means the participation of parents in regular, two way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- that parents play an integral role in assisting their child’s learning;
- that parents are encouraged to be actively involved in their child’s education at school;
- that parents are full partners in their child’s education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child;
- the carrying out of other activities, such as those described in section 1118 of the ESEA.

Description of How District will Implement Required District Wide Parental Involvement Policy Components

H.Y.P.E. Leadership Academy School District will take the following actions to involve parents in the joint development of its district wide parental involvement plan under section 112 of the ESEA:

- H.Y.P.E. Leadership Academy School District will establish a district level School Improvement Team (SIT).
- There will be at least two parents to serve on the SIT.
- At least ten SIT meetings will be scheduled during the school year. During one of those meetings, parents shall be given to review and provide input on the development of the district wide parental involvement plan, including the following:
 - The overall nature of the Title I program
 - Their rights as parents and the obligations of the school district set forth in Title I, including the district policy concerning parent involvement
 - Procedures for disseminating written information about the program (as prescribed by Federal Statute and State regulations).
 - Review of written copies of information about the program, including the Federal Statute and regulations, any applicable state or local laws or regulations, and current and prior program applications and evaluations as available.
 - Review of written communications and policies to ensure that information is in a parent friendly language and format.

H.Y.P.E. Leadership Academy School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

- Parents will be invited to participate in state mandated school improvement advisory committees. As members of this committee, parents will participate in the review of data-driven decisions designed to promote school improvement.

H.Y.P.E. Leadership Academy

- Parents participating on the district wide SIT will review and provide input into the development and continuous improvement of the district wide parent involvement plan.
- Parents, district staff and school personnel will jointly agree on methods for the district and school officials to consult with parents on aspects of Title I planning, design and implementation, including all phases of: needs assessment, determination of program, goals and objectives, determination of educational strategies, implementation of projects, development of program applications and program evaluations.

H.Y.P.E. Leadership Academy School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A programs in planning and implementing effective parental involvement activities to improve student academic achievement and school performance and shall be prepared to offer upon request, such support and resources as needed for effective and full parent consultation and involving, including, but not limited to, an ongoing and effective program of training for parents. This will be developed in consultation with parents. It will include training concerning federal, state and local legal requirements for the program, how the program actually operates, the rights and responsibilities of parents, and how parents can work effectively with each other and the school, in developing and providing parent consultation and involvement.

H.Y.P.E. Leadership Academy School District will conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A program. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, limited literacy, or are of any racial or ethnic minority background.) The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise if necessary its parental involvement policies.

H.Y.P.E. Leadership Academy School District will work to build the capacity of the school and parents for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school, parents and the community to improve student academic achievement, through the following activities specifically prescribed below:

The school district will, with the assistance of its Title I, Part A, provide assistance to parents of children served by the school district as appropriate, in understanding topics such as the following; the State's academic content standards, the State's student academic achievement standards, the State and local academic assessments including alternate assessments, the requirements of Part A, how to monitor their child's progress and how to work with educators. They will also provide materials and training to help parents work with their children to improve their child's academic achievement, such as literacy training and using technology to foster parent involvement.

Title I funds may be used for parent involvement activities, such as the following:

- Providing parent liaisons at the school to work with parents
- Paying teachers or consultants to provide workshops for parents
- Costs of parent involvement meetings
- Setting up parent resource centers at school or other locations

- Parent newsletters and other communications required by Title I
- Paying reasonable and necessary expenses associated with parental involvement activities in order to enable parents to participate in school related meetings and training sessions.

H.Y.P.E. Leadership Academy School District will, with the assistance of its parents, educate its teachers, pupil service personnel, administration and other staff, in how to reach out, communicate with and work with parents as equal partners, in the value and utility of the contributions of parents, in implementing and coordinating parent programs and building ties between parents and school.

WITHDRAWAL POLICY

1. Parent/Guardian should notify the school that the student is transferring to another school.
2. Parent/Guardian should fill out a withdrawal form, which is kept at the reception desk, letting the school know the following:
 - Address and Phone Number
 - Date of Move/Transfer
 - Name of the new school OR homeschooling information
 - Reason(s) for withdrawal
3. Parent/Guardian is expected to:
 - Return all school materials and textbooks
 - Settle all outstanding debts
 - Collect all personal items
 - Turn in withdrawal request form
4. Parent/Guardian can request an exit interview/meeting with administration to discuss concerns, if applicable. Administration may request an exit interview/meeting with parent/guardian, but they are not required to oblige.

* If the H.Y.P.E. receives a records request from a new school, the school will contact the student's parent/guardian to inquire about the situation if this process is not completed as stated.

In the event that the above is not completed and/or returned, the student's records transfer may be delayed and the last report card will not be mailed to the parent/guardian.

ACADEMICS

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Academics

GRADING

Kindergarten through 2nd grades will utilize the mastery of standards key:

4 Exceeding standards

3 Meeting standards

2 Progressing toward standards

1 Limited or no progress towards standards

3rd through 5th grades will utilize the school Academic Key:

A 94-100 A- 93-90

B+ 89-87 B 86-84 B- 83-80

C+ 79-77 C 76-74 C- 73-70

D+ 69-67 D 66-64 D- 63-60

E 59 and below

HONOR AWARDS

At the end of each quarter, special recognition is given to those students who have achieved excellence in the areas of innovation, inquiry, imagination, and inspiration. These awards recipients will be chosen by staff members and peers. Students will also be recognized for attendance as well as outstanding character/leadership.

BEHAVIORAL PROBATION

A student may be placed on behavioral probation if they are consistently and repeatedly referred to administration for behavioral infractions. A student may also be placed on behavior probation because of involvement in serious incidents at school including but not limited to fighting, insubordination, bullying, etc. Students on behavioral probation may not attend field trips or similar non-classroom activities where safety and the reputation of the school is a concern, participate in after school activities, or receive other student privileges until their behavior has been corrected in accordance with an established behavioral contract.

REPORT CARDS – CONFERENCES

Academic reports for students in grades K-5 are distributed in October, January, March, and June.

Mandatory Parent - Educator Conferences are held in December and March of each school year.

Parent/guardians of students under the age of 18 are required to attend the conference to receive their child's report card. In the event the parent is unable to attend their scheduled conference, a conference will be scheduled with school administration, at which time the report will be given to the parent/guardian. Please understand that if you need to schedule with the school administration it may be well after the initial conferences are scheduled. In this event, it is still encouraged that you meet additionally with your child's educator because they know best the progress of your student. *It is understood that educators shall, if necessary, arrange*

additional periodic conferences with parents. Conferences with educators must be scheduled during non-instructional time.

APPOINTMENTS WITH EDUCATORS

Parents/guardians who would like an appointment to meet with their child's educator should first contact their child's teacher through ClassDojo. Phone calls to educators during school hours are reserved for emergencies only. Advance appointments are necessary for meetings with educators.

PROMOTION AND RETENTION

H.Y.P.E. recognizes that the personal, social, physical, and educational growth of children will vary and that students should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It is the policy of H.Y.P.E. that each student shall be moved forward in a continuous pattern of achievement and growth that is in harmony with his or her own development. Such a pattern should coincide with the system of grade levels established by the Board of Directors and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when s/he has:

- Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade;
- In the opinion of the professional staff, achieved the instructional objectives set for the present grade.
- Demonstrated sufficient proficiency to permit him or her to move ahead in the educational program of the next grade.

In addition to these considered factors each year, a student who, by the conclusion of the 2nd, 3rd and 5th grade, has not scored within the designated grade level range on a nationally norm referenced assessment may be retained and required to repeat their current grade level in order to develop the skills necessary to succeed at the next grade level. The School Director or designee approves the final determination of promotion and retention. In addition, the following factors are considered when making a decision for retention by the professional staff in the student's academic and social livelihood:

- Student performance based on report cards, portfolio, academic records, assessments
- Discipline record
- Attendance record
- Maturity and social level
- Age of the student
- Reading proficiency level

The School Director reserves the right to retain a student in the same grade when his/her judgment, despite the objection of a parent, and in combination of the above-listed factors, strongly suggests that a student needs to have another year of growth in order to be successful at the next grade level.

STANDARDIZED TESTS

H.Y.P.E. gives the following standardized tests every year:

- End of Grade/Course exams (EOG, EOC): Administered to all designated grades
- HMH growth monitoring assessments administered to each student in grades K-5 three times a year. The assessments will measure their academic growth throughout the year.
- Any other state designated/mandated assessment.
- [Click here to view the testing calendar and additional testing information for the current school year.](#)

STUDENT SUCCESS PATHWAYS

Entrepreneurship Pathway students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering and Math (STEM). Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills. Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business-related products. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in a variety of leadership, career, and business courses. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

The Health and Wellness Pathway electives offered have been selected to enhance lifelong athleticism goals, instruct in a variety of health and wellness offerings, and to provide opportunities for students to learn more about professions in the health and wellness fields. As early as Kindergarten students will begin taking health and physical education courses. In grades 3-5, the courses will begin to look at more advanced skills. Students in grades 6-8 will take courses that include specific skill sets in selected fields of health and wellness. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in a variety of related career fields and participate in activities outside of the school setting. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses. Students in grades 3-5 will begin learning a world language with a world cultures art. In grades 6-8, students will continue with a more advanced world language with a world cultures art. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, as well as a variety of electives that will prepare them for success in any post-secondary endeavor. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

ADDITIONAL INSTRUCTIONAL PROGRAMS

K - 2: STEM with a focus on basic computer skills; Health and PE; basic art

3-5: Educational technology and more advanced computer skills; world language, world cultures art

6-8: STEM+ with a maker's space; Health and PE; world languages, world cultures art,

9-12: CTE electives such as career management and finance; Health and PE as well as electives such as nursing, sports medicine; electives in a variety of arts including music, band, visual art, digital photography

TEXTBOOKS, ELECTRONICS AND SUPPLIES

Students are responsible for the proper care of all books, electronics, and supplies issued each year. Students who lose books or damage H.Y.P.E. property will be assessed a replacement fee or repair cost to offset the replacement or repair cost. All costs are to be paid prior to receiving report cards or the transfer of student records.

HOMEWORK

Homework is a very necessary and integral part of a child's education. The purpose of homework is to reinforce those skills and concepts taught in the learning environment. Homework also includes work not finished during class time. Parental support and cooperation are very important and show that parents are interested in their education.

Each educator is responsible for their classroom homework policy. This is to ensure age-appropriate requirements. Please note that homework can come in many forms and while the Academy recognizes that age appropriate learning also consists of social and family activities at home, we request your support and cooperation while we try to find the best ways to reinforce learning at home. When traditional forms of homework are not necessary, the educators may have alternative projects and such instead. Please direct all homework questions to your student's educator.

REQUEST FOR HOMEWORK

A request for homework for a child that is ill should be made in the morning. This will allow time for the educator to organize the materials. Homework may be picked up in the office at the end of the day. Educators will make every effort to have homework ready to be picked up in the office at the end of the day. However, much of the learning at H.Y.P.E. is done in a hands-on and experiential way and many times cannot be sent home to be completed. That is why it is vital that all students are at school as much as possible.

COMMUNICATION

Each week, parents will receive communication from relevant H.Y.P.E. staff through ClassDojo, which will provide a summary of the upcoming week and will help families attend events and continue an awareness of school activities. In addition, the school website, <http://www.hype-leadership.org/> and Facebook page will provide updated information on H.Y.P.E. and student activities.

STUDENT RECORD "RIGHTS"

The Federal "Family Educational Rights and Privacy Act of 1974" provides parents or guardians of students under the age of 18 the right to examine official records, files, and data relating to the student. If you wish to review your child's record, please contact the office.

STUDENT RECORDS

The Board of Directors for H.Y.P.E. believes that all student records shall be treated as confidential and exist primarily for school use or as otherwise stipulated. To request a review of students records, a parent/guardian must contact the main office to schedule an

appointment. To request a hardcopy of a student's records, a parent/guardian must submit the request in writing to the main office. The Office Manager will then contact the parent/guardian of when the request can be reasonably fulfilled, not to exceed 15 days.

In situations where the parents of a student are divorced or separated, each parent (custodial and/or non-custodial) has equal rights to their child's records unless a court order specifies otherwise. H.Y.P.E. personnel shall not recognize private agreements between the student's parents.

Parents shall have an opportunity to appeal to the Superintendent to challenge the content of their child's school records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students; to provide an opportunity for the correction or deletion of any such inaccurate, misleading or otherwise inappropriate data contained therein; and to insert into such records the parent's written explanation of the content of such records. To request an appeal, the parent/guardian must submit a written request to the superintendent explaining what content the parent is challenging. The Superintendent will review the request and schedule a meeting with the parent.

Any eligible parent/guardian or student may inspect the records of the student during regular Academy office hours with a scheduled appointment. The district reserves the right to interpret selected records to students and/or parent/guardians at the time of the inspection.

If circumstances prevent a parent/guardian from exercising their right to come to the Academy to review a student's education records, the Academy will provide a copy of the requested records to the requesting party following the procedure above. The Academy will not destroy any educational records if there is an outstanding request to inspect and review a student's records.

Whenever a student attains 18 years of age, the consent required of and the rights accorded to the parents of the student shall thereafter only be accorded to the student. Parents/guardians are responsible for updating the Academy when an emergency phone number and address information has been changed.

DRESS CODE

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Dress Code



DRESS CODE OVERVIEW

Dress codes are in place to make the daily emphasis on learning and not on clothing attire. Students should take pride in how they look at all times. Uniforms can help keep students safe and prevent them from being judged by others for not looking a certain way. They also create a serious, distinguished look that tells the world YOU are about business. Students should always be mindful of their personal appearance – it speaks volumes about their character.

DRESS CODE

H.Y.P.E. basic standards regarding student dress are based on cleanliness, neatness, modesty, safety, and minimizing learning distraction. Uniforms are to be worn at H.Y.P.E. by all students in first grade and above, except on announced “Dress Up” days.

Kindergarten students are not required to wear uniforms, but uniforms are available for purchase for interested Kindergarten parents. Kindergarten students must be in attire that meets school safety and educational guidelines. **No open-toe or open-heel shoes, heels, controversial pictures or sayings, tank tops, spaghetti straps, or shorts/skirts shorter than fingertip length of the wearer** will be permitted. Kindergarten students who wear these items will remain in the office until proper attire is provided by the family.

H.Y.P.E. Logo tops must be purchased by the school-selected vendors. They can be ANY COLOR that is offered by our selected vendors for any grade level. Information for ordering is available on the H.Y.P.E. website or from the main office during school hours. Non-Logo tops and bottoms can be purchased at any store; however, they must meet the requirements stated below.

School Uniform Requirements

Tops:

Unbranded Option:

- Long or Short Sleeve Polo WITHOUT school logo in various solid colors;
- Additionally, students may wear a solid colored sweatshirt (with or without hood) or cardigan sweater with no logos on top of their polo for comfort and warmth during the school day.

H.Y.P.E. Branded Option:

- Long or Short Sleeve Polo with H.Y.P.E. logo in various colors; purchased from school vendor. **Note:** Screen printed H.Y.P.E. polo shirt can be purchased from Yellow Crayons
- Cardigan Sweaters with H.Y.P.E. logo .
- H.Y.P.E. Logo Embroidered Fleece/Hooded Sweatshirt – Purchased from Vendor; Not required to wear, but can be worn during school day on cold days.

Additional Tops:

- School T-shirts (special school event shirts, field day shirts, school fundraiser shirts, etc.) can be worn on any school day.
- Undershirts – Solid colors can be worn under short/long sleeve polos
- Winter Coats will be permitted at recess and for entrance in and out of the building, but will otherwise be hung up and not worn throughout the school.

Bottoms: (Pants should fit at waist with or without a belt)

- Pants – Chino style (cotton or cotton blend) pants of any color. These are not required to be purchased from a school vendor.
- Shorts/Skirts/Skort/Jumpers – Chino style (cotton or cotton blend) must be appropriate finger-tip length.

Shoes:

- Shoes must be comfortable for all day wear, closed-toe, closed-heel, and no raised heel. (Note: Crocs must have a closed toe and closed heel).

Socks/Tights:

- Socks must be worn with shoes. Socks that are ankle length or shorter can be any color; however, knee-high socks must be White, Navy, or Black.
- Tights/leggings can be worn under shorts, skirts, and jumpers – must be solid color.

Dance Uniform:

Appropriate clothing will be necessary for dance class. **All** students will participate in dance class.

- H.Y.P.E. logo t-shirt in purple, white, or green is required.
- Black leggings can be worn under shorts, skirt, or jumpers
- Black solid-colored sweatpants or athletic pants/shorts

Friday Spirit Day: Fridays are H.Y.P.E. Spirit Days. Fridays promote spirit and growth as a learner in life. We want to encourage and support our students' current and future learning through this spirit of pride.

- Spirit Day Jeans: Jeans (denim pants, shorts, skirts, overalls) can be worn on Fridays – any color, but no holes
- Spirit Day Shirts: Spirit shirts are any H.Y.P.E. School shirt, chosen college shirt, military shirt, or program shirt that a student participates in or is interested in (ex: CFRT play performance shirt, dance academy shirt, etc.). The student shows their pride and spirit for what they've done or belong to.
- Spirit Day Shoes: On Fridays, any closed-toe, no-heel shoes can be worn with spirit wear.

- **No open-toe shoes, heels, controversial pictures or sayings, tank tops, spaghetti straps, or shorts/skirts shorter than fingertip length are permitted**

Students can choose to wear the regular school uniform if they do not want to participate in Spirit Day attire. Fundraiser “Dress Up” Days will be scheduled periodically throughout the school year. On these days, specific guidelines for attire will be sent home ahead of time. Students that choose to participate will be required to follow those guidelines.

Dress code policy will be enforced for all students.

CONSEQUENCES:

Step 1: Silent Lunch and parent notification (with documentation).

Step 2: Student calls home to parent for change of clothes. The student will remain in the In-School Suspension room until the student is in proper uniform. The Dean of Students will contact parents/guardians for uniform change and guidance regarding uniform expectations.

Step 3: Administrative action

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BEHAVIOR/ DISCIPLINE

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Behavior/Discipline

GENERAL PURPOSE OF SCHOOL DISCIPLINE

School discipline has two main goals: (1) ensure the safety of staff and students, and (2) create an environment conducive to learning. Serious student misconduct involving violent or criminal behavior defeats these goals and often makes headlines in the process. However, the most common discipline problems involve non-criminal student behavior.

These less dramatic problems may not threaten personal safety, but they still negatively affect the learning environment. Disruptions interrupt lessons for all students, and disruptive students lose even more learning time. It is important to keep the ultimate goal in mind while working to improve school discipline. As education researcher Daniel Duke (1989) points out, "the goal of good behavior is necessary, but not sufficient to ensure academic growth." **Effective school discipline strategies seek to encourage responsible behavior and to provide all students with a satisfying school experience as well as to discourage misconduct.**

Recent research tells us that children are "hardwired" from birth to connect with others, and that children who feel a sense of connection to their community, family, and school are less likely to misbehave. To be successful, contributing members of their community, children must learn necessary social and life skills. Positive discipline is based on the understanding that discipline must be taught and that discipline teaches.

The tools and concepts of positive discipline include:

Mutual respect. Adults model firmness by respecting themselves and the needs of the situation, and kindness by respecting the needs of the child.

Identifying the belief behind the behavior. Effective discipline recognizes the reasons kids do what they do and works to change those beliefs, rather than merely attempting to change behavior.

Effective communication and problem solving skills.

Discipline that teaches (and is neither permissive nor punitive).

Focusing on solutions instead of punishment.

Encouragement (instead of praise). Encouragement notices effort and improvement, not just success, and builds long-term self-esteem and empowerment.

STUDENT RESPONSIBILITIES

Each student has the responsibility to:

- Respect the inherent human dignity and worth of every individual.
- Be informed of and adhere to all rules and regulations established by H.Y.P.E. and implemented by school administrators, teachers, and support staff for the welfare and safety of all students.
- Study diligently and strive to reach the highest possible level of academic achievement.
- Be punctual to school and classes.
- Refrain from slanderous remarks and obscenity in verbal and written expression.
- Dress and present oneself in a manner that meets the standards of health, cleanliness, safety, and the H.Y.P.E. Dress Code.
- Help maintain and improve Encore Academy's school environment, preserve school property and exercise the utmost care while using school equipment and facilities.

- Conduct oneself in an appropriate manner while in attendance at all school sponsored and/or related events.
- Continue to be, or strive to become more actively involved in one's education and personal growth.

SCHOOLWIDE RULES:

H.Y.P.E.'s ultimate goal is to produce students who are respectful, responsible, and resourceful.

Respectful students are polite and use manners. They use appropriate language and appropriate voice levels when talking in the building and to others. They listen to and follow the direction of authority figures. They walk in the building. They keep their hands, feet, and objects to themselves. They keep a comfortable distance away from other peoples' personal space. They allow the teacher to teach and minimize disruptions to the learning environment. They use safe measures and decision making when dealing with themselves, other students, staff, parents, and the school. They utilize good communication skills when dealing with others including listening and responding appropriately to concerns.

Responsible students make decisions to follow rules appropriately. They behave in a safe way for themselves and others. They care about the cleanliness of their school environment and take pride in helping to keep it clean. They make sure they are in proper uniform when they leave for school in the morning and remain in proper uniform throughout the school day. They make sure they have all they need for the day including finished homework, signed papers, and a lunch and are prepared to learn. When a choice or decision has the potential for negative consequences, responsible students admit wrongdoing and are accountable for their actions.

Resourceful students are able to problem solve. They utilize people, places, and things to find answers to problems that they are having. They seek the appropriate help when they need it including adults that are on staff and the closest to get to. They help others when they can by getting an appropriate adult, or informing an appropriate adult if another student or person needs help. They try to use conflict resolution strategies to solve student to student issues appropriately and when that doesn't work they seek help from an appropriate adult. If they are in immediate danger they use good decisions to get out of it as soon as possible and then inform the nearest appropriate adult.

Specific School Rules:

1) Be prepared to learn:

Including: being on time, bringing all necessary school materials (including completed homework), not disrupting the learning environment, and taking care of other business outside of the classroom.

2) Follow the direction of the teacher or staff members in charge:

Including: teacher directives, classroom and school rules, requests to sit down or in a specific seat, requests to take notes, read, or any academic tasks or behavioral tasks, etc.

3) Be respectful:

Including: using your manners, cleaning up after yourself, being nice and cooperative to the teacher, other staff, other students, guests, and self, using appropriate language at all times throughout the school, talking in an appropriate tone and level when speaking with authority, students, and guests within the building and classrooms, keeping hands, feet, and objects to

self, keeping an appropriate distance from the personal space of others, and taking appropriate care of the school facility, furniture, grounds, and materials.

4) Be safe:

Including: walking at all times both in the school and outside, upon dismissal and at arrival, keeping hands, feet, and objects to yourself, do not spit or bite others, keeping an appropriate distance from others, and keeping toy weapons at home – (guns, knives, handcuffs, etc. are NOT PERMITTED)

CLASSROOM RULES:

Each educator has the opportunity to make reasonable and appropriate additions and/or amendments to H.Y.P.E. Rules within the confines of their classroom. This is in order to make the learning environment safe, orderly, and age appropriate to promote student growth and success.

STUDENT BEHAVIOR CODE

Students are expected to follow the rules and regulations of the Student Behavior Code. The Academy will uphold the code and will exercise proper discretion as it pertains to each incident. For further information on expulsion and due process, see the main office.

Self-discipline is a goal for all of the students of H.Y.P.E.. To encourage the development of this virtue, positive reinforcement will be used. Students are expected to follow the School's rules and regulations. H.Y.P.E. will uphold the code and will exercise proper discretion as it pertains to each student.

H.Y.P.E. is a Positive Behavior Interventions and Support (PBIS) school and works hard to reward students for their positive behaviors and contributions and to create guidelines for all students to follow. When it is necessary to address minor infractions, staff members follow a systematic approach in addressing behaviors. Below are some of the consequences that may be given to a student if rules are not followed or are broken:

- Warning/Student Conference
- Notify parents by email, phone call, message, letter, etc
- Intervention (PBIS, TLAC, ABE, Referral to counselor, etc.)
- Parent Conference
- Detention
- Office Referral

When necessary, administrators may use their own discretion to determine appropriate consequences for individual offenses on a case by case basis.

The PBIS goal is to redirect student behavior and help students understand how to make better choices.

DEFINITION OF DISCIPLINARY ACTIONS:

Conference with student:

Conferences are held for all disciplinary problems. Usually it is also a first step for minor violations resulting in a warning being issued. All behaviors and resolutions will be documented.

Parent Conferences:

A parent conference can be personal or by phone. This can be used as a second disciplinary action or can be required for other violations. All conferences and resolutions will be documented.

Referrals: If a resolution is not created, the student will be referred to school administration by any staff member within the school. All students will be responsible for returning their referral with a parent/guardian signature by the next school day.

Detention: May be served during lunch, classroom celebrations, and before or after school for unacceptable behavior. Students must adhere to the following rules during detention or further administrative action will be taken:

Detention Rules

- Must arrive on time.
- Must remain in detention the entire time 3:05 PM to 4:05 PM.
- Must participate in self-reflection activities assigned by the supervising teacher.
- Electronic devices must be put away the entire time. Visible electronics will be confiscated.
- Must take care of all restroom and personal needs before entering detention.
- Must complete work the entire time. No sleeping, talking, eating or other distracting behavior is allowed.

In-School Suspension: For chronic irresolvable or major discipline problems, a student will remain in ISS. They will work on given class work and a writing assignment given to them by the administrator without talking. They are to ask permission to leave for any reason and will be required to eat their lunch in the ISS room.

Rules for In-School Suspension

- Students will sit in their assigned seats given to them by the office staff.
- While in the in-house room there will be no talking, note writing or any other type of communication.
- Students are responsible for keeping their area clean. Any waste can be kept on their desktop until their break time or end of the school day.
- Students are not allowed to leave their seat unless they have permission to do so.
- Restroom and drinking fountain breaks will be executed as a group at designated times.
- There is no food allowed in the in-house room except for the designated lunch period.
- If a student refuses to follow the in-house rules they will be given an out of school suspension.
- If a student is absent the scheduled day of ISS or misses any part of the day, they will make up any absent time the next day in attendance.

Out of School Suspension: For chronic, irresolvable or severe discipline problems. A student who is suspended out of school will be required to remain in the office or IHS until picked up by a parent or guardian. While in the office they will follow the same routine as an In-House Suspension. Once serving their out of school suspension they are not to be on school grounds during or after school or attend any after school activities. They are to make up all missed

assignments and have the same number of days to complete it as they are absent. They will receive an unexcused absence for any time served.

1. Short-Term Suspension (G.S. 115C-390.5)

(a) The School Director shall have authority to impose short-term suspension on a student who willfully engages in conduct that violates a provision of the Code of Student Conduct authorizing short term suspension.

(b) If a student's short-term suspensions accumulate to more than 10 days in a semester, to the extent the School Director has not already done so, he or she shall invoke the mechanisms provided for in the applicable safe schools plan adopted pursuant to G.S. 115C-105.47(b)(5) and (b)(6).

(c) A student subject to short-term suspension shall be provided the following:

(1) The opportunity to take textbooks home for the duration of the suspension.

(2) Upon request, the right to receive all missed assignments and, to the extent practicable, the materials distributed to students in connection with the assignment.

(3) The opportunity to take any quarterly, semester, or grading period examinations missed during the suspension period. (2011-282, s. 2.)

2. Long-Term Suspension (G.S. 115C-390.7)

(a) A School Director may recommend to the superintendent the long-term suspension of any student who willfully engages in conduct that violates a provision of the Code of Student Conduct that authorizes long-term suspension. Only the superintendent has the authority to long-term suspend a student.

(b) Before the superintendent's imposition of a long-term suspension, the student must be provided an opportunity for a hearing consistent with G.S. 115C-390.8.

(c) If the student recommended for long-term suspension declines the opportunity for a hearing, the superintendent shall review the circumstances of the recommended long-term suspension. Following such review, the superintendent (i) may impose the suspension as if it is consistent with board policies and appropriate under the circumstances, (ii) may impose another appropriate penalty authorized by board policy, or (iii) may decline to impose any penalty.

(d) If a teacher is assaulted or injured by a student and as a result the student is long-term suspended or reassigned to alternative education services, the student shall not be returned to that teacher's classroom unless the teacher consents.

(e) Disciplinary reassignment of a student to a full-time educational program that meets the academic requirements of the standard course of study established by the State Board of Education as provided in G.S. 115C-12 and provides the student with the opportunity to make timely progress towards graduation and grade promotion is not a long-term suspension requiring the due process procedures described in G.S. 115C-390.8. (2011-282, s. 2.)

Expulsion from H.Y.P.E.: In extreme cases expulsion, determined after a disciplinary hearing, from H.Y.P.E. may be necessary. A student who is expelled may not return to the school for a time period equivalent to one full academic school year (G.S. 115C-390.11) At the time a student is expelled under this section, the student shall be provided notice of the right to petition for readmission pursuant to G.S. 115C-390.12.

Due Process for Disciplinary Action

H.Y.P.E. assumes its responsibility to assure every student's right to an equal education opportunity. H.Y.P.E. further assumes its responsibility to assure an atmosphere conducive to

learning and the expression of individual responsibility while protecting the individual rights of all students in accordance with standards of due process required by law and accepted standards of fairness. These procedures include a notification of discipline and an opportunity for students to explain their version of what happened. When discipline involves long-term suspension or expulsion, students may also request a formal hearing with an appropriate administrator. This procedure is not designed to deal with ordinary classroom discipline. The law requires that all teachers “maintain good order and discipline” and the H.Y.P.E. joins with parents and students in supporting every reasonable effort of teachers to meet this obligation.

DISCIPLINARY ACTIONS AND MINIMUM PENALTIES:

Every student has the innate right to an education free from being threatened in any fashion. In addition, every teacher has the right to teach, just as every student has the right to learn. Any disruption to this process will not be tolerated. The following is a list of some unacceptable student behaviors and the suggested *minimum* starting penalties. Should a violation not be listed, administrative discretion will be exercised and a proper penalty imposed for the violation.

Violations may have different circumstances and therefore administrative discretion may be imposed to apply appropriate consequences and penalties to each individual situation to ensure fairness.

If a student misses class due to an in school or out of school suspension, they are responsible for speaking with their teacher and making up the work from the class period(s) they missed.

Offense	Definition	K-3 Minimum Penalty	4-8 Minimum Penalty
Dress Code Violation Minor Infraction (1-5 pts.)	Out of compliance with proper Encore uniform, defined in handbook (untucked shirt will be treated as insubordination)	Refer to Dress Code section of handbook	Refer to Dress Code section of handbook
Rough housing/verbal confrontation Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior, including acting carelessly and putting others in danger; instigating or engaging in verbal confrontations where abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures,	-Removal from class for designated period of time -Parent contact -Parent conference if necessary	-Removal from class for designated period of time -Parent contact -Up to 5 day out of school suspension

	pictures, stories, or language used		
<p>Fighting</p> <p>Major Infraction (10 pts.)</p>	An extreme act of physical aggression that is designed to seriously harm or injure another person	<p>-1 day suspension</p> <p>-Referral to counselor/social worker</p> <p>-Days may increase with the number of violations</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion;</p> <p>depending on severity of the situation</p> <p>-Days will increase with multiple violations</p> <p>-After 10 days automatic referral for a disciplinary hearing which could result in expulsion.</p>
<p>Insubordination</p> <p>Minor Infraction (1-5 pts.)</p>	Deliberate refusal to obey a reasonable request or order by Academy personnel, documented by the Academy personnel and submitted to the office	<p>-Removal from class for a designated period of time</p> <p>-Parent contact</p> <p>-Parent conference if necessary</p>	<p>-Removal from class</p> <p>-Appropriate form of suspension</p> <p>-Continued violation will result in a disciplinary hearing which could result in expulsion from the Academy</p>
<p>Disrespect to Authority</p> <p>Minor Infraction (1-5 pts)</p>	To use inappropriate voice tone, voice level, language, insinuations, mockery, gestures, threats, intimidation, etc.	<p>-In house suspension to out of school suspension</p> <p>-Referral to counselor/social worker</p> <p>-Days may increase with number of violations</p>	<p>-Referral to counselor/social worker</p> <p>-1 day out of school suspension up to dismissal from Academy</p> <p>-Additional day for each additional occurrence up to 10 and/or a disciplinary hearing which could result in expulsion.</p>
Harassment	To disturb persistently; torment as with	-Removal from class for a	-1 day out of school suspension and/or a

<p>Intermediate Infraction (5-10 pts)</p>	<p>troubles or cares; bother continually; pester; persecute (Please refer to section on bullying for additional information)</p>	<p>designated period of time - Parent conference -Referral to counselor/social worker</p>	<p>disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Serious Threats Intermediate Infraction (5-10 pts)</p>	<p>Written or verbal threats towards self, another person's life or wellbeing, or the school</p>	<p>-Removal from class for a designated period of time -Investigation by Administrative staff and when necessary contact to local authorities and child protective services -Parent contact -Recommendation for counseling evaluation if appropriate</p>	<p>-Immediate removal from class -Investigation by Administrative staff -Minimum 3 day suspension- not to return to school until psychological evaluation determined not a threat to self or others. Required to make up all missed assignments if eligible to return to school -Notification to authorities and child protective services if appropriate</p>
<p>Sexual Harassment Intermediate Infraction (5-10 pts)</p>	<p>The making of offensive sexual advances, touching of personal areas, or of sexually offensive remarks, gestures, or acts that make another person feel uncomfortable</p>	<p>-Parent Notification -Removal from class -Referral to counselor/social worker -Recommendation for counseling evaluation</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Forgery Intermediate Infraction</p>	<p>Falsely making or altering a writing by which the legal rights or obligations of another person are</p>	<p>-Parent notification -Dependent upon what and how forgery occurred, loss of some form</p>	<p>-Administration determined appropriate form of suspension for situation</p>

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<p>(5-10 pts)</p>	<p>apparently affected; simulated signing of another person's name to any such writing whether or not it is also the forger's name</p>	<p>of school privilege to suspension</p>	<p>-Parent notification -Notification of authorities if appropriate</p>
<p>Profanity or Obscenities Minor Infraction (1-5 pts.)</p>	<p>The use of abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language</p>	<p>-Parent notification -Time out of class to in-school suspension</p>	<p>-1 day of out of school suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Cell Phone Minor Infraction (1-5 pts.)</p>	<p>Possessing or using a cell phone for any purpose during school hours</p>	<p>-1st offense the item will be taken and released only to a parent or legal guardian -2nd offense the item will be kept until the last day of school and released only to a parent or legal guardian -Refusing to surrender a cell phone will result in further disciplinary action</p>	
<p>Bullying Intermediate Infraction (5-10 pts.)</p>	<p>Harassment or Bullying is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts-i.e. internet, cell phone, personal digital assistant (pda), or wireless handheld device) that is reasonable perceived as being motivated either by any actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or mental, physical, or sensory disability or impairment or by any other distinguishing</p>	<p>-Parent notification -Removal from class for a designated period of time to suspension. In extreme cases a disciplinary hearing will be held which could result in expulsion. -Referral to counselor/social worker</p>	<p>-3 days of out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>

	<p>characteristic. This also includes ANY behavior that could be perceived as being aimed at intimidating, threatening, or coercing another person. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school sponsored function, or in a school vehicle. <u>Encore Academy adheres to a ZERO TOLERANCE BULLYING POLICY.</u></p>		
<p>Stealing</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To take (the property of another or others) without permission or right, esp. secretly or by force</p>	<p>-Return of items or cost of missing items -Parent notification -Time out of class -Loss of some type of school privilege -Recommendation for counseling evaluation if appropriate</p>	<p>-Return of items or cost of missing items -In school suspension to out of school suspension -Days may increase with the number of violations -Recommendation for counseling evaluation if appropriate</p>
<p>Plagiarism and Academic Dishonesty</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To copy or present someone else's work as your own OR to not be able to distinguish your work from a group of students you are working with</p>	<p>-Consequence is determined by Encore Academy staff and may include withholding credit until the student retakes the class or reproduces the assignment</p>	
<p>Skipping Class/Loitering</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Being out of class during instructional time without a pass, arriving 5 or more minutes late to class without a pass, or not attending class without</p>	<p>-Parent notification to removal from class</p>	<p>-1st offense: Parent notification -2nd offense: In school suspension to 2 days out of school suspension</p>

	proper authorization; being present in unauthorized areas in the building or school grounds		
Gambling/Gambling Paraphernalia Intermediate Infraction (5-10 pts)	Being found in possession of gaming paraphernalia such as dice, chips, etc.; exhorting and/or collecting money under betting or unwarranted circumstances	-Parent notification -Child Protective Services notification if appropriate	-Up to 5 days of out of school suspension and dismissal from Encore Academy
Vandalism Intermediate Infraction (5-10 pts.)	Deliberate defacing or destruction of school or individual student, staff, or guest property	-Student to remove or parent to pay for removal or replacement of damaged property -Time out of class	-Student to remove or parent to pay for removal or replacement of damaged property -1 day suspension and/or a disciplinary hearing which could result in expulsion. - Notification to authorities
Trespassing/Loitering Intermediate Infractions (5-10 pts.)	Students and parents being on school grounds 15 minutes after dismissal or after a school related function, even in a vehicle. Students and/or parents being on school grounds when banned from the school building/property	-Verbal warning; reported to local authorities -After 3 incidents, Child Protective Services will be notified -Dismissal from Encore	
Leaving school without proper authorization Intermediate Infraction (5-10 pts.)	Leaving the premises of the school without following check-out procedures and protocols	-In school suspension to 3 days of out of school suspension	

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<p>False Fire Alarm</p> <p>Major Infraction (10-20 pts.)</p>	<p>Deliberately pulling or setting off the fire alarms</p>	<p>-Parents will be fined by the local fire department -1 day suspension</p>	<p>-Parents will be fined by the local fire department -3 day suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Possession/Usage of Weapon</p> <p>Major Infraction (10-20 pts.)</p>	<p>Any instrument of attack used to cause serious harm to another</p>	<p>-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate</p>	<p>-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services -Recommendation for counseling evaluation if appropriate</p>
<p>Alcohol</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of an intoxicating liquid containing some form of alcohol</p>	<p>-Contact Child Protective Services -Appropriate disciplinary action which includes out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>	<p>-5 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services</p>
<p>Drugs/paraphernalia</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of chemical substances, illegal or otherwise, that affects the central nervous system causing changes in behavior and often addiction. Possession of any</p>	<p>-Notification to authorities and Child Protective Services -Appropriate disciplinary action and/or out of school suspension</p>	<p>-Notification to authorities to 10 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services</p>

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	equipment used in making, using, or concealing such a substance.	-Recommendation for counseling evaluation if appropriate	-Recommendation for counseling evaluation if appropriate
Tobacco Intermediate Infraction (5-10 pts.)	Possession and/or use of tobacco containing product including cigarettes, chewing tobacco or other	-Notification to Child Protective Services -Appropriate disciplinary action and/or out of school suspension or disciplinary hearing which could result in expulsion.	-1 st offense: 3 day suspension -2 nd offense: 5 day suspension and notification to authorities -3 rd offense: 10 day suspension and notification to authorities and dismissal from the Academy
Fire Type Materials Intermediate Infraction (5-10 pts.)	Possession of fireworks, stink bombs, lighters, matches, smoke bombs, etc.	-Situation subjective -Parent notification -1 day suspension -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate	-3 day suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation to counseling evaluation if appropriate
Compromise of public safety (teachers, staff, and students) Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior including acting carelessly and putting others in danger; disregard for directives and/or authoritative figure	-Out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services if appropriate -Dismissal from Encore	
Weapons usage, arson, criminal sexual conduct Major Infraction (10-20 pts.)	If a student possesses a dangerous weapon in a weapon free school zone (on school property and/or a vehicle used by a school to transport students to or from school property), or commits arson or criminal sexual conduct	-Any student who commits a physical assault against an Academy employee or against a person engaged as a volunteer or contractor for the Academy on Academy property, on an Academy related vehicle, or at an Academy sponsored activity or event will be suspended and may be permanently expelled for a period of not less than 180 days or one full academic school year.	

	<p>in a school building or on school grounds, the student must be expelled from school permanently, subject to possible reinstatement provided for in the law.</p>	
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PARENT GRIEVANCES

H.Y.P.E. is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

- 1.) The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
- 2.) No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
- 3.) The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
- 4.) Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director’s decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director’s written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the

superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.

For all other H.Y.P.E. policies approved by the Board of Directors, schedule a time to meet with the School Director.

ZERO TOLERANCE BULLYING POLICY

H.Y.P.E. Leadership Academy prohibits bullying or harassment of any H.Y.P.E. student or employee. Bullying or harassment of any type will not be tolerated. All students and employees have the right to feel respected, secure and safe while participating in school and school related activities. The school policy requires that:

- All incidents of bullying or harassment be reported to the designated administrator.
- All allegations of bullying or harassment are investigated in a timely manner.
- Parents of both parties (the alleged bully and the target) are notified that the investigation is occurring.
- Parents are notified of the outcome of the investigation.
- Interventions and disciplinary consequences will be provided to a student who has committed an act (or acts) of bullying.
- The student that is the target of the behavior receives appropriate interventions and follow up.

***Bullying**, including cyber bullying, means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve, but is not limited to: teasing, threats, stalking, theft, destruction of property, social exclusion, intimidation, physical violence, public or private humiliation, cyber bullying, sexual, religious, or racial harassment.

ZERO TOLERANCE DISCIPLINE POLICY

H.Y.P.E. endeavors to ensure that the school is a safe place for teaching, learning and working. In order to achieve this goal, the school has instituted a **Zero Tolerance Discipline Policy**. Regardless of circumstances these policy guidelines will be followed. H.Y.P.E. Academy may notify the law enforcement and take swift and appropriate disciplinary action for the following infractions as appropriate based upon the age and development of the student:

· **Physical Assaults Against Personnel:**

Physical assault is defined as intentionally causing or attempting to cause physical harm to another through force or violence. Any student who commits a physical assault against an employee or against a person engaged as a volunteer or contractor for the school on school property, on school bus or other school related vehicles, or at an school-sponsored activity or event will be suspended and may be permanently expelled for a period of not less than one hundred eighty (180) days or one full academic school year.

· **Physical Assaults against Students:**

Physical assault is defined as intentionally causing or attempting to cause physical harm to another through force or violence. H.Y.P.E. shall **expel** any student if the student:

- Possesses a dangerous weapon
- Commits arson
- Commits criminal sexual conduct

Any student in 6th grade or above may be suspended or expelled for the following:

- Physical assault against another student
- Physical assault against H.Y.P.E. Staff or Official (expel)
- Verbal assault, as defined by H.Y.P.E. policy*, against a school Official or Staff member
- Bomb threat or similar threat
- Other serious-in-nature offense which significantly jeopardizes the student, other students, staff, guests, or the school

· ***Verbal Assaults:**

Verbal Assault means a threat of an immediate harmful or offensive touching, coupled with apparent immediate ability to commit same, and which puts a person in a reasonable apprehension of such touching, or, the use of offensive language directed at a person, where such language is likely to provoke a reasonable person to physical violence, a bomb threat (or similar threat) directed at a H.Y.P.E. building, another H.Y.P.E. property, or a H.Y.P.E. related event. For purposes of this policy, the definition of assault also includes written threats. Any student in grade 6 or above who commits a verbal assault on H.Y.P.E. property, on a H.Y.P.E. bus or other H.Y.P.E. related vehicle, or at H.Y.P.E. sponsored activity or event against H.Y.P.E. employee or against a person engaged as a volunteer or contractor for H.Y.P.E. shall be suspended or expelled, depending upon circumstances, for up to one hundred eighty (180) days or one full academic school year.

Criminal Sexual Conduct:

Criminal sexual conduct means sexual penetration or touching of a person's intimate parts. Intimate parts are defined as the breast, buttock, inner thigh, and groin or genital area, without consent:

- Any sexual touching of person's intimate parts: With or without consent
- Any sexual touching of a person under 10 years old

SEXUAL HARASSMENT POLICY

For the purpose of this Policy, “sexual harassment” shall mean ANY unwelcome advance of a sexual nature, requests for sexual favors, and/or **verbal or physical conduct** or communication of a sexual nature.

Sexual Harassment: Discriminatory harassment on the basis of sex is hereby prohibited. Complaint Procedure: Report. A person who believes that this Policy has been violated should promptly report the alleged violation to the school administrator/School Director. All alleged violations should be reported no later than sixty days from the date the person first becomes aware of the alleged incident. However, the school reserves the right to investigate and act upon reports submitted beyond the sixty day period.

School Action: The school administrator/School Director and a representative from the educational service provider (ESP) shall assist the complainant to pursue effective resolution of the complaint. This may be handled through an informal or formal process, depending on the severity of the situation. In the event that the administrator or representative from the ESP or among the persons complained of, their positions shall be filled by a member of the Board of Directors, as determined by the Board.

Informal Process: The complaint shall be handled by an informal process unless the circumstances are deemed so severe by the investigating team or the Board of Directors as to require a formal process, or the complainant demands a formal process, or the action complained of would constitute a criminal act if proven true. The informal process shall involve the investigating team meeting with the alleged offender and all other persons or parties as it deems appropriate, this includes meeting with the student without a parent/guardian present. The alleged offender(s) shall be informed of the complaint and the complainant has requested resolution. If the complaint is resolved to the satisfaction of all parties, no further action will be taken unless required by law or if deemed appropriate by the investigating team. If all parties are not satisfied with the action taken, a formal complaint can then be made by any of the parties.

Formal Complaint: A formal complaint must be signed and clearly state the nature of the alleged offense, the name of the alleged offender and the specifics (including time, date and location of the incident(s)). The formal complaint must be filed with the investigating team. If the investigating team deems that the circumstances require action, the complaint will be investigated in a timely and thorough manner to protect the rights of both the complainant and the alleged harasser(s). In the course of the investigation, the following process will be followed:

- a. The investigating team will convene as soon as is reasonably possible after the filing of the formal complaint.
- b. The investigating team will investigate all relevant claims, speak with all relevant parties, and collect all relevant evidence in as timely a manner as is reasonably possible in order to make a determination regarding the facts of the case.
- c. The investigating team will report to the board at the next regularly scheduled board meeting, or if the investigating team and the Board President deem appropriate, at a special meeting of the board.
- d. The board shall determine appropriate action to be taken.

Sanctions: The person(s) who is found to have violated this Policy may be subject to sanctions which may include, but need not be limited to, suspension, removal from school

environments/activities/events, expulsion from the school, banishment from the campus, and/or dismissal from service at the school. Violators may also be subject to civil action or criminal prosecution.

Confidentiality: Discretion will be exercised. However, there can be no guarantee of confidentiality or anonymity since any investigation will involve discussions with other parties. Information about the complainant giving rise to the complaint will be reviewed only as investigatory and disciplinary processes require, or as otherwise required by law or courts having competent jurisdiction.

Confidentiality will be observed to the extent permitted by law and to the extent consistent with protecting the welfare of the School Community and the interest of the school. However, the investigating team, the Board and/or the school administrator/School Director may report the incident to appropriate authorities as they deem necessary or appropriate.

CHILD ABUSE OR NEGLECT

Child abuse or neglect means harm or threatened harm to a child's health or welfare by a parent, or legal guardian, or any other person responsible for the child's health or welfare, or by an educator or educator's abide.

Suspected child abuse and or neglect must be reported to FIA. (See H.Y.P.E.'s Child Abuse and Neglect policy)

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SCHOOL-WIDE POLICIES

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School-Wide Policies

CELLULAR PHONES, MP3 Players, IPODs, and other ELECTRONIC DEVICES

The telephones are for school business and emergencies only. Students will be permitted to use the telephone for emergency purposes only. Students should take care of information business with parents prior to coming to school. During school hours, students are not permitted to use cellular phones, video games, or social media. Failure to follow policy will result in disciplinary action and forfeit of device to the Academy until the end of the school year. H.Y.P.E. will not accept responsibility for personal items of students lost, stolen, or confiscated.

- First offense: the item will be taken from the student and released back to the student at the end of the day.
- Second offense: the item will be confiscated and released only to a parent or legal guardian.
- Third and continual offenses will be considered insubordination and handled according to the code of conduct under insubordination in addition to confiscation of the item and parent signature for release. Refusing to surrender a cell phone or other device used in an unauthorized way will result in further disciplinary action.

STUDENT CAMERAS

For the safety and well being of all of our students, student cameras are not permitted at school unless they have received administrative approval for a specific event or educational need. We recognize the importance of school day memories and will designate specific dates and events for which cameras will be permitted. This will require teacher supervision of the photographs being taken as well as administrative approval. Please understand that we want to ensure the safety and well being of every student at H.Y.P.E. and that circumstances such as the Internet and other predators are at large, making it a priority to protect our students and ensure you are aware of the exposure of your child.

Additionally, students should not videotape or take pictures of other students or staff members before, during, or after school without administrative approval.

Students in possession of cameras that are not approved by administration will have their cameras confiscated and if necessary pictures deleted prior to release of camera to parent/guardian.

PERSONAL LAPTOP COMPUTERS

For students in grades K-5, administrative approval is required prior to bringing in the laptop for use at the school. **H.Y.P.E. does not assume any responsibility for the safety of personal computers on school grounds (including breakage or theft).** Classroom teachers hold the final authority for laptop use in the classroom and may confiscate a laptop at any time if they determine that a student is not using the computer appropriately or if the student is causing a distraction. *Students who use laptops for personal (non-academic) purposes during the school*

day will be prohibited from bringing their laptop to school or using an Academy laptop during the school day for the duration of the academic year.

INTERNET USE POLICY

H.Y.P.E. adheres to the federal requirements and guidelines stipulated under Title XVII—Children's Internet Protection Act.

A. Educational Purpose

H.Y.P.E. Internet system has a limited educational purpose. Activities that are acceptable include classroom activities, career development, and high-quality personal research. H.Y.P.E. has the right to place reasonable restrictions on material you access or post through the system. Students are expected to follow the rules set forth in the school disciplinary code and the law in your use of the network. *Students who use laptops for personal (non-academic) purposes during the school day will be prohibited from bringing their laptop to school or using an Academy laptop during the school day.*

B. Internet Management

Embracing the Internet as a critical and essential component in today's world is essential if our students are to become functional members of society. The benefits attained by the advancement of technology bring with it associated costs and a wide range of risks, in particular, the exposure of students to inappropriate material and people. As part of H.Y.P.E.'s commitment to Internet security, the school offers a firewall (a web-blocker application program). This has the ability to block objectionable material and captures the window when questionable material is accessed.

C. Unacceptable Uses

The following uses are considered unacceptable:

1. Personal Safety and Personal Privacy

Students will not post personal contact information. This includes students address, school address, telephone number, and name on the Internet. This includes other people as well as the student. Students will promptly disclose to the teacher any message or website that is inappropriate or makes students feel uncomfortable.

Additionally, students should not videotape or take pictures of other students or staff members before, during, or after school without administrative approval.

Students will not post any information or disrespectful or administratively deemed harmful comments regarding other students, staff members, or the school in general.

2. Illegal Activities

Students will not attempt to gain unauthorized access to H.Y.P.E. Network or to any other system through the network beyond authorized access. Students will not attempt to deliberately disrupt the computer system or destroy data by spreading computer viruses or by any other means. Students will not use the network to engage in any other illegal act, such as arranging for illegal activities or threatening the safety of other people.

3. System Security

No software is to be downloaded on the computers at any time without explicit consent of the system administrator.

4. Inappropriate Language

Restrictions against inappropriate language apply to public messages, private messages, and material posted on Web pages. Students will not use obscene, profane, vulgar, rude, threatening or disrespectful language. Students will not post information that could cause damage or a danger of disruption. Students will not engage in personal



attacks, including prejudicial or discriminatory attacks. Students will not harass another person. Students will not knowingly post false or defamatory information about another person or organization.

5. *Respecting Resources*

Using the computer systems and Internet is a privilege. Students need to respect the computer by using it appropriately.

6. *Plagiarism*

Students will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were their own.

7. *Copyright*

Students will respect the rights of copyright owners. Copyright infringement occurs when a person inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, students should follow the expressed requirements. If students are unsure or have questions, they should ask a teacher.

8. *Inappropriate Access to Material*

Students will not access material that is designated for adult use only or is profane or obscene, that advocates illegal or dangerous acts, or discrimination towards other people. If students mistakenly access inappropriate information, they should immediately tell the teacher. This will protect students against a claim that they have intentionally violated the rules.

D. Disciplinary Actions

Students should only expect limited privacy in the contents of personal files or records of Web research. Routine maintenance and monitoring of the network may lead to discovery that a student

has violated the Policy, the school disciplinary code or the law. An individual search will be conducted if there is reasonable suspicion that you have violated this Policy, the H.Y.P.E. disciplinary code or the law.

H.Y.P.E. will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the school.

E. Limitation of Liability

H.Y.P.E. makes no guarantee that the functions or the services provided by or through the school Network system will be error free or without defect. H.Y.P.E. will not be responsible for

any damage that may be suffered, including but not limited to, loss of data or interruptions of service. The school is not responsible for the accuracy or quality of the information obtained through or stored on the system. The school will not be responsible for financial obligations arising through the unauthorized use of the system. Parents or guardians will be responsible for any harm to the system as a result of intentional misuse.

LOST AND FOUND

All found articles of clothing or miscellaneous articles will be placed in the lost and found area (see front office for location). Each Friday, all the lost and found items will be removed and donated to a local charity organization. To help alleviate the problem of lost articles, **PARENTS SHOULD PUT THEIR CHILD'S NAME ON ALL CLOTHING AND PERSONAL ITEMS (i.e., lunch boxes, water bottles, purses, etc.).**

STUDENT SOLICITATION

Students may solicit only for the H.Y.P.E.-sponsored activities. All H.Y.P.E. activities at the elementary level discourage door-to-door solicitation in the community. There will be no exchange of money among students for any purpose unless authorized by the office.

CELEBRATIONS

All celebrations are at the discretion of each educator and the academy administration. Parents /guardians should speak with their child's educator if they prefer their child not participate in celebrations at school. If the activity is due to religious or other beliefs an opt-out activity will be provided for your student.

H.Y.P.E. staff tries to recognize celebrations and traditions of many different cultures and welcomes suggestions regarding celebrations and traditions that are special to students and their families.

Understanding cultural diversity is an integral part of society. The celebration of birthdays is left up to the classroom teacher. However, all treats must be store bought and have the ingredients listed. Also, invitations to outside parties will not be distributed unless there is an invitation for every student.

FIELD STUDIES

The purpose of a field study is to give students a better understanding of their culture and acquaint them with real life experiences. Students are expected to follow all H.Y.P.E. rules and policies and pay for any cost incurred. For those who cannot afford such studies, some funding and/or fundraising options may be available and parents /guardians should notify the office in such cases. If a Field Study Permission Form is not submitted by a parent/guardian in the proper time frame, if the student is not in proper uniform, or a student has had behavior which may jeopardize the safety of self, others, or the school, the child may not attend the study. Students not attending will still be expected to attend school and will be provided parallel learning activities.

Student safety is the main priority on field studies. Sponsoring and chaperoning adults are expected to adhere to H.Y.P.E. policies and procedures on the field study as well as sign a chaperone agreement provided by the classroom teacher specifying specific expected chaperone behavior. Sponsors and chaperones should acquaint themselves in advance with those students who have medical conditions which may need emergency care. The classroom teacher must accompany the group and adequate male/female supervision should be provided.

Responsibilities of Parents Chaperoning Field Studies: Parents play an important role in making a field study successful. Field studies are planned to supplement the content through a "hands-on" experience. In preparing for a field study, the following points need to be understood by parent chaperones.

1. The classroom teacher is the final authority for all field study preparations including: volunteers, schedules, student discipline, and learning objectives.
2. Chaperones are required to remain with their assigned group for the duration of the field study. Chaperones are never to leave any student in their care unsupervised.
3. Situations involving student discipline should be reported immediately to the classroom

teacher. Chaperones should rely on positive reinforcement redirection until the classroom teacher can be contacted. Chaperones should never touch a student in a physically aggressive way or speak to them disrespectfully.

4. Chaperones may not participate in smoking of tobacco products or consumption of alcoholic beverages during the entire duration of the field study. If this cannot be adhered to then please do not volunteer we will not tolerate this type of participation.

5. Since the field study is viewed as an extension of the regular classroom, all H.Y.P.E. discipline codes apply.

6. Parents who offer to supervise on a school field study must understand that their full attention is needed to ensure the students' safety. Therefore, siblings are not permitted on school field studies.

7. We also only permit a certain number of chaperones and do not permit additional parents and family members to meet us at field study locations. A group that is too large makes it difficult for us to ensure safety and appropriate learning experiences for our students.

SCHOOL SPONSORED AFTER-SCHOOL ACTIVITIES

After-school activities offer a wide range of social and skill learning opportunities in addition to or to enhance the general curriculum. H.Y.P.E. understands the importance of the after-school program to the growth of students and also recognizes the importance of enforcing academic standards. All after-school activities require students to maintain their academic grades and appropriate behavior during school and after school. Students may be placed on probation or removed from the after-school activity based on this criteria. Please refer to "Academic Probation" for details.

After-school activities also offer a social learning experience for students. H.Y.P.E. students and spectators are expected to behave in accordance with school policies and procedures for conduct at home and away events. Furthermore, any student or spectator not adhering to these policies and procedures will be asked to leave the event and may not be permitted to return to future after school events.

H.Y.P.E. Kids College classes and other school clubs formed by staff members will be posted and available to all students to register. Some criteria may be required such as, specific age, prior game knowledge, etc. Some fees may apply. See bulletin boards in the hallway and Friday Folder information for more details on after school clubs. **Students absent from school the day of a scheduled after-school or evening sponsored activity/event will NOT be allowed to participate in that activity/event.**

STUDENT COUNCIL

The Board of Directors acknowledges the importance of offering students the opportunity to participate in self-government within school. Students have the right to organize, conduct meetings, and elect officers and representatives and petition to the Board of Directors. The Board recognizes the Student Council as the official voice of the student body and for the purpose of:

- Giving students practical experience in organizing, planning and affecting outcomes
- Developing student leadership
- Providing a learning experience in democratic decision making
- Offering another avenue toward the realization of the goals of H.Y.P.E.

The Student Council will also be advised by staff members and required to post meeting minutes in the school hallway.

OTHER AFTER SCHOOL CLUBS

Other school clubs formed by staff members will be posted and available to all students to register. Some criteria may be required such as, specific age, prior game knowledge, etc. Some fees may apply. See bulletin boards in the hallway for more details on after school clubs.

Eligibility

In order to be eligible for participation in school clubs and activities, students must have passed 4 of 5 classes from the previous trimester. Students must be currently passing 4 of 5 classes during the trimester of participation as well. (Per State regulations) Please see the Encore Athletic Handbook for specific guidelines on eligibility and athletic procedures. Students who have an interest in participating in sports at the college level must become familiar with NCAA guidelines for participation. These guidelines specify requirements regarding: GPA, ACT/SAT scores, applications and visits. Additionally, many of these guidelines are changing. Athletic candidates must complete a CLEARING HOUSE form.

SOCIAL EVENTS

The Board of Directors recognizes the value of student social events in enhancing and enriching the educational experience for the children at Encore. The Board of Directors along with the administrative staff will make school facilities available and provide appropriate staff to conduct the student social event after approval by the School Director.

School social events, which take place outside school facilities, must be approved by administration. As voluntary participants in school social events, students are held responsible for compliance with the rules set forth for their conduct, and infractions of those rules will be subject to the same disciplinary measures applicable during the regular school day.

Participation at school events is not a right; it is a privilege and as such will be denied to any student who has demonstrated disregard for the rules of the school, including students on suspension and academic probation.

H.Y.P.E. KIDS COLLEGE

H.Y.P.E. Kids College Vision: The vision of H.Y.P.E. Kids College, through a joint collaboration with local artists and organizations, is to provide access to the arts and creative practices for K-12 children in our community. We believe access to enrichment and creative activities will assist in promoting not only increased skill, but also a positive lifestyle for children. Offering choices to students to participate in creative opportunities encourages growth in both arts and academics. In addition to fostering student learning, H.Y.P.E. wants to support and encourage the use of the local resources by establishing relationships between the school, family, and community.

Program Logistics: H.Y.P.E. Kids College serves an after-school resource, provided by H.Y.P.E. for all children in our community. Similar to a college catalog of courses, H.Y.P.E. Kids

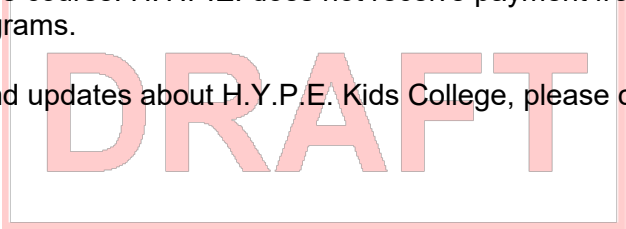
College will offer a variety of courses during after-school hours. Students are not required to attend H.Y.P.E. to attend these programs, but priority is given to H.Y.P.E. students. Instructors are not required to be, but may be, employees of H.Y.P.E.. Instructors of these courses include artists, teachers and organizations from the community who are able to use H.Y.P.E. facilities to provide courses to these students. All are expected to uphold ethical and safety practices to affiliate with H.Y.P.E. Kids College.

H.Y.P.E. Kids College will offer multiple arts disciplines, creative practices and similar courses. Courses will be offered in session increments Monday through Friday between 3:00 and 6:00pm. The instructor of the course sets tuition, fees, schedule, and course content. Parents and students will select options available based on age, content, day/time, and any other eligibility requirements set by instructors.

Parents must enroll students with H.Y.P.E. Kids College in order to register in a specific course, such as Art Studio or Guitar Lessons, for example. This is similar to registering for a community college, prior to being able to register for a specific course with the individual instructor. This is for safety and accountability of students.

Parents will then contact the instructor directly to pay the organization/instructor, fill out additional forms as required by the instructor and communicate any questions or concerns relating specifically to the course. H.Y.P.E. does not receive payment from students or instructors for EKC programs.

For more information and updates about H.Y.P.E. Kids College, please consult the school website.



FUNDRAISING

The Board of Directors acknowledges that the solicitation of funds from students must be limited since compulsory attendance laws make the student a captive donor and may also disrupt the program of the school.

The Board of Directors will permit student fund-raising by students in school, on school property, or at any school-sponsored event only when the profit is to be used for school purposes or for an activity with the school. All fundraisers are required to post in the school hallways the following: 1) group coordinating the fundraiser, 2) contact name, 3) purpose of the fundraiser, 4) fundraising goals, 5) amount collected, 6) how the fundraising dollars were spent. Fundraisers may be denied based on the discretion of the administrative office. The school Superintendent or School Director must approve all fundraising.

STUDENTS WITH SPECIAL NEEDS

DRAFT



Students with Special Needs

SPECIAL EDUCATION/EXCEPTIONAL CHILDREN POLICY

H.Y.P.E. Leadership Academy Exceptional Children Services Policy:



The goal of H.Y.P.E. Leadership Academy is to provide high quality educational services to students with disabilities by implementing Exceptional Children (EC) programs, utilizing research and standards-based interventions, instruction, and assessments in the least restrictive environment with the goal of preparing students to become independent, productive, and successful members of their community. Services are provided in accordance with the federal mandates of the Individuals with Disabilities Education Act (IDEA) and North Carolina policies governing services for children with disabilities.

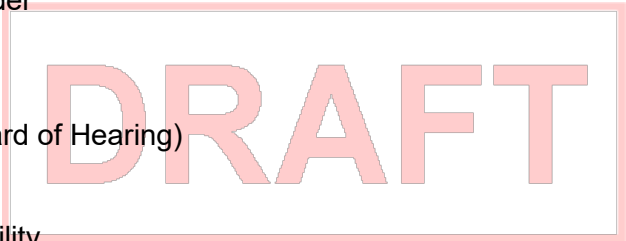
Service Description:

H.Y.P.E. students who meet NC Exceptional Children eligibility criteria will receive special educational services within the Least Restrictive Environment (LRE), based on identified educational needs. Students receive EC services in typical school settings from highly qualified professionals, provided in varying amounts of time depending on the student’s needs. All service decisions are specified within an Individualized Education Program (IEP) developed by the multidisciplinary team, referred to as the Individualized Education Program (IEP) Team, which includes the parent, general education teacher, and the special education teacher.

Service Eligibility:

Exceptional Children’s Services are provided under the following eligibility designations:

- Autism Spectrum Disorder
- Emotional Disability
- Deaf-Blindness
- Deafness
- Hearing Impairment (Hard of Hearing)
- Developmental Delay
- Multiple Disabilities
- Specific Learning Disability
- Other Health Impairment
- Orthopedic Impairment
- Speech or Language Impairment
- Visual Impairment, including blindness
- Traumatic Brain Injury
- Intellectual Disability (Mild, Moderate, and Severe)



To be found eligible for EC services, the student must meet eligibility requirements as outlined by NC 1503-2.5(d). The disability must have an adverse effect on educational performance and must require specially designed instruction.

Multi-Tiered Student Support (MTSS)

A multi-tiered system of support (MTSS) is a framework which promotes school improvement through engaging, research-based academic and behavioral practices. All students are part of an MTSS and receive Core (Tier I) instructional support.

As part of an MTSS and upon review of progress monitoring data, problem-solving teams identify groups of students that need additional support(s) with grade level standards in reading,

math, behavior or social emotional learning. These supports are sometimes organized by tiers and are described as interventions.

Problem solving teams meet monthly to discuss areas of concern and strength. The term “Problem Solving Team” is an umbrella term often used to describe groups of individuals that meet to analyze data and determine solutions to problems. In an MTSS, there can be multiple problem-solving teams. Professional Learning Communities, Intervention Teams, and Student Support Teams are all examples of teams that generally meet to discuss school-wide areas of concern related to the environment, instruction and curriculum for all students or groups of students.

Specialized teams, such as the IEP Team, are also problem-solving teams; however, its purpose is initiated for individual students who are suspected of a disability or who have already been identified with a disability and is coordinated according to the regulatory requirements of the IDEA.

An “Individualized Education Program Team (IEP Team)” is the problem-solving team to which a student is referred when a disability is suspected, or a parent requests a formal evaluation. This team will engage in the problem-solving necessary to determine if a formal evaluation for special education and related services will occur and ensures that the appropriate procedures and documentation are completed in compliance with federal regulations and state policies. The implementation of interventions prior to a referral to the IEP Team is not required if a disability has been suspected by the parent or school staff or a parent or teacher has requested a formal evaluation in writing. However, interventions may need to be implemented concurrently with the formal evaluation timeline in order to provide the IEP Team a required component of a comprehensive evaluation at the time eligibility for special education and related services will be determined.

Procedures for Communication with Parents:

- Parents must be notified, in writing, that their student requires intervention beyond Core (Tier 1)
- The parent must be provided this information using the “Parent/Guardian Notification of Intervention”.
- A copy of this notification(s) must be retained in the student’s cumulative folder.
- A parent/guardian notification must be sent each time the intensity of intervention increases from core to supplemental and supplemental to intensive.
- A parent letter must also be sent each time the student successfully responds to intervention – intensive to supplemental and supplementary to core.

Child Find Responsibilities (procedures)

- If a parent verbally requests an evaluation (also known as a parent referral to special education); staff should advise the parent to make the request in writing and send it to the EC director of the school.
 - Upon receipt, the EC director shall provide the request to EC personnel to schedule the IEP Team meeting to discuss the parent request. This begins the regulatory/procedural timeline associated with initial referrals/evaluations.

Tiered Supports:

- **Tier 1** - All students receive high-quality instruction in academics at the core level.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*
- **Tier 2** - Increased instructional time on a specific skill set at that student's learning level, smaller groups of students or narrowed focus of instruction.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*
- **Tier 3** - Most intensive supports based on individual needs.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*

SECTION 504

Section 504 of the Rehabilitation Act of 1973 is designed to prohibit discrimination based on disability in any program or activity receiving federal money. This statute obligates public schools to provide equal access and equal opportunity to otherwise qualified persons with disabilities. For a student to be eligible for a 504 plan, the student must meet all three of the following criteria. It must be because of this disability that the student is unable to gain equal access and benefit from school programs and services.

The publication, *A Parent's Guide to Section 504 Of the Rehabilitation Act of 1973*, is a resource available to parents through their school.

- A physical or mental impairment (has a history of having a physical or mental impairment) that **substantially** limits one or more major life activities.

If you believe that a student may be eligible for Section 504 support, please contact school counselor for additional information.

DISCIPLINE & SPECIAL EDUCATION STUDENTS

School officials may suspend a disabled student (as identified by IDEA 2004) for up to ten (10) consecutive school days without implementing procedural safeguards. However, a suspension in excess of ten (10) consecutive school days, or removal from the student's typical educational environment for ten (10) cumulative school days due to a series of behaviors that constitute a pattern, is considered by NC state law to be a "change in placement" (NC 1504-2.7) for which procedural safeguards must be implemented. (Any serious behavior violation meeting criteria for "Special Circumstances" as outlined in NC 1504-2.1(g) is subject to immediate removal of up to forty-five (45) days to an interim alternative educational setting).

Before implementing a suspension for a disabled student for more than ten (10) consecutive school days, the school district must provide due process protection given non-disabled students, and must take the following steps:

1. Notify the student's parent or guardian in writing of proposed change in placement; and
2. Convene a Manifestation Determination Meeting and IEP Team Meeting to review available data and decide:
 - a. Did the disability cause, or have a direct and substantial relationship to the act of the Misconduct?
 - b. Did the District's failure to implement the IEP cause the misconduct?
3. If the answer to either of these questions is YES, H.Y.P.E. must take immediate steps to remedy any deficiencies (as outlined in NC 1504-2.1). If the answer to both questions is NO, a suspension of more than ten (10) consecutive days or exceeding ten (10) cumulative days must be imposed. However, the school district is still responsible for providing special education services during the course of the long-term suspension and an IEPT must be convened to determine what the special education services will be.

At any stage, the parent always has the right to appeal a decision made as part of the IEPT process. In the event of an appeal, the school district must operate under the “stay put” policy allowing the student to remain in the present program. *H.Y.P.E. will follow IDEA 2004 mandates.*

HOMELESS STUDENTS: MCKINNEY VENTO ACT

Educational Rights of Children and Youth Experiencing Homelessness: *If you or someone you know is experiencing homelessness, please notify the school so we can help. This is not something to be ashamed of and there are many resources to assist families in this situation. H.Y.P.E. is committed to keeping all information strictly confidential.*

Children and youth experiencing homelessness have the right to:

- Go to school, no matter where they live or how long they have lived there. Students who are homeless must be given access to the same public education provided to other students.
- Continue in the school they attended before becoming homeless or the school last attended if that is their choice and feasible. The school district’s local liaison for homeless education must assist you, if needed, and offer you the right to appeal a decision regarding your choice of school if it goes against your wishes.
- Receive transportation to the school they attended before they became homeless or the school last attended, if a request is made for such transportation and transportation is feasible.
- Attend a school and participate in school programs with students who are not homeless.
Students cannot be separated from the regular school program due to the fact that they are homeless.
- Enroll in school without providing a permanent address. Schools cannot require proof of residency that might prevent or delay school enrollment.
- Enroll and attend classes in the school of their choice even while the school and student who is homeless seek to resolve a dispute over enrollment.
- Receive the same special programs and services, if needed, as provided to all other students served in these programs.
- Receive transportation to school and to school programs.

These rights are established under the McKinney-Vento Homeless Assistance Act. This act is the primary piece of federal legislation dealing with the education of children and youth experiencing homelessness in U.S. public schools. It was reauthorized as Title X, Part C, of the No Child Left Behind Act in January 2002. To qualify for these rights, children and youth must be considered homeless according to the McKinney-Vento definition of homelessness.

How does the McKinney-Vento Act define homelessness?

According to U.S. Department of Education (USDE) guidance, people living in the following situations are considered homeless under McKinney-Vento: doubled-up with family or friends due to economic hardship; in motels or hotels due to lack of other suitable housing; in homes for

unwed or expectant mothers because they have nowhere else to go; in homeless and/or domestic violence shelters; in transitional housing programs; on the streets; in abandoned buildings; in public places not meant for housing; in cars, trailers, and campgrounds; or awaiting foster care. Runaway and/or "throwaway" children and youth are also considered homeless under McKinney-Vento.

The description above refers to people living "doubled-up".

What does that mean? "Doubled-up" refers to people who are living with friends and relatives due to loss of housing, economic hardship, or a similar reason. However, families who have chosen to move into adequate housing situations with friends or relatives for reasons of cultural preference or convenience are not covered by McKinney-Vento.

Are migrant students considered homeless under McKinney-Vento?

Migrant students are considered homeless if they meet one or more of the definitions of homelessness under McKinney-Vento. However, migrant students should not be considered homeless simply because they are migrant.

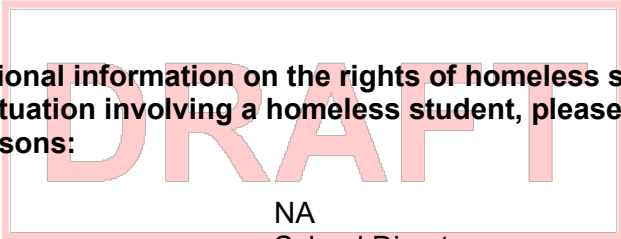
Are children in foster care considered homeless?

No. The McKinney-Vento definition of homelessness includes children who are awaiting foster care placement only. Once children have been placed in foster care, they are no longer considered homeless.

If you would like additional information on the rights of homeless students or you would like to notify us of a situation involving a homeless student, please contact the following H.Y.P.E. Homeless liaisons:

NA
Counselor
NA@hype-leadership.org

NA
School Director
NA@hype-leadership.org



MEDICAL POLICIES

DRAFT

Medical Policies

MEDICAL REQUIREMENTS

State Law and the Cumberland County Immunization Code require all students entering the Academy to provide evidence of having received the required immunizations for Diphtheria, Tetanus, Pertussis, Polio, Measles, Rubella, and Mumps, HIB shot, Hepatitis B, and Chickenpox or a signed statement that a child has not been immunized because of religious or other reasons. State Law and Cumberland County Immunization Code prohibit the H.Y.P.E. from admitting children without the required immunizations.

INJURIES AND ILLNESS

Children should report all illnesses and injuries occurring in school to their educator or supervisory personnel. Only immediate and temporary care will be given in school. Parents will be notified by phone when a child needs additional care. If injury or illness is of an urgent nature, the local emergency services will be contacted. The school office will also notify the child's parent/guardian. Please use the following guidelines to determine when your child should return to school after illness:

- **Vomiting or Diarrhea** - When the child has been symptom free for 24 hours. If a student vomits or has diarrhea during the night or in the morning, keep the student home that day.
- **Flu symptoms** – When the child's temperature has returned to normal for 24 hours. This is a respiratory illness that usually starts suddenly with fever, headache, extreme tiredness, dry cough, runny or stuffy nose, and muscle aches.
- **Undiagnosed fever or rash** – When symptoms are gone for 24 hours.
- **Strep Throat or Scarlet Fever** – 24 hours after start of treatment.
- **Chicken Pox** – When old blisters have formed scabs and there are no new ones.
- **Conjunctivitis (pinkeye)** – When student has been treated with antibiotics for 24 hours.
- **Head Lice** – When head is treated and free of live lice or nits (eggs).
- **Scabies (body lice)** – 24 hours after start of treatment.
- **Impetigo** – When skin is clear or child has been under treatment for 24 hours.

By asking parents to follow these guidelines, H.Y.P.E. hopes to decrease the spread of infection and maintain a healthy environment for our students and staff. Please do not send medication to school with your child. All medication must be brought to the office by a parent/guardian along with a written medication administration form filled out by your physician. Your child's education and well being is our number one priority. If you have any questions, please feel free to contact the Health Office 910-433-3600.

MEDICAL EXCUSES

A student may be excused from physical education and recess for one day with a note from parent/guardian. Extended excuses will be honored upon receipt of a physician's note. In the event of an extended excuse a physician's note may be required to return to physical education, recess, and after school activities.

COMMUNICABLE DISEASES

Any student evidencing a rash, sores, or other physical problems with possibility of being

contagious, the student will be sent to the office to be sent home. When a child is absent with a contagious disease or illness, the parent/guardian should notify the H.Y.P.E. main office. In order for your child to be admitted back into school, parents must comply with the Cumberland County Health guidelines. Please contact the main office for further information.

ADMINISTRATION OF MEDICATION

In accordance with H.Y.P.E.'s policy, no medication is to be in the student's possession at any time. Should children be required to take medication during the school hours, a form must be filled out by the physician indicating the name of the drug, the dosage to be taken and any other instructions that are necessary. The medication must be brought from the home by the parent/guardian or other responsible adult. The medication container must have the dispensing instructions noted on it. At school, the medication will be kept under lock and key and only the office staff will administer the medication. A record is kept of the medication that is administered to each child. A log will be kept indicating when each dose is administered to each child and signed by administering staff and when possible a witness. It is the responsibility of the High School student to come to the office to take the medication. If it needs to be distributed at a specific time during class, the parent must provide a physician's note to that specific classroom teacher.

NOTE: Prescription inhalers and Epi-pens are not allowed in the student's possession at any time unless the Emergency Self Medication Authorization has been completed and turned into the main office. At no time should a student be sent to school with medication that does not follow these guidelines. Student's are not to self medicate while at school nor are they to possess medications to offer opportunity for other students to ingest and possibly overdose.

ILLNESS AND ACCIDENTS

If a child must go home because of an injury or illness, it is the parent/guardian's responsibility to pick up the child at school. When a situation appears to be life threatening, the staff will act on the side of caution and will call an ambulance. The cost of the ambulance is the responsibility of the parent/guardian. The situation becomes challenging if parents cannot be reached in the case of an emergency therefore, the emergency phone number becomes crucial since it is the first number the office attempts to contact.

POLICY FOR REPORTING SUSPECTED CHILD ABUSE

In a perfect world, all children are loved, well cared for, safe, and treated with respect. Because our world isn't perfect, this is not true for some children. As educators and other H.Y.P.E. staff members, we not only have the privilege of teaching, learning from and getting to know our students, but we must take on the responsibility of listening to and helping them when they need us to. When there is reasonable cause to suspect child neglect or abuse the following policy will be followed.

MAKE AN ORAL REPORT

In accordance with the law, any H.Y.P.E. employee who suspects child abuse or neglect will report it to Child Protective Services immediately. Suspicion can be based on many factors such as observations, bruises or marks, student report, and so on. The abuse does not have to be confirmed. After an internal investigation, the Cumberland County

Department of Social Services will determine the correct course of action. The Department caseworkers will interview the student as soon as possible. Any H.Y.P.E. employee having knowledge of the incidents or concerns about the child in question should be prepared to share any such information with the child protection services caseworker or with any law enforcement personnel.

Additional Information

Complaint Procedure: *If you have a disagreement with a teacher or the administration, you should make every attempt to settle the problem with that person, without involving others. Should it not be settled, the two should go to the next line of authority to arbitrate the difficulty (Teacher/Assistant Principal/School Director/Superintendent/Board of Directors). It is the goal of H.Y.P.E. to respond to complaints and problems as soon as possible.*

BOOK BAG/LOCKER CHECK

Random book bag and locker checks are to help prevent any illegal substances or weapons from being housed in the student possession. It is the responsibility of the school administration to check bags and lockers. The school administration may be assisted by the police and canine unit from time to time when conducting locker or personal bag checks. H.Y.P.E. is not responsible for items that are stolen out of book bags or lockers. Students should never bring valuable expensive coats, jackets, jewelry, shoes, supplies etc. to school. Students are not allowed to share a book bag or house another student's belongings in their bag.

Lockers

All 5th-grade students are required to use a school-issued lock throughout their time at H.Y.P.E.. The lock fee will be \$10. Students are not allowed to supply their own individual locks. Homeroom teachers assign lockers. Students are responsible for keeping their lockers clean. Any locker malfunction should be reported to Ms. Sinceno. Students are cautioned against sharing their locker combinations with each other and are warned not to keep money or valuables in lockers. The school cannot be responsible for items lost, stolen, or misplaced. Periodically, there will be scheduled locker checks. Administrators have the right to make unannounced locker checks as the locker is considered school property. Students will be allotted time before and after school to go to their assigned lockers.



NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

www.dpi.nc.gov

2023 Charter Application Fee Payment Form

***Form must accompany payment certified check or money order for processing.

(Please Type or Print Legibly)

Name: Joe SAUSBURY	Phone: (734) 624-2897
Name of Charter School: H.Y.P.E. LEADERSHIP ACADEMY	
E-mail: Joe@capitolcoreacademy.org	

General Information

Non-Refundable Application Fee: \$1,000.00

Acceleration/Fast Track /Traditional Timeline Applicants: The Office of Charter Schools must receive your application fee and fee payment form no later than 5:00 pm. (EDT) April 28, 2023.

Payment Information

- Mail in Application Fee Payment Form with Certified Check or Money Order
- Facsimiles will NOT be accepted
- One registration form and fee per charter school

Payable To:
NC DPI
Office of Charter Schools
 6307 Mail Service Center
 Raleigh, NC 27609-6307

FORM 129251-1014

07000630



No. 2560645

6-12/410

CASHIER'S CHECK

DATE APRIL 24, 2023

PAY TO THE ORDER OF NC DPI

\$ **1,000.00**

ONE THOUSAND AND 00 / 100***** DOLLARS

THE ROMINE GROUP INC

REMITTER

PNC Bank, National Association

Nadia Rodj
OFFICIAL SIGNATURE



MIX
Paper from
responsible sources
FSC® C101537

⑈02560645⑈ ⑆04⑆000⑆24⑆ 40⑆⑆048446⑈

Property Location:

Commercial Property Record Card - Hoke County, North Carolina

373 Pittman Grove Ch Rd

PIN No. 494660401030

Account No: 108381

Class: 17

Occupancy: 0

Card 1 of 1

Current Owner
Mt Pisgah Church 414 Pittman Grove Ch Rd Raeford Nc 28376-0000

Previous Owner History		
Name	Deed	Date
Mt Pisgah Church	509/274	01/01/2002

Miscellaneous
Deed Info: 509/274-01/01/2002-
Zoning:
Property No: 0038229
Neighborhd: 552
Living Units: 0
Census Trct:
District: 4

Assessment Information
Cost Estimate: *
Inc: 0
Land: 291,180
Bldg: 1,993,640 Prior
Total: 2,284,820 1,718,000
Assessed Information:
Value: 2,284,820
Effective DOV: 1/1/2022
Value Flag: COST VALUE
Manual Override Reason:

Notes
#1 Mt Pisgah 3-27/7&8

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
04/19/2021		SB		Ownr Not Hom Entry/Sig Entry/Sig	Estimate

Sales History				
Book/Page	Date	Price	Type	Validity
	06/26/2002	87,000		

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
				0
				0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Bldg Site	A	2	0	110,000
Undeveloped	A	10.647	0	181,180
Total Acres for this Parcel			12.647	Total Land Value 291,180

Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	291,180	291,180	0	0	139,550
Building:	1,993,640	1,993,640	0	0	1,578,450
Total:	2,284,820	2,284,820	0	0	1,718,000

No Picture Available

Inspection witness by: _____



(7.5.66.16)

Printed Fri, Mar 31, 2023

Property Location:

Commercial Property Record Card - Hoke County, North Carolina

373 Pittman Grove Ch Rd

PIN No. 494660401030

Account No: 108381

Class: 17 Occupancy: 0

Card 1 of 1

Exterior/Interior Information																
Sec	Levels	Size	Perimeter	Use Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	0x13668	512	Religious Institution	20	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	1,505,110
2	01-01	0x2040	142	Social/Frat Hall	10	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	240,240
2	02-02	0x2040	142	Social/Frat Hall	10	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	216,790
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0

Building Information	
Building No:	1
Year Built:	2007
No of Units:	0
Structure Type:	Religious
Grade:	C
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	0
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	0
Notes:	

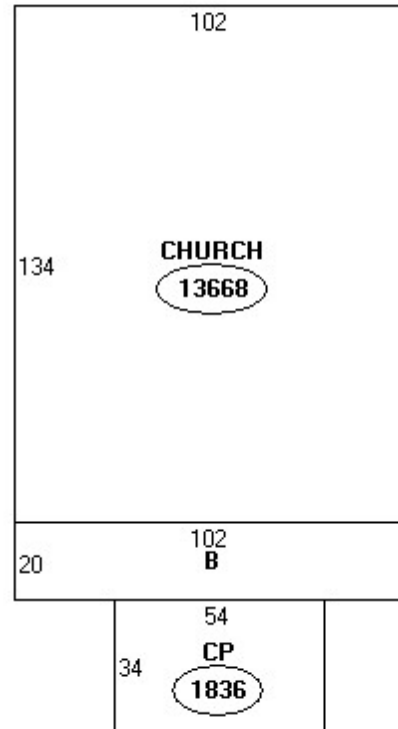
Building Summary	
Total Unadjusted RCN:	2,204,650
Average Percent Good:	.89
Total Unadj. RCNLD:	1,962,140
Grade Factor:	1.00
No of Identical Units:	1
Economic Cond Factor:	1.00
RCNLD:	1,962,140

Income Approach Summary	
Net Rentable Area:	
Efficiencies:	0
1Br: 0 2Br: 0 3Br: 0	
# of Units:	0
PGI:	
EGI:	
Expenses:	
NOI:	
Cap Rate:	0
Residual Land:	
Income Ind Value:	

Out Building Information										
StructureCode	+/-	Width	Lgth/ SqFt	Ident. Units	Gr	Physical Condition	Functional Utility	Percent Year	Good	RCNLD
Asphalt Parking		0	30000	1	C	Normal	Normal	2007	0%	31,500
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
2	Carpport/Canopy		34	0 54	1
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
Total Other Features					23,500



Descriptor/Area
 A: CHURCH
 13668 sqft
 B: 2 ST CLASS
 2040 sqft
 C: CP
 1836 sqft

EMO/CMO Performance

Q75. Provide and discuss student performance, governance performance, and financial data from other schools managed by the management company to demonstrate how this organization is a good fit for the targeted student population. Nationally, what are the highest and lowest-performing schools of the EMO/CMO? Why are these two schools so different in overall achievement?

In 2023, NC Educational Solutions was established to their parent company The Romine Group, TRG. This creation took place to begin the transition of providing educational and management services to charters schools through a non-profit organization. While NC Educational Solutions does not have student, governance, or financial performance directly, as a non-profit arm of The Romine Group, the educational, operational, governance, and school level financial practices will remain the same. Therefore, we have provided this data to demonstrate how this organization is a good fit for the target population of H.Y.P.E. Leadership Academy. Additionally, data has been provided with respect to the highest and lowest performing schools and the difference between them.

The Romine Group currently provides full service management support to eleven schools in Michigan and North Carolina. Each school is a different model reflective of the unique community that it resides within. The Romine Group strives to establish schools that become the heart of their communities. The Romine Group is a family owned organization rooted in the passion of educators. The organization has a team of educators that lead and support their schools from direct knowledge and experience in the classroom. Additionally, The Romine Group's philosophy that schools are first and foremost about people, they understand the human element and work to build strong relational capacity from the school to the community and beyond, ultimately, empowering the school to lift the community. The review of student performance, governance performance, and financial data from The Romine Group portfolio of schools has led the Board of Directors to believe this partnership is the best fit for the target population.

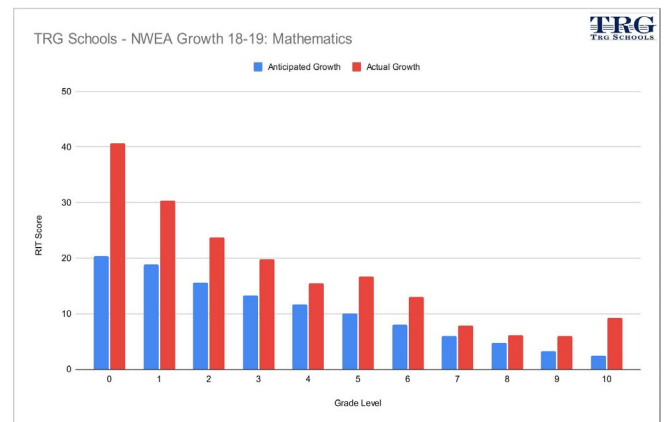
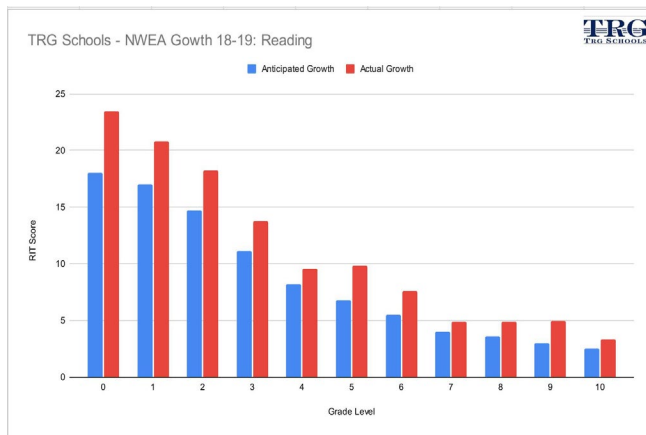
STUDENT PERFORMANCE:

The Romine Group prides itself on working to provide a quality choice in education that drives excellence in learning, as well as meeting the unique needs of each individual community. At the same time they understand that each student needs to be met where they are and lifted to high levels of growth in order to reach their full potential. The Romine Group portfolio of schools has been historically recognized for growing students at a faster rate than students in their local host district. Many of The Romine Group schools have received accolades and awards within their communities, as well as at the state level, for excellence in educational practices and performance. While the impact of the COVID pandemic has made the continuity of data challenging in the last few years, The Romine Group portfolio of schools has been dedicated to combating the learning loss that has taken place nationally.

Below is the baseline data that standardizes growth and achievement across the TRG portfolio of schools. As you can see from the summary data, The Romine Group portfolio of schools outperforms the expected growth in both math and reading noted below by the blue bar

EMO/CMO Performance

corresponding to Nationally expected growth and the red bar corresponding to TRG achieved growth.



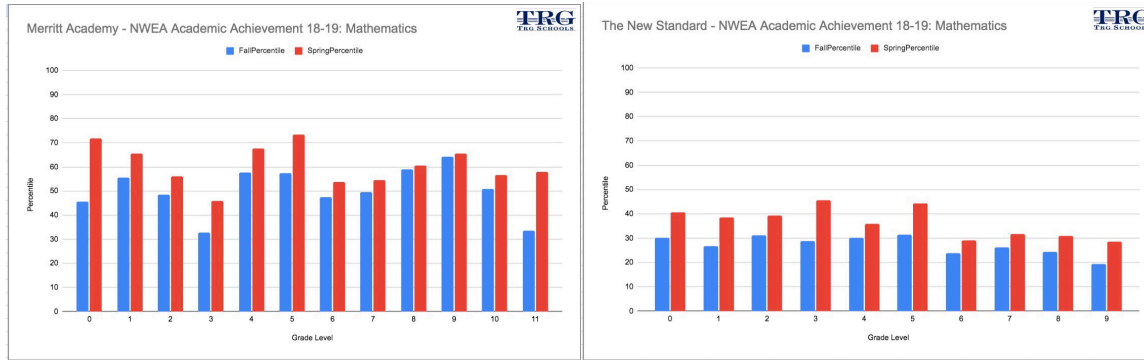
With regard to achievement of our highest and lowest performing schools. Below is a narrative of each of the two schools followed by their data. A large difference is the impact of the community in which they reside, as well as the longevity of their existence as schools.

In 2002, TRG started Merritt Academy in New Haven, Michigan. New Haven at that time was in the bottom fifth percentile and on the Michigan Department of Education's (MDE) underperforming list. Within several years Merritt Academy had established itself as a top performing school in the county, eventually rising to the 90th percentile and a top ranking K-12 school in the state of Michigan. Merritt is the oldest TRG school and is now home to all grades pre-k through 12. It's both a pillar in the New Haven community, as well as The Romine Group and has received accolades throughout the state.

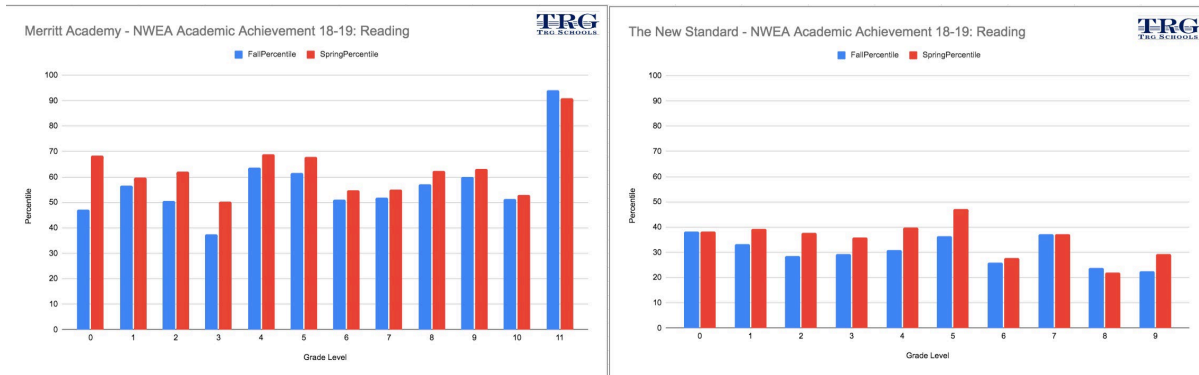
In 2012, The New Standard (TNS) Academy was established in the notoriously underperforming school district of Flint, Michigan. Flint Intermediate School District, then and now resides within the bottom first percentile in the state of Michigan. The New Standard was designed to be a wrap-around school providing whole child and community services within their facility. Within the first five years, TNS had continuously outperformed the host district of Flint Community Schools and demonstrated growth that has now placed them as one of the top performing charter schools in Flint, Michigan. They began as a K-6th grade charter school and grew each year to have recently celebrated their first graduating class. They are now a prek-12th grade school. They have become a pillar of heart and resource to their families, their immediate community, and the city of Flint.

Below are two graphs. One shows NWEA Math scores with a fall to spring achievement score for Merritt Academy and the second shows a fall to spring achievement scores for The New Standard Academy.

EMO/CMO Performance



Below are two graphs. One shows NWEA Reading scores with a fall to spring achievement score for Merritt Academy and the second shows a fall to spring achievement score for The New Standard Academy.



GOVERNANCE PERFORMANCE:

The Romine Group provides full service management services to eleven charter schools throughout Michigan and North Carolina. Each school has its own board. Additionally, they serve eight different authorizing agents and eleven different school boards. Across the eleven schools, they have a 95%-100% on-time compliance rating with no significant findings. Several of the schools authorizing agents offer grants for high levels of compliance. Those schools, through partnership with The Romine Group, have received those grants. All schools and their established relationships are in positive standing. The Romine Group has never had a charter go through revocation and has even been recommended by authorizers to step in and support turn-around schools. Every school that has been established has been reauthorized with the most recent reauthorized school receiving a 7-year charter contract renewal, one of only two others ever awarded by that authorizer.

FINANCIAL PERFORMANCE:

The Romine Group portfolio of schools has never had any significant audit findings for any schools under their management. Additionally, every school has a positive fund balance and has never had a deficit year. The Romine Group works hand in hand with each school's administration and Board of Directors to ensure effective and efficient use of financial resources. The Romine Group works side by side with the school administration and the Board of Directors to ensure that needs, resources,

EMO/CMO Performance

and stakeholder feedback is captured through the development and implementation of the Academy's budget, as well as ensuring alignment to carryout the vision and mission of the Academy.

Due to their performance in student data, governance and finances, as well as their philosophy, and established relationships within the community, the H.Y.P.E. Leadership Academy Board of Directors believes the partnership with NC Educational Solutions, a non-profit arm of the The Romine Group, is the best fit for the target population.

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
 ▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

92-3297042

1 Legal name of entity (or individual) for whom the EIN is being requested
H.Y.P.E. Leadership Academy, Inc.

2 Trade name of business (if different from name on line 1) _____ **3** Executor, administrator, trustee, "care of" name _____

4a Mailing address (room, apt., suite no. and street, or P.O. box)
126 Hay Street **5a** Street address (if different) (Don't enter a P.O. box.) _____

4b City, state, and ZIP code (if foreign, see instructions)
Fayetteville, North Carolina, 28390 **5b** City, state, and ZIP code (if foreign, see instructions) _____

6 County and state where principal business is located
Cumberland County, North Carolina

7a Name of responsible party
Joe Salisbury **7b** SSN, ITIN, or EIN
 379-96-4782

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? Yes No **8b** If 8a is "Yes," enter the number of LLC members ▶ _____

8c If 8a is "Yes," was the LLC organized in the United States? Yes No

9a **Type of entity** (check only one box). **Caution:** If 8a is "Yes," see the instructions for the correct box to check.

<input type="checkbox"/> Sole proprietor (SSN) _____	<input type="checkbox"/> Estate (SSN of decedent) _____
<input type="checkbox"/> Partnership _____	<input type="checkbox"/> Plan administrator (TIN) _____
<input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____	<input type="checkbox"/> Trust (TIN of grantor) _____
<input type="checkbox"/> Personal service corporation _____	<input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government
<input type="checkbox"/> Church or church-controlled organization _____	<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government
<input checked="" type="checkbox"/> Other nonprofit organization (specify) ▶ Educational Organization	<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises
<input type="checkbox"/> Other (specify) ▶ _____	Group Exemption Number (GEN) if any ▶ _____

9b If a corporation, name the state or foreign country (if applicable) where incorporated

State _____	Foreign country _____
-------------	-----------------------

10 **Reason for applying** (check only one box)

<input checked="" type="checkbox"/> Started new business (specify type) ▶ Nonprofit	<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____
<input type="checkbox"/> Corporation	<input type="checkbox"/> Changed type of organization (specify new type) ▶ _____
<input type="checkbox"/> Hired employees (Check the box and see line 13.)	<input type="checkbox"/> Purchased going business
<input type="checkbox"/> Compliance with IRS withholding regulations	<input type="checkbox"/> Created a trust (specify type) ▶ _____
<input type="checkbox"/> Other (specify) ▶ _____	<input type="checkbox"/> Created a pension plan (specify type) ▶ _____

11 Date business started or acquired (month, day, year). See instructions. _____

12 Closing month of accounting year **December**

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other
		0

14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter.

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ _____

16 Check **one** box that best describes the principal activity of your business.

<input type="checkbox"/> Construction	<input type="checkbox"/> Rental & leasing	<input type="checkbox"/> Transportation & warehousing	<input type="checkbox"/> Health care & social assistance	<input type="checkbox"/> Wholesale-agent/broker
<input type="checkbox"/> Real estate	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Finance & insurance	<input type="checkbox"/> Accommodation & food service	<input type="checkbox"/> Wholesale-other
			<input checked="" type="checkbox"/> Other (specify) ▶ Education	<input type="checkbox"/> Retail

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. _____

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? Yes No
 If "Yes," write previous EIN here ▶ _____

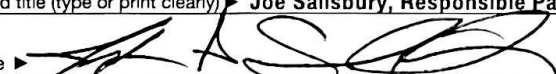
Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name Scott M. Carter	Designee's telephone number (include area code) (313) 236-2735
Address and ZIP code 2715 Woodward Ave., Suite 300, Detroit, MI 48201	Designee's fax number (include area code) _____

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ **Joe Salisbury, Responsible Party** Applicant's telephone number (include area code) **910-849-0889**

Signature ▶  Date ▶ **03/09/23** Applicant's fax number (include area code) **910-491-6786**

Teach Like a Champion Training Proposal

This proposal, dated April 19, 2021, estimates to cover the design and delivery of a series of supports to build teacher and leader capacity over the course of several years.

Date: This series of supports would begin in the summer of 2025 and continue through the summer of 2026.

Schools: The participating schools are H.Y.P.E. Leadership Academy. Angela Gilbert, Director of School Development, School Superintendent, angela@therominegroup.com, will act as the point of contact/ coordinator of the support for the participating schools.

Content & Estimated Costs:

The chart below outlines proposed supports and estimated costs. Based on budget and needs, the Romine Group can select some or all of what is described below.

Supports	Estimated Costs
4 seats at Teach Like a Champion’s Train-the-Trainer workshop for Building Strong Classroom Culture (likely summer 2025—remote delivery)	\$500/seat * 4 seats = \$2000 Licensing 2 schools: \$2000
Coaching for Impact – 2 Session for Leaders (remote delivery—2 hours)	\$3200 * 2 = \$6400
4 seats at Teach Like a Champion’s Train-the-Trainer workshop for Engaging Academics—spring 2026, in person)	\$1000/seat * 4 seats = \$4000 Licensing 2 schools: \$2000
Video Study (2 days of onsite filming, review of raw footage by TLAC team, 2 90-minute video collaborative meetings, creation of 4-6 final clips for use in Romine Group trainings)	\$8750
4 seats in School Culture Leader national workshop series (6 2-hour remote sessions over the course of 2 months; dates TBD)	\$850*4 = \$3400 Licensing 2 schools: \$2000
Digital subscription to our Dean of Students curriculum	\$1000/school, 2 year license: \$2000
TLAC Online subscription for supporting individual teachers with personalized PD	\$48/teacher * 20 teachers * 3 years = \$2880
In Person/Direct-to-Teacher Reading Reconsidered Workshop (Summer 2025)	\$30,000 Licensing 2 schools: \$2000

Cost: The total cost for the full suite of support proposed above is \$65,430.

Dan Cotton, Director of Strategy, *Teach Like a Champion*, USI

Date

Angela Gilbert, School Superintendent, The Romine Group Schools

Date

DRAFT



April 27, 2023

Board President
H.Y.P.E. Leadership Academy
0 Fayetteville Road
Raeford, NC 28376

The Romine Group, Inc., and or one of their related entities, agree to loan H.Y.P.E. Leadership Academy \$500,000 based on the following:

- Inception in July, 2025
- First payment July, 2027
- Interest rate 8%
- 5 Yr. amortization

The loan will be based upon and contingent on the following:

- H.Y.P.E. Leadership Academy is awarded a Charter by the North Carolina Department of Public Instruction.
- H.Y.P.E. Leadership Academy contracts with NC Educational Solutions to provide educational and management services.
- A suitable note/security agreement is signed by all parties.
- NC DPI is not a party to this note and will have no liability regarding payment.
- The federal reserve rate is within $\pm 0.5\%$ of today's rate (4.83%). If not, the rate will adjust accordingly.

THE ROMINE GROUP, INC.

A handwritten signature in black ink, appearing to read 'John Weier', written over a horizontal line.

John Weier – Chief Financial Officer

Time	Monday	Tuesday	Wednesday	Thursday	Thursday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:00	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives	LiM PBL Block or Electives
9:00 - 10:30	ELA Block	ELA Block	ELA Block	ELA Block	ELA Block
10:30 - 11:00	Recess	Recess	Recess	Recess	Recess
11:00 - 11:30	Lunch	Lunch	Lunch	Lunch	Lunch
11:30 - 1:00	Math Block	Math Block	Math Block	Math Block	Math Block
1:00 - 2:00	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block	Electives or LiM Block
2:00 - 3:00	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Wednesday	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:30	ELA Block	ELA Block	ELA Block	ELA Block	ELA Block
9:30 - 11:00	Math Block	Math Block	Math Block	Math Block	Math Block
11:00 - 11:30	Recess lunch	Recess lunch	Recess lunch	Recess lunch	Recess lunch
12:00 - 1:00	Electives	Electives	Electives	Electives	Electives
1:00 - 2:00	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies	Science/ Social Studies
2:00 - 3:00	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block	The Leader in Me Block
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Wednesday	Thursday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:00	Block 1	Block 1	Block 1	Block 1
9:00- 10:00	Block 2	Electives Block	Electives Block	Electives Block
10:00 - 11:00	Electives Block	Block 2	Block 2	Block 2
11:00-12:00	Block 3 or LiM Block	Block 3 or LiM Block	Block 3 or LiM Block	Block 3 or LiM Block
12:00 -	Lunch	Lunch	Lunch	Lunch
12:30-1:00	Recess	Recess	Recess	Recess
1:00 - 2:00	Block 4 or LiM Block	Block 4 or LiM Block	Block 4 or LiM Block	Block 4 or LiM Block
2:00 - 3:00	Block 5 or LiM Block	Block 5 or LiM Block	Block 5 or LiM Block	Block 5 or LiM Block
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Friday
Teachers Arrive
Doors Open
Breakfast/HR
Block 1
Electives Block
Block 2
Block 3 or LiM Block
Lunch
Recess
Block 4 or LiM Block
Block 5 or LiM Block
Dismissal
Extended Day Options

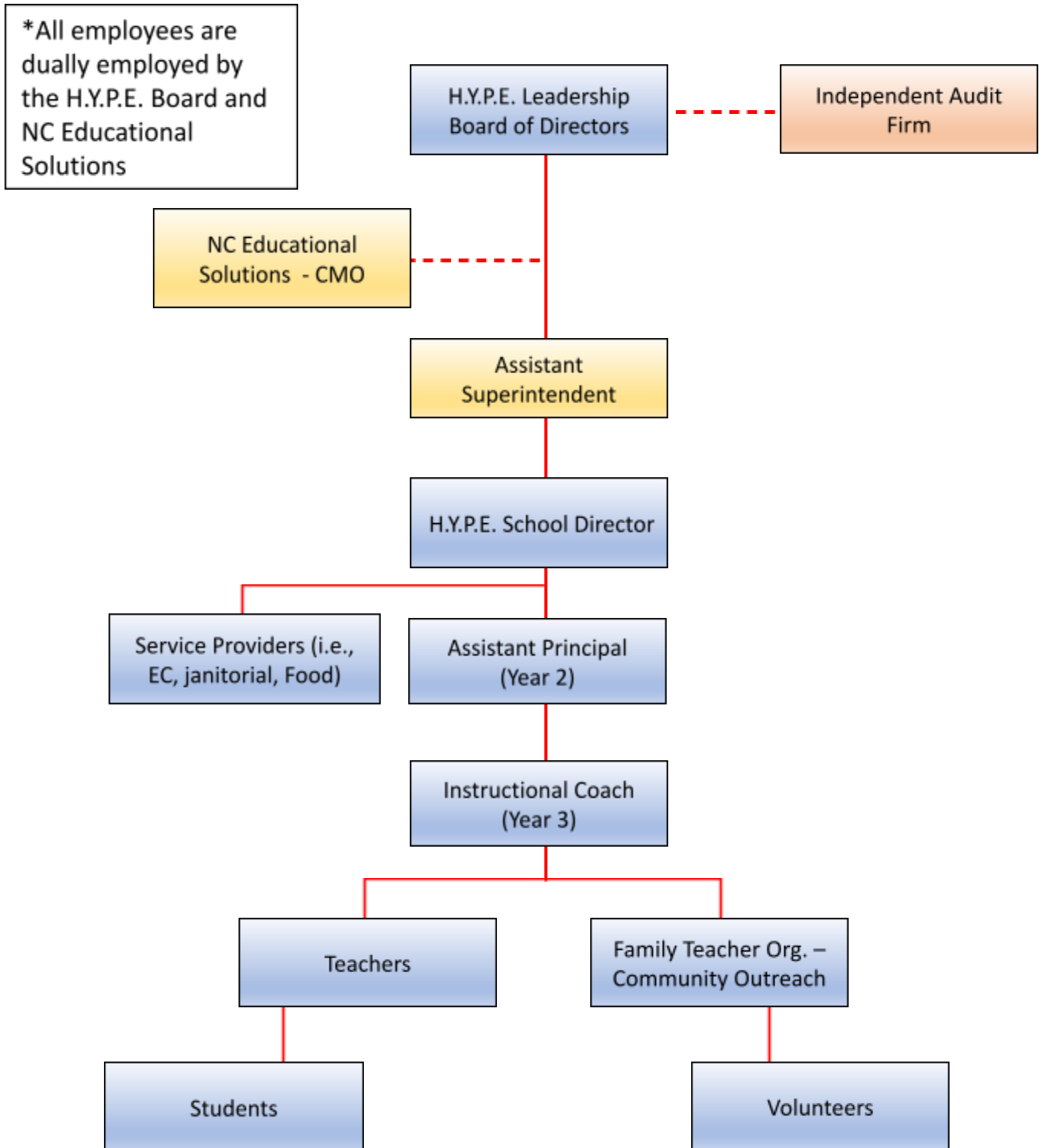
Times	Monday	Tuesday	Wednesday	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	Doors Open	Doors Open	Doors Open
7:50 - 8:00	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR	Breakfast/HR
8:00 - 9:20	Block 1	Block 1	Block 1	Block 1	Block 1
9:20 -10:20	LiM PBL Block	LiM PBL Block	LiM PBL Block	LiM PBL Block	LiM PBL Block
10:20 - 11:40	Block 2	Block 2	Block 3	Block 2	Block 3
11:40 -	Recess	lunch	Lunch	lunch	Lunch
12:10 - 12:40	lunch	Recess	Recess	Recess	Recess
12:40 - 2:00	Block 3	Block 3	Block 3	Block 3	Block 3
2:00 - 3:00	Electives	Electives	Electives	Electives	Electives
3:00 - 3:20	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal
3:20 - 5:00	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options	Extended Day Options

Times	Monday	Tuesday	Times	Wednesday
7:20 - 7:30	Teachers Arrive	Teachers Arrive	7:00 - 7:15	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open	7:20 - 8:00	Core teachers PLC
7:50 - 9:20	Block 1		7:30 - 7:50	Doors Open/Students in
	Block 1		8:00 - 9:20	Block 1
9:20 - 9:23	Passing Period	Passing Period	9:20 - 9:23	Passing Period
9:23 - 10:53	Block 2		9:23 - 10:53	Block 2
10:53 - 10:56	Passing Period	Passing Period	10:53 - 10:56	Passing Period
10:56 - 11:41	1/2 Block 3		10:56 - 11:41	1/2 Block 3
11:41 - 12:29	Lunch		11:41 - 12:29	Lunch
12:29 - 1:14	1/2 Block 3		12:29 - 1:14	1/2 Block 3
1:14 - 1:17	Passing period		1:14 - 1:17	Passing period
1:17 - 2:50	Block 4		1:17 - 2:50	Block 4

Times	Thursday	Friday
7:20 - 7:30	Teachers Arrive	Teachers Arrive
7:30 - 7:50	Doors Open	Doors Open
7:50 - 9:20	Block 1	Block 1
9:20 - 9:23	Passing Period	Passing Period
9:23 - 10:53	Block 2	Block 2
10:53 - 10:56	Passing Period	Passing Period
10:56 - 11:41	1/2 Block 3	1/2 Block 3
11:41 - 12:29	Lunch	Lunch
12:29 - 1:14	1/2 Block 3	1/2 Block 3
1:14 - 1:17	Passing period	Passing period
1:17 - 2:50	Block 4	Block 4



H.Y.P.E Leadership Academy – Organizational Chart





0 FAYETTEVILLE RD | RAEFORD, NC, 28376
PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

Vision

We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- **Respect** – *regard for themselves, others, and their communities*
- **Responsibility** – *ownership for their actions/decisions and empowered to lift others*
- **Resourcefulness** – *the ability to utilize their resources to solve problems*
- **Resilience** – *being able to persevere through repeated challenge*
- **Servant Leader** - *leading by example, lifting self and others*



H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

Beliefs	<p>We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.</p> <p>We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p> <p>We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.</p> <p>We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.</p> <p>We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>
Mission Statement	<p>H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.</p>
Goal Overview	<p>H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.</p>
Performance Goal 1	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.</p>



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<p>Rationale Goal 1</p>	<p>Why is this goal important? <i>According to Tony Wagner's article Rigor Redefined, "Yesterday's answers won't solve today's problems." Excellence can be described as being better tomorrow than today and our students will strive to be better tomorrow and continue through their future in all areas core, elective pathways, and extracurricular. The assessments will show the students where they are today so they can devise plans and make future goals. They are not only attempting to build on their previous successes, but also to contend with their peers, who are their future competitors. Possessing an attitude of excellence in all endeavors developed alongside their leadership education will bring them success throughout their lives.</i></p>
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<p>Performance Indicators Goal 3</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>



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<p>Rationale Goal 3</p>	<p>Why is this goal important? H.Y.P.E. Leadership Academy understands that as the need for postsecondary credentials in the workforce increases, students graduating from TJR Leadership Academy must demonstrate skills to improve their transition from high school toward their postsecondary goals. The educational program, by design, prepares students for postsecondary opportunities through a chosen pathway in entrepreneurship, athletics, and college preparatory. The pathways will grow their leadership capacity while providing specific opportunities in CTE, dual enrollment, and community service projects supporting success in entering the workforce. Based on research from Mark Toner, 2021, "How High School Pathway Programs Help Students get on the Right Track" and Georgia Heyward, 2019, "Schools Lead the Way but the System Must Change: Rethinking Career and Technical Education", utilizing career pathways at the high school level offers an efficient approach to education that provides the skills, knowledge, and community connections necessary within a specific area for students to be successful in their postsecondary choices and ultimately bringing success in life.</p>
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<p>Performance Indicators Goal 4</p>	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>H.Y.P.E. Leadership Academy will recruit and retain a community of committed students, families, and high-quality staff members who will engage in achieving our mission and vision to produce individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p>
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- **Respect** – *regard for themselves, others, and their communities*
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<p>Performance Indicators Goal 4</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy enrollment will produce and maintain sufficient funding to meet the Board of Directors' approved yearly budget. ● H.Y.P.E. Leadership Academy will be fiscally responsible by being able to demonstrate sound financial management through third party audits. ● H.Y.P.E. Leadership Academy will meet a high level of student, family, and faculty satisfaction —as measured through annual stakeholder surveys. ● H.Y.P.E. Leadership Academy will build and maintain a minimum of 3 community partnerships as measured by partnership agreements.



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	<ul style="list-style-type: none">• H.Y.P.E. Leadership Academy will provide opportunities to engage families in the school program.
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Vision

We, at H.Y.P.E. Leadership Academy, are dedicated to building a culture of leadership marked by relational ownership and rooted in contextual literacy, creating the next generation of leaders lifting themselves and others to success in life and in the world around them. H.Y.P.E. Leadership Academy develops all students to be leaders of their own lives by driving their empowerment to choose a selected career pathway in entrepreneurship, health and wellness, or college preparatory, each developing a common language and shared understanding in the seven habits of success. Through our vision and collaboration with home, school, and our community every H.Y.P.E. Leadership Academy graduate will be well prepared for the demands of the 21st Century with the embodiment of our pillars:

- **Respect** – *regard for themselves, others, and their communities*
- **Responsibility** – *ownership for their actions/decisions and empowered to lift others*
- **Resourcefulness** – *the ability to utilize their resources to solve problems*
- **Resilience** – *being able to persevere through repeated challenge*
- **Servant Leader** - *leading by example, lifting self and others*



H.Y.P.E. Leadership Academy, *students today - leaders tomorrow!*



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<p>Beliefs</p>	<p>We believe leadership can be taught and that all people can be leaders of themselves in their lives and of others in their family, circle of friends, community, and beyond.</p> <p>We believe that students, families, staff members and the community must partner to provide a learning experience that fulfills our mission and produces individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p> <p>We believe that academic excellence will produce critical thinkers who are academically proficient and globally competitive in college and career.</p> <p>We believe leadership education will empower self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community.</p> <p>We believe the H.Y.P.E. Leadership Academy chosen career pathways will produce leaders who are disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>
<p>Mission Statement</p>	<p>H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success that will build the next generation of community activists through academic excellence and a culture of leadership.</p>
<p>Goal Overview</p>	<p>H.Y.P.E. Leadership Academy will progress annually in an educational, operational, and fiscally sound way as demonstrated by attainment of our mission-specific goals.</p>
<p>Performance Goal 1</p>	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>Academic excellence will produce academically proficient and competitive students in all core areas with an emphasis on lifting individualized student growth to reach their post-secondary goals.</p>



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<p>Rationale Goal 1</p>	<p>Why is this goal important? <i>According to Tony Wagner's article Rigor Redefined, "Yesterday's answers won't solve today's problems." Excellence can be described as being better tomorrow than today and our students will strive to be better tomorrow and continue through their future in all areas core, elective pathways, and extracurricular. The assessments will show the students where they are today so they can devise plans and make future goals. They are not only attempting to build on their previous successes, but also to contend with their peers, who are their future competitors. Possessing an attitude of excellence in all endeavors developed alongside their leadership education will bring them success throughout their lives.</i></p>
<p>Performance Indicators Goal 1</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● Students will demonstrate proficiency with a 3 or higher on the EOG and EOC assessments as measured by the State Board of Education. <ul style="list-style-type: none"> ○ Beginning of Grade 3rd grade ELA ○ End of Grade 3 - 8 ELA ○ End of Grade 3 - 8 Math ○ End of Grade 5, 8 Science ○ End of Course NC Math 1 ○ End of Course English II ○ End of Course NC Math 3 ○ End of Course Biology ● 85% of K-8 students in Math and ELA will demonstrate growth from beginning of year benchmarks to end of year benchmarks ● 70% of third grade students will meet their Read to Achieve Grade 3 Benchmark as measured by the State Board of Education. ● HS Students will demonstrate post-secondary readiness through growth as measured by the ACT and Workkeys exams. 80% of students will meet or exceed NC DPI's benchmark score. ● Students will demonstrate a 4-year 80% graduation rate and a 5-year 90% graduation rate.
<p>Performance Indicators Goal 2</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy will produce a culture of leadership developing leaders of self and others through the paradigms in the Leader in Me habits of success.</p>



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<p>Rationale Goal 2</p>	<p>Why is this goal important? <i>Our mission is to instill leadership values into the fiber of our curriculum both in and out of the classroom, causing our students to make the best possible choices not only impacting positive interpersonal relationships but developing a lifestyle of excellence resulting in overall student achievement. According to Thomas Lickona, Ph.D. & Matthew Davidson, Ph.D., the authors of "A Report to the Nation, Smart and Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond," developing the 8 strengths of character, empowers students to make responsible personal choices that contribute to continuous self-development, a healthy lifestyle, and a positive future. Attainment of such skills found in our pillars, will better prepare our students for success in life. These findings align to the research and programming found in Steven Covey's Leader in Me (LiM) curriculum for schools. The LiM program is founded on the philosophy they explain as, "many people equate leadership with a formal position of authority. But we believe anyone can be a leader by intentionally leading one's own life (leading self) and working well with and encouraging the greatness in others—whether family, friends, neighbors, or colleagues (leading others)." These beliefs being taught from a young age and throughout formative years will set students on trajectory for success in life.</i></p>
<p>Performance Indicators Goal 2</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● Leader in Me curriculum blocks are evident in the daily and weekly instructional schedules. ● Leader in Me paradigms are evident throughout the school with common language in both written and spoken communication. ● Staff training in the Leader in Me paradigms are embedded throughout each school year as evidenced in professional development training and learning communities.
<p>Performance Indicators Goal 3</p>	<p>What will H.Y.P.E. Leadership Academy accomplish? H.Y.P.E. Leadership Academy Career Pathways will produce student leaders who are engaged and disciplined to work towards a future in entrepreneurship, health and wellness, or college preparation.</p>



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<p>Rationale Goal 3</p>	<p>Why is this goal important? H.Y.P.E. Leadership Academy understands that as the need for postsecondary credentials in the workforce increases, students graduating from TJR Leadership Academy must demonstrate skills to improve their transition from high school toward their postsecondary goals. The educational program, by design, prepares students for postsecondary opportunities through a chosen pathway in entrepreneurship, athletics, and college preparatory. The pathways will grow their leadership capacity while providing specific opportunities in CTE, dual enrollment, and community service projects supporting success in entering the workforce. Based on research from Mark Toner, 2021, "How High School Pathway Programs Help Students get on the Right Track" and Georgia Heyward, 2019, "Schools Lead the Way but the System Must Change: Rethinking Career and Technical Education", utilizing career pathways at the high school level offers an efficient approach to education that provides the skills, knowledge, and community connections necessary within a specific area for students to be successful in their postsecondary choices and ultimately bringing success in life.</p>
<p>Performance Indicators Goal 3</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy Pathways are visible throughout the program including course offerings, graduation requirements, documented in student transcripts, and in information shared about the school. ● H.Y.P.E. Leadership Academy Pathways provide engagement for students in project based learning aligned to community service projects and/or programs as evidenced by community partnerships in all 3 pathways. ● H.Y.P.E. Leadership Academy will utilize the techniques from Teach Like a Champion to create a learning environment focused on engaged academics - behavior and culture developed through common language, shared understanding as evidenced in professional development, learning communities and visible in classroom observations.



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<p>Performance Indicators Goal 4</p>	<p>What will H.Y.P.E. Leadership Academy accomplish?</p> <p>H.Y.P.E. Leadership Academy will recruit and retain a community of committed students, families, and high-quality staff members who will engage in achieving our mission and vision to produce individuals that embody servant leadership through the pillars of respect, responsibility, resourcefulness, and resilience.</p>
<p>Rational Goal 4</p>	<p>Why is this important?</p> <p><i>The success of H.Y.P.E. Leadership Academy and the attainment of our mission is directly related to the commitment of its community. According to the National Resource Center on Charter School Finance & Governance, "A high caliber of parents and teachers who assume active roles as parent involvement facilitators is one key to success." They also explain that "dedicated parents and teachers provide the human capital to make things happen for the school. Having parents and teachers who are determined to keep motivation high and ensure plans are implemented is essential. This is not limited to a single well-intentioned individual; collaboration and ongoing communication between parents and teachers are required to create a sense of community." We need students, parents, and staff members that are invested in the school and ultimately the student's learning. They need to feel that they have a place at the school and are accountable for the success of the individual students and the school as a whole. This accountability and belonging will in turn create a commitment to the success and fulfillment of our mission from students, parents, and staff members.</i></p>
<p>Performance Indicators Goal 4</p>	<p>How will we know that we have achieved this goal?</p> <ul style="list-style-type: none"> ● H.Y.P.E. Leadership Academy enrollment will produce and maintain sufficient funding to meet the Board of Directors' approved yearly budget. ● H.Y.P.E. Leadership Academy will be fiscally responsible by being able to demonstrate sound financial management through third party audits. ● H.Y.P.E. Leadership Academy will meet a high level of student, family, and faculty satisfaction —as measured through annual stakeholder surveys. ● H.Y.P.E. Leadership Academy will build and maintain a minimum of 3 community partnerships as measured by partnership agreements.



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Step 1: Identify Students for Tier II Interventions

- Students two or more grade levels behind on i-Ready *may* begin to receive Tier II push in taught by MTSS teachers
- Classroom interventions should be put into place for students demonstrating academic gaps

Step 2: Measure Progress

Use pre and post-test data from Tier II push in and/or classroom monitoring data

Student Makes Adequate Progress

MTSS Teacher may continue Tier II push in or exit the student from that tier (tier placement is fluid). Student can also continue to receive classroom interventions.

Student Does Not Make Adequate Progress

Classroom teacher & MTSS teacher continues to provide Tier II interventions OR recommends student for Tier III interventions. Data must support.

Step 3: Student Receives Tier III Interventions

-Parent Meeting Held, RE-2 Forms Signed, Screenings Conducted
-Student receives more intensified interventions (1-on-1 to 1-on-3 pullouts, and with classroom teacher)

Student Does Not Make Adequate Progress

-Based on all data from screenings and Tier III interventions, MTSS team *may* refer student to EC program

Step 4: Referral to EC Program

-MTSS team, along with EC Director, fills out EC referral form with all relevant data and submits portfolio (including signed RE-2 forms, screening data, observation notes)

DRAFT

H.Y.P.E. LEADERSHIP ACADEMY MTSS FRAMEWORK (ACADEMICS)

Each level of intervention (tier) **must** include the following considerations:

- *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
- *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
- *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*





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H.Y.P.E. Full Day Professional Development Schedule

Date	Topic	Instructor	Link(s)	Materials Needed
8/11	<ul style="list-style-type: none"> ● Charter Schools Intro - Q&A ● The Leader in Me Intro - Books, Background ● Teach Like a Champion Intro - Books, Background ● Administration - Handbooks, Schedules, Hours, Extended Day, Dress Code, Chain of Command ● SchoolNet/PowerSchool Log In and Uses ● School Tours ● Start setting up 5 days of emergency sub plans for admin 	Head of School, guest speakers,		
8/12	<ul style="list-style-type: none"> ● LiM Training ● Grade Band Break-outs for Lunches ● Classroom Time ● Continue setting up 5 days of emergency sub plans for admin 	Head of School, Guest Speakers, LiM trainers		
8/13	<ul style="list-style-type: none"> ● LiM Training ● By Subject Break-outs for Lunches ● Classroom Time 	Head of School, Guest Speakers, LiM Trainers		



	<ul style="list-style-type: none"> Start setting up 5 days of emergency sub plans for admin 			
8/14	<ul style="list-style-type: none"> LiM Training By Teaching Experience Break-outs for lunch Classroom Time Continue setting up 5 days of emergency sub plans for admin 	Head of School, Guest Speakers, LiM Trainers		
8/15	<ul style="list-style-type: none"> LiM grade level break outs for project planning Teach Like a Champion - Model lessons, Non-negotiable #1 Grade Band Training for Instructional Strategies Digital Tools MTSS TLAC non-negotiables #2 Classroom Time Submit 5 days of emergency lessons (print outs in folders) to admin 	Head of School, Guest Speakers, TLAC Trainers from sister school, MTSS trainer		
8/18	<ul style="list-style-type: none"> HMH Curriculum Training in Grade Bands and subject level Charter School Pillars/Mission/Focus Data Informed Instruction Students as leaders LiM Project Time 	Head of School, guest speakers		



	<ul style="list-style-type: none"> • TLAC non-negotiable #3 • Must Sees in classroom Daily (date, Agenda, Standard, I Can Statements) • Classroom Time 			
8/19	<ul style="list-style-type: none"> • Instructional Components (pacing guides, scope & Sequence, common digital tools/resources, & alignment with LiM) • North Carolina Standard Course of Study and HMH • LiM Project Block • Open House 	Head of School, guest speakers		
8/20	<ul style="list-style-type: none"> • Final LiM Project Preparation for first 3 weeks • Final Curriculum Review (HMH, LiM, TLAC, Common Instructional strategies, SchoolNet, Data, Student Leaders, grade-band appropriate formative assessment tools) 	Head of School, peers		
8/21	<ul style="list-style-type: none"> • Final School-Wide Culture Review (MTSS, AIG, Pillars, Common language, LiM blocks, TLAC, Transitions, Noise expectations, Signage, Leadership Pathways, 			



	<p>Extended Day opportunities, Community service opportunities)</p> <ul style="list-style-type: none"> • Classroom Time 			
8/22	<ul style="list-style-type: none"> • Classroom Time • Admin available for questions 			
8/25	<ul style="list-style-type: none"> • Classroom preparations for first day of school tomorrow • Final School Prep (welcome banners, balloons, music, committees, teacher placements) • Final Technology check-ins 			
9/26	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • Digital Tools • LiM updates and check-ins • Community Service/Partnerships 			
10/27	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • LiM updates and check-ins • Instructional Strategies • Using Data to Inform Instruction with break outs 			



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11/24	<ul style="list-style-type: none"> • TLAC - 1 technique to focus on this month • Check on 5 day emergency plan & update as needed • LiM updates and check-ins • Subject-Specific Rotations for Standard Mastery • Grade-Specific Rotations for LiM project presentations day 			
2/9	<ul style="list-style-type: none"> • TLAC - 1 technique to focus o this ninth • LiM updates and check-ins • Subject-specific Rotations for LiM project presentations day • EOY Testing Preparation Notes 			
3/17	<ul style="list-style-type: none"> • LiM Leadership Day - Conference 			
6/9-10	<ul style="list-style-type: none"> • Close out day 			



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Weekly Professional Learning Community (PLC) Schedule

Month	Week #	Topic	Link(s)	Materials Needed
September	1	Leader In Me		
	2	Standards		
	3	Data/Testing		
	4	MTSS		
October	1	The 4 Pillars		
	2	Behavior		
	3	SEL		
	4	MTSS		
November	1	Leader In Me		
	2	Standards		
	3	MTSS		
December	1	Data/Testing		
	2	4 Pillars		
January	2	Behavior		
	3	SEL		
	4	MTSS		

February	1	The Leader in Me		
	2	Standards		
	3	Data/Testing		
	4	MTSS		
March	1	Behavior		
	2	SEL		
	3	The Leader in Me		
	4	MTSS		
April	1	Standards		
	2	Data/Testing		
	3	MTSS		
May	1	SEL - summer concerns?		
	2	The Leader in Me Close out for the Year		
	3	Standards Mastery Expectations for EOG/EOC's		
	4	MTSS Close out for the year		

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement is made and entered into as of the ____ day of _____, 2023, by and between NC Educational Solutions, (hereafter referred to as “NCES”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and H.Y.P.E. Leadership Academy, Inc. (“Academy”) by and through its Board of Trustees (“Academy Board”) formed under North Carolina General Statute 115C-238.29 et. Seq. (the “Authorizing Law”) located in North Carolina.

The following is a recital of facts underlying this Agreement:

The Academy is a public-school academy, organized under the Authorizing Law. The Academy has been issued a charter contract (the “Contract”) by the North Carolina State Board of Education (“Authorizer”) to organize and operate a public-school academy, with the Authorizer as the authorizing body. The Authorizing Law permits a public-school academy to contract with persons and entities for the operation and management of the public-school academy.

NCES specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. NCES’s products and services are designed to serve the needs of a diverse student population.

The Academy and NCES desire to create an enduring educational partnership, whereby the Academy and NCES will work together to bring educational excellence and innovation to the Hope Mills, North Carolina area, based on NCES’s school design, comprehensive educational program, institutional principles and management methodologies.

To implement an innovative educational program at the school, the parties, desire to

establish this arrangement for the management and operation of certain Academy educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I

TERM

This Agreement shall become effective on July 1, ____ and shall cover __ academic years, with the entire term to end on June 30, _____.

ARTICLE II

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the Authorizer to organize and operate a Charter School situated in North Carolina. The Academy is therefore authorized by the Authorizer to supervise and control such an academy and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts with NCES to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Academy's authorizing documents. NCES shall comply with all terms and conditions of the Contract to the extent NCES is performing services on behalf of the Academy.

C. Status of the Parties. NCES is a for-profit corporation and is not a division or a part of

the Academy. The Academy is a corporate and governmental entity authorized by the Authorizing Law and is not a division or part of NCES. The relationship between NCES and the Academy is based solely on the terms of this Agreement.

D. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of NCES shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, NCES and its employees are designated as agents of the Academy for the limited purpose of allowing them access to educational records under the federal Family Educational Rights and Privacy Act. NCES will be solely responsible for its acts and the acts of its agents, employees, and subcontractors.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR

In consideration of the management fee paid by the Academy, NCES shall perform the following:

A. Responsibility. NCES shall be responsible, and accountable to the Academy, for the management, operation and performance of the Academy as measured by the progress toward goals set forth and agreed upon by the Academy Board.

B. Educational Program. The educational program and the program of instruction shall be designed by NCES in cooperation with the Academy, and may be adapted and modified from time to time with prior Board approval and in conjunction with the Contract amendment process established by the Authorizer, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest

of continuous improvement and efficiency, and that the Academy and NCES are interested in results and not in inflexible prescriptions.

It is understood by NCES and the Academy that the Board measures educational performance and growth towards mission-specific goals, including academic, financial, and overall. It is also understood that the NC public metric of measurement is the State designated assessment and that growth towards and comparison of The Academy to (1) the composite district, (2) NC averages, and (3) high-performing peers benchmarks is the desired goal. NCES in cooperation with the Academy will work toward the attainment of these educational, operational, and performance metrics.

C. **Strategic Planning.** NCES shall help design strategic plans for the continuing educational and financial benefit of the Academy.

D. **Public Relations.** NCES shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and its Board.

E. **Special Functions.** The services NCES will provide the Academy include, but are not limited to the following:

Operational Public School Academy Services

1. Financial
 - * Develop salary schedules
 - * Select benefit packages
 - * Determine retirement options

2. Educational Planning
 - * Implement educational program based on developing college and career readiness in all students K-12 in the 21st Century. H.Y.P.E. Leadership Academy will produce self-efficacy activists producing respectful, responsible, resourceful, and resilient individuals who contribute actively at school and in the community through paradigms in the Leader in Me habits of success. Academic Excellence will be implemented through research-based best practices as designed by Doug

Lemov's Teach Like a Champion. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals. Career Pathways will produce student leaders who are disciplined to work towards a future in entrepreneurship, athletics, or college preparation.

*Provide structure, training and supervision of implementation of the entire educational program from designating appropriate staff, designing supplemental programs such as intervention, support, EC, arts, extracurricular etc., selecting resources determining implementation requirements, and providing guidance and feedback to the Academy.

*Supervise and assist in writing of all State and required educational reporting.

*Provide in cooperation with Academy's expansion needs or updates a curriculum framework aligned to the State and Common Core standards and benchmarks.

*Provide assessment structures used to ensure growth and attainment of student achievement metrics.

3. Facility Procurement & Development
 - * Identify and secure site for development
 - * Secure funding mechanism for purchase and construction
 - * Facilitate design, completion and occupancy of facility
4. Staff Development
 - * Workshops and seminars
 - * Professional Growth activities
5. Problem Solving
 - * Personnel issues
 - * Conflict resolution
 - * Student/parent/teacher issues
6. Compliance Issues
 - * Membership reports
 - * Annual reports
 - * Annual audits
7. Equipment/Furniture
8. Contracted Services (as needed)
 - * Maintenance (building)
 - * Cleaning supplies/equipment
 - * Painting
 - * Playground equipment

Assets provided, or caused to be provided, to the Academy by NCES with funds NCES has

received from sources other than the Academy under Article V shall remain the property of NCES or the providing entity unless agreed in writing to the contrary. All acquisitions made by NCES for the Academy with funds NCES has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided by applicable law, to adopt written policies governing the procurement of supplies, materials, and equipment. If NCES purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, NCES shall comply with all applicable laws.

- F. Subcontracts.** NCES reserves the right to subcontract all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. NCES, shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board. Any subcontractors that NCES enters with respect to bond-financed facilities will also comply with the Revenue Procedure as well as the NC School Code.
- G. Place of Performance.** NCES reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by state or local law.
- H. Student Recruitment.** NCES and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Academy's Contract

and in compliance with the Authorizing Law and other applicable law.

- I. **Legal Requirements.** NCES shall assist in providing educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Authorizing Law and the Academy's Contract, unless such requirements are, or have been waived.
- J. **Rules and Procedures.** NCES shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- K. **School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Academy's Contract. Each year NCES and the Academy Administration will recommend a school calendar consistent with the law to be approved by the Academy Board.
- L. **Additional Grades and Student Population.** NCES in connection with the Academy Administrator shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Academy shall exercise good faith in considering the recommendations of NCES and the Academy Administrator including, but not limited to their recommendations concerning polices, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. NCES does understand all these decisions remain the responsibility of the Academy Board and may not be delegated directly to NCES.

ARTICLE V

FINANCIAL ARRANGEMENTS

- A. **Compensation for Services.** During the term specified in Article I, the Academy shall pay NCES a capitation fee of an amount equal to ten (10%) percent, based upon all the state and local funds received by the Academy that the State of North Carolina determines the Academy is entitled to receive pursuant to the Authorizing Law, for the students enrolled in the Academy (“SSA”). The SSA may change according to overall changes in the student allocations by the State of North Carolina. The SSA may change according to overall changes in the student allocations by the State of North Carolina.
- B. **No Related Parties or Common Control.** NCES will not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights, including cancellation rights, under this Agreement. It is agreed between the Academy and NCES that none of the voting power of the governing body of the Academy will be vested in NCES or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of NCES will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and NCES will not employ the same individuals. Further, the Academy and NCES will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.
- C. **Payment of Costs.** In addition to the fee described in this Section, the Academy shall reimburse NCES for all costs incurred and paid by NCES in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this

Agreement, at the Academy provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of NCES employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, NCES shall not charge an added fee. The Academy shall not reimburse NCES for any costs incurred or paid by NCES because of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII and XIII of this Agreement. The Academy Board may pay or reimburse NCES for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to NCES for the fees or expenses associated with the Academy's operation if documentation for the fees and expenses are provided for Academy Board ratification.

- D. Time and Priority of Payments.** The fee due to NCES shall be calculated for each school year at the same time as the State of North Carolina calculates the funding for public school students, and adjustments to such calculation shall occur at the same time as the State of North Carolina adjusts the funding for public school students. NCES shall receive its fee as calculated pursuant to the preceding sentence in twelve (12) installments beginning in August of each school year and ending in July of each school year. Payments due and owing to NCES shall be made by the Academy to NCES on or before the last day of each month.
- E. Other Revenue Sources.** To supplement and enhance the school aid payments received

from the State of North Carolina, and improve the quality of education, the Academy and NCES shall endeavor to obtain revenue from other sources. In this regard:

- (1) The Academy and/or NCES shall solicit and receive grants and donations consistent with the mission of the Academy.
- (2) Academy and/or NCES may apply for and receive grant money, in the name of the Academy subject to the prior approval of the Board.
- (3) To the extent permitted under the Code and approved by the Authorizing Board, NCES may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs. NCES and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of NCES conducting such programs, less expenses to the Academy caused by such programs, if not prohibited by law.

F. Other Institutions. The Academy acknowledges that NCES may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). NCES shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If NCES incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then NCES, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the

parties. All grants or donations received by the Academy or by NCES for the specific benefit of the Academy, shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of NCES.

G. Reporting. NCES shall provide the Academy with:

- (1) All information the Academy's auditor's reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the Authorizer or the State of North Carolina.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor NCES's educational performance and the efficiency of its operations of the Academy.

H. Access to Records. NCES shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of NCES, and, unless required by law to be retained for a longer period, retain all said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Authorizing Law and shall be physically stored at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the applicable laws of North Carolina. NCES and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law.

I. Review of Budget. The Academy Board shall be responsible for reviewing, revising, and

approving the annual budget of the Academy.

J. Annual Audit. The Academy Board shall select, retain, and pay for an annual financial audit in accordance with the Contract and applicable state law. NCES shall cooperate with said auditor and will make sure that all Academy's financial records and NCES records related to the Academy will be made available to the independent auditor.

K. Payment of Academy Funds. NCES shall not be a signatory on any Academy Board account. All interest earned on Academy depository accounts shall accrue to the Academy.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract, and Academy Board policies, NCES shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and NCES agree that NCES has all the rights, discretion and authority required by law to constitute an "employer" as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to have NCES personnel placed elsewhere by NCES if the Academy is dissatisfied with their performance.

B. Principal. Because the accountability of NCES to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the principal will be an employee of NCES and NCES will have the authority, consistent with state law, to select and supervise the principal and to hold him or her accountable for the success of the Academy. The employment contract with the

principal, and the duties and compensation of the principal shall be determined by NCES with the consent of the Academy Board. The Principal and NCES, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

- C. **Teachers.** Subject to the Contract and Academy Board policies, and from time to time thereafter, NCES shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. NCES shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, in the discretion of NCES, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by NCES. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Authorizing Law and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Authorizing Law for teachers who are employees of the Academy.
- D. **Support Staff.** NCES shall recommend number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the principal, a bookkeeping staff, maintenance personnel, and the like.

E. Employer of Personnel. Except as specified in this Agreement, personnel performing functions on behalf of the Academy shall be employees of NCES except for the teachers who will be jointly employed by NCES and The Academy Board in accordance with North Carolina state law. For these purposes the hiring and terminating decisions of the teachers will reside with the Academy Board. Compensation of all employees of NCES shall be paid by NCES. For purposes of this Agreement, “Compensation” shall include salary, fringe benefits, and state and federal tax withholdings. NCES shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General’s opinion, NCES shall not make payments to the North Carolina Public School Employees’ Retirement System or any other public retirement system on behalf of its employees. NCES shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public-school academy under the Authorizing Law.

F. Training. NCES shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall at a minimum utilize NCES’s teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Authorizing Law. Non-instructional personnel shall receive such training as NCES determines as reasonable and necessary under the circumstances.

ARTICLE VII

ADDITIONAL PROGRAMS

A. **Additional Programs.** The services provided by NCES to the Academy under this Agreement consist of the Education Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, NCES may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where NCES is responsible for the cost of providing such additional programs to the extent permitted by the code, NCES and the Academy will split, in a proportion agreed upon by the parties in advance of NCES conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs.

B. **Food Service and Transportation.** NCES will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a catered lunch program under the normal school lunch program.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. **Termination By NCES.** NCES may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach with sixty (60) days after notice from NCES. A material breach may include, but is not limited to, failure to make payments to NCES as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of NCES.

B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term if NCES should fail to remedy a material breach within sixty (60) days after notice from the Academy. Material breach may include, but is not

limited to, violation of this Agreement, violation of Academy's Contract with the University Board, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards.

C. **Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.

D. **Effective Date of Termination.** If this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances, the termination will become effective at the end of the current fiscal year following the notice of termination.

E. **Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this agreement, whether with or without cause, NCES shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at NCES's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the

building owner.

ARTICLE IX

PROPRIETARY INFORMATION

- A. **Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by NCES at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. NCES owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by NCES, curriculum and educational materials developed by NCES not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. NCES and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and NCES each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. NCES's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.
- B. **Required Disclosure.** The Academy Administrator shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided by the Authorizing Law,

notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X

INDEMNIFICATION

A. Indemnification. To the extent permitted by law, the Academy shall indemnify and save and hold NCES and all if its employees, officers, directors, subcontractors, and agents (collectively “NCES Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by NCES or any of its NCES employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse NCES for all legal expenses and costs associated with the defense of any such claim, demand, or suit.

NCES shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Academy or any of its Academy Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by NCES with any agreements, covenants, warranties, or undertakings of NCES contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, NCES shall reimburse the Academy

for all legal expenses and costs associated with the defense of any such claim, demand, or suit.

NCES agrees that it is not entitled to and will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Academy buildings and will not take any other tax position that is inconsistent with being a service provider to the Academy.

ARTICLE XI

INSURANCE

NCES shall secure and maintain insurance coverage as required by applicable law and the Contract. The Academy shall maintain insurance coverage in the amounts required by the Contract. The Academy shall also maintain such insurance as shall be necessary to indemnify NCES as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. NCES shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. NCES will list the academy as an additional insured name.

ARTICLE XII

WARRANTIES AND REPRESENTATIONS

The Academy and NCES each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and NCES mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge,

threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII

MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces all prior agreements and understanding between the Academy and NCES.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a part to the other party, with a copy to:

H.Y.P.E. Leadership Academy
Hope Mills, NC 28376
Attn: Board Chair

NC Educational Solutions.
Corporate Headquarters
7877 Stead Street
Utica, Michigan 48317
Attention: William Kneer

Davis Burket Savage Listman Brennan
10 N. Main Street
Suite 401
Mt. Clemens, MI 48043
Attention: John L. Burket

- D. **Severability.** The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this

Agreement.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services.
- G. Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- I. Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of North Carolina.
- K. Indemnification.** No indebtedness of any kind incurred or created by H.Y.P.E. Leadership Academy shall constitute an indebtedness of the State of North Carolina or its political subdivisions, and no indebtedness of H.Y.P.E. Leadership Academy shall involve or be secure by the faith, credit, or taxing power of the State of North Carolina or its political subdivisions.

The parties have executed this Agreement as of the day and year first above written.

NC EDUCATIONAL SOLUTIONS.

H.Y.P.E. LEADERSHIP

ACADEMY

BY: William Kneer

ITS: Vice President

DATE: _____

BY:

ITS: President

DATE: _____

DRAFT



0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

H.Y.P.E. Leadership Academy
NC Standard Scope and Sequence
Math Pacing Guide
Grade 1

Quarter 1

August 27	September	October 24	
NC.1.OA.1	NC.1.OA.1, NC.1.OA.5, NC.1.OA.6 NC.1.OA.4, NC.1.OA.7	NC.1.OA.2, NC.1.OA.3, NC.1.OA.6, NC.1.OA.7 NC.1.OA.4	

Quarter 2

October 29	November	December	January 10
NC.1.OA.4 NC.1.OA.6, NC.1.OA.8	NC.1.OA.1, NC.1.OA.2, NC.1.OA.3, NC.1.OA.4	NC.1.MD.4 NC.1.NBT.2	NC.1.NBT.1, NC.1.NBT.2

Quarter 3

January 13	February	March 13	
NC.1.NBT.2, NC.1.OA.7 NC.1.NBT.4, NC.1.NBT.5, NC.1.NBT.6	NC.1.NBT.4 NC.1.NBT.6 NC.1.OA.6 NC.1.G.1, NC.1.G.2	NC.1.G.1 NC.1.G.2 NC.1.G.3	

Quarter 4

March 18	April	May	June 6
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0 FAYETTEVILLE RD | RAEFORD, NC, 28376
 PH: XXX-XXX-XXXX | FAX: XXX-XXX-XXXX
HYPE-LEADERSHIP.ORG

NC.1.MD.1 NC.1.MD.2	NC.1.MD.3	NC.1.MD.5	NC.1.MD.5
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H.Y.P.E. Leadership Academy NC Standard Scope and Sequence Science Pacing Guide Grade 5			
Quarter 1			
August 27	September	October 24	
N/A scientific method	5.P.2.1 5.P.2.2	5.P.2.3 5.P.3.1 5.P.3.2	
Quarter 2			
October 29	November	December	January 10
5.P.3.2	5.E.1.1 5.E.1.2	5.E.1.3 5.L.1.1	5.L.1.2
Quarter 3			
January 13	February	March 13	
5.P.1.1	5.P.1.2 5.P.1.3 5.P.1.4	5.L.2.1	
Quarter 4			
March 18	April	May	June 6



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5.L.2.2	5.L.2.3 5.L.3.1	5.L.2.2 EOG Bootcamp	
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H.Y.P.E. Leadership Academy NC Standard Scope and Sequence Science Pacing Guide Grade 8			
Quarter 1			
August 27	September	October 24	
N/A Science Inquiry	8.P.1.1 8.P.1.2	8.P.1.3 8.P.1.4	
Quarter 2			
October 29	November	December	January 10
8.P.2.1	8.P.2.2 8.E.2.1 8.E.2.2	8.L.4.1 8.L.4.2	8.E.1.1
Quarter 3			
January 13	February	March 13	



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8.E.1.2 8.E.1.3	8.E.1.4 8.L.3.1 8.L.3.2	8.L.3.3 8.L.5.1	
Quarter 4			
March 18	April	May	June 6
8.L.5.2	8.L.1.1 8.L.1.2	8.L.2.1 EOG BootCamp	

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: Jonathan Charleston
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom
 - Michael Burns – Via Zoom
 - Bradford Gaddy – Via Zoom
 - Robert “Jason” Poole – Via Zoom
 - Brandon Price – Via Zoom
 - Dr. Kendra Whitney – Via Zoom
 - _____

- ❖ 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: Jay Sharpe – Sharpe Patel PLLC
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom
 - Michael Burns – Via Zoom
 - Bradford Gaddy – Via Zoom
 - Robert “Jason” Poole – Via Zoom
 - Brandon Price – Via Zoom
 - Dr. Kendra Whitney – Via Zoom
 - _____

- ❖ If contracting with a CMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.
 - Name of the Contact for Selected CMO: Will Kneer
 - Date of Review: 04/25/2023
 - Signature of Board Members Present (Add Signature Lines as Needed):
 - Alberta Lampkins – Via Zoom
 - Dr. Rodney McCrowre – Via Zoom

Certification

I, Alberta Lampkins, as Board Chair, certify that each Board Member has reviewed and participated in the selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as H.Y.P.E. Leadership Academy Charter School is true and correct in every respect.

Signature Alberta Lampkins

Date 04/25/2023

H.Y.P.E. Leadership Academy OFFICIAL HIGH SCHOOL TRANSCRIPT

STUDENT INFORMATION	SCHOOL INFORMATION
FULL NAME: ADDRESS: PHONE NUMBER: EMAIL ADDRESS: DATE OF BIRTH: PARENT/GUARDIAN	NAME: ADDRESS: PHONE NUMBER: EMAIL ADDRESS:

ACADEMIC RECORDS

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">SCHOOL YEAR:</td> <td style="width: 30%;">GRADE LEVEL: 9TH</td> <td style="width: 40%;"></td> </tr> <tr> <td><i>Course Title:</i></td> <td><i>Credits Earned</i></td> <td><i>Final Grade</i></td> </tr> <tr> <td colspan="3" style="height: 100px;"></td> </tr> <tr> <td>Total Credits:</td> <td colspan="2">GPA:</td> </tr> </table>	SCHOOL YEAR:	GRADE LEVEL: 9TH		<i>Course Title:</i>	<i>Credits Earned</i>	<i>Final Grade</i>				Total Credits:	GPA:		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">SCHOOL YEAR:</td> <td style="width: 30%;">GRADE LEVEL: 10th</td> <td style="width: 40%;"></td> </tr> <tr> <td><i>Course Title:</i></td> <td><i>Credits Earned</i></td> <td><i>Final Grade</i></td> </tr> <tr> <td colspan="3" style="height: 100px;"></td> </tr> <tr> <td>Total Credits:</td> <td colspan="2">GPA:</td> </tr> </table>	SCHOOL YEAR:	GRADE LEVEL: 10th		<i>Course Title:</i>	<i>Credits Earned</i>	<i>Final Grade</i>				Total Credits:	GPA:	
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Total Credits:	GPA:																								

ACADEMIC SUMMARY Cumulative GPA: Credits Earned: Diploma Earned: Graduation Date:	GRADING SCHEDULE 90 - 100 = A 80 - 89 = B 70 - 79 = C 60 - 69 = D 59-BELOW = F	NOTES: *= **= ***=
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I do hereby self-certify and affirm that this is the official transcript and record of _____ in the academic studies of ____ - ____

Signature:

Title:

Date:

H.Y.P.E. Leadership Academy

Investment Summary Map

Workshop Participants: 20
Students: 300

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Annual Membership	5,500.00	5,500.00	5,500.00	5,500.00
Leader in Me Core	\$28,016.80	\$15,278.04	\$15,278.04	
Impact Journey				\$7,200.00
Materials	\$3,122.10			
Total Investment	\$36,638.90	\$20,778.04	\$20,778.04	\$12,700.00
Average Annual Student Investment	\$122.13	\$69.26	\$69.26	\$42.33

Please note: In order to be an authorized Leader in Me school, Annual Membership must be purchased.

H.Y.P.E. Leadership Academy

Investment Summary Detail

YEAR 1

\$36,638.90

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 1 **\$28,016.80**

Lighthouse Team Workshop: Core 1				\$4,052.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
Lighthouse Resource Guide		\$40.00	10	\$400.00
Shipping Estimate (Actual Invoiced)				\$52.04
All Staff Workshop: 7 Habits Signature / Core 1				\$13,164.76
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	3	\$10,800.00
7 Habits Signature 4.0 Participant Guide		\$70.00	20	\$1,400.00
Core 1 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$164.76
Coaching				\$10,800.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Advance Coaching delivered by Coach		\$3,600.00	1	\$3,600.00
Implementation Coaching Subscription		\$3,600.00	2	\$7,200.00

Materials **\$3,122.10**

Student / Staff Materials				\$3,122.10
STUDENT LEADERSHIP GUIDES	Delivery Date	PRICE	QUANTITY	TOTAL
LIM Student Leadership Guides (Elementary Grades)		\$7.00	300	\$2,100.00
Teacher Editions: LIM Student Leadership Guides		\$42.00	20	\$840.00
Shipping Estimate (Actual Invoiced)				\$182.10

YEAR 2

\$20,778.04

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 2 **\$15,278.04**

Lighthouse Team Workshop: Core 2				\$3,600.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
All Staff Workshop: Core 2				\$4,478.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	1	\$3,600.00
Core 2 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$78.04
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Implementation Coaching Subscription (Bundled with Core)		\$3,600.00	2	\$7,200.00

YEAR 3

\$20,778.04

Annual Membership **\$5,500.00**

DESCRIPTION	PRICE	QUANTITY	TOTAL
Annual Membership	\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>			

Leader in Me Core 3				\$15,278.04
Lighthouse Team Workshop: Core 3				\$3,600.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach		\$3,600.00	1	\$3,600.00
All Staff Workshop: Core 3				\$4,478.04
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Onsite Workshop delivered by Coach or Consultant		\$3,600.00	1	\$3,600.00
Core 3 Participant Guide		\$40.00	20	\$800.00
Shipping Estimate (Actual Invoiced)				\$78.04
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Implementation Coaching Subscription (Bundled with Core)		\$3,600.00	2	\$7,200.00

YEAR 4 **\$12,700.00**

Annual Membership				\$5,500.00
DESCRIPTION		PRICE	QUANTITY	TOTAL
Annual Membership		\$5,500.00	1	\$5,500.00
<i>Includes 3 Coaching Calls, Principal Development Track, Lighthouse Coordinator Development Track, Online Professional Learning, Student and Classroom Content, and Measurable Results Assessment (MRA).</i>				

Impact Journey				\$7,200.00
Coaching				\$7,200.00
DESCRIPTION	Delivery Date	PRICE	QUANTITY	TOTAL
Custom Implementation Coaching Subscription (Live)		\$3,600.00	2	\$7,200.00



H.Y.P.E Leadership Academy
Raeford, NC 28376

RE: Insurance Program Quote

Listed below are cost estimates for the insurance program for H.Y.P.E Leadership Academy. Rates are subject to change based on future market conditions and underwriting guidelines.

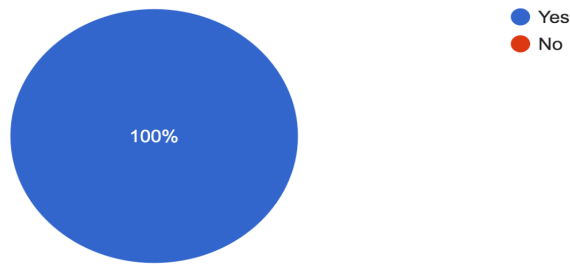
Property Coverage:	\$6150/annual
General Liability:	\$3290/annual
School Educators Legal Liability:	\$4200/annual
Hired/Non-Owned Auto Liability:	\$400/annual
Crime Coverage	\$750/annual
Workers Compensation:	\$17,925/annual
Umbrella Liability	\$8800/annual
Total Annual Cost of Insurance:	\$41,515/annual

Thank you-
Howey & Associates Insurance

INITIAL FAMILY & COMMUNITY INTEREST SURVEY RESPONSES

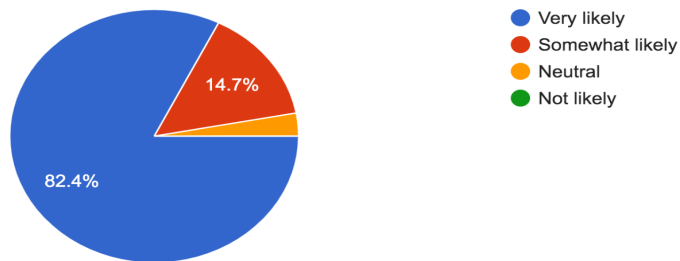
Do you think Raeford needs more public school choices, such as a tuition-free, specialized academy focused on community needs?

34 responses



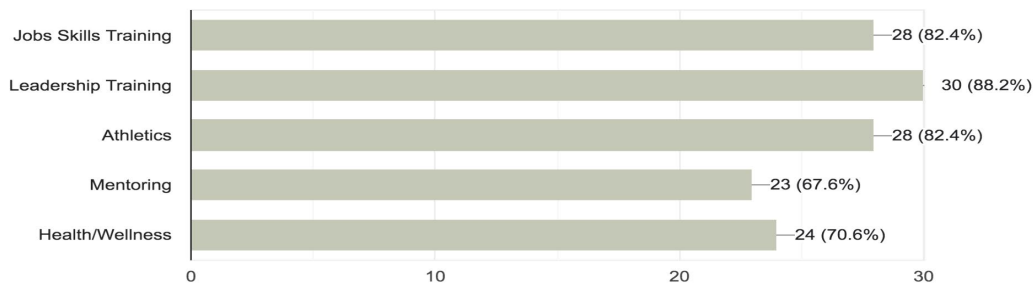
How likely would you be to enroll your student in a free, public charter school that focuses on College Preparation, Entrepreneurship, Leadership, Health/Wellness, and Athletics?

34 responses



What types of extracurriculars are you interested in for your student(s)? (select all that apply)

34 responses





NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

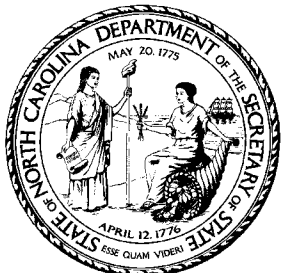
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

H.Y.P.E. LEADERSHIP ACADEMY, INC.

the original of which was filed in this office on the 20th day of February, 2023.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of February, 2023.

Elaine F. Marshall

Secretary of State

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: H.Y.P.E. Leadership Academy, Inc.

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: Joseph Salisbury

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

Number and Street: 126 Hay Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Number and Street or PO Box: 200 Mason Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Name	Address
<u>Gerard Falls</u>	<u>126 Hay Street, Fayetteville, NC 28301</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: (910) 849-0888

Number and Street: 126 Hay Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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

Number and Street or PO Box: 200 Mason Street

City: Fayetteville State: NC Zip Code: 28301 County: Cumberland

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 13 day of February, 2023.

H.Y.P.E. Leadership Academy, Inc.

Incorporator Business Entity Name


Signature of Incorporator

Gerard Falls

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.

**ADDENDUM TO ARTICLES OF INCORPORATION
OF
HYPE LEADERSHIP ACADEMY, INC.**

Item 7

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.

Item 8

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.



March 14, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and FirstHealth Moore Regional Hospital - Hoke

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and FirstHealth Moore Regional Hospital - Hoke is intended to express interest between both parties in future partnerships to include but not limited to health and wellness programming for students, student internships, student volunteer opportunities, and other activities designed to enrich both organizations community outreach and educational impact.

This MOU is an expression of interest between H.Y.P.E. Leadership Academy and FirstHealth Moore Regional Hospital - Hoke to partner in the areas described above, but it does not serve as a formal agreement between the two parties.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, The Romine Group

Date:

Sign: _____

Name: Tara Ledford

Title: Director, Communications Development, FirstHealth of the Carolinas Corporate Communications

Date:



April 27, 2023

Memorandum of Understanding (MOU) between H.Y.P.E. Leadership Academy and Mt. Pisgah Church

The following memorandum of understanding between H.Y.P.E. (Helping Young People Elevate) Leadership Academy and Mt. Pisgah Church is intended to express interest between both parties in a partnership for rental of the M. Rouse Community Center, located 373 Pittman Grove Road, Raeford NC, 28376. Mt. Pisgah agrees to charge monthly rent for the 17,000 square foot facility, should the need arise for H.Y.P.E. Leadership Academy due to unforeseen circumstances regarding the construction of their facilities.

H.Y.P.E. Leadership Academy will be a public, charter school based in Hoke County, North Carolina focused on developing servant leaders who are responsible, respectful, resourceful, and resilient. H.Y.P.E. Leadership Academy has a planned opening date of August 2025 serving students in grades K-5 and increasing by one grade level per year until serving grades K-12.

Signed: _____

Name: Gerard Falls

Title: Superintendent, H.Y.P.E. Leadership Academy

Date:

Sign: _____

Name: Dr. Terrence McCrimmon

Title: President of Location

Date:



04/25/2023

To Whom It May Concern:

In response to the changing climate of educational and charter management, The Romine Group is transitioning a portion of their management portfolio to that of a non-profit charter management organization named NC Educational Solutions.

If awarded the contract, NC Educational Solutions would serve as the CMO for H.Y.P.E. Leadership Academy. While The Romine Group has been in business for over 20 years and has a healthy and stable financial track record, NC Educational Solutions does not yet have any financial statements or 990 filings to share. It can be expected that NC Educational Solutions will maintain the same financials stability and viability that The Romine Group has proven capable of over the last 2 decades.

If there are any questions or concerns, please do not hesitate to reach out to me at (586) 246-7280 or at will@trgschools.com.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'W Kneer', with a long horizontal flourish extending to the right.

Will Kneer
Vice President
NC Educational Solutions
The Romine Group



Signature Page

The foregoing application is submitted on behalf of H.Y.P.E. Leadership Academy. The undersigned has read the application and hereby declares that the information contained in it is true and accurate to the best of his/her information and belief. The undersigned further represents that the applicant has read the Charter School Law and agrees to be governed by it, other applicable laws, and SBE regulations. Additionally, we understand the final approval of the charter is contingent upon successful completion of a mandatory planning year. Per SBE policy "Planning Year for New and Preliminary Charter Schools – CHTR 013, all new nonprofit boards receiving a charter must participate in a year-long planning program prior to the charter school's opening for students. The planning year provides an applicant time to prepare for the implementation of the school's curricular, financial, marketing, and facility plans. During this planning year, regular meetings are held with the Board of Directors and consultants from the Office of Charter Schools to provide information on the following topics: school opening plans, staff development, finance, governance, board training, marketing, policies and procedures, securing a school site, and hiring a school administrator. Final approval of the charter will be contingent upon successfully completing all of the planning program requirements.

Print/Type Name: Robert "Jason" Poole

Board Position: Treasurer

Signature: [Handwritten Signature]

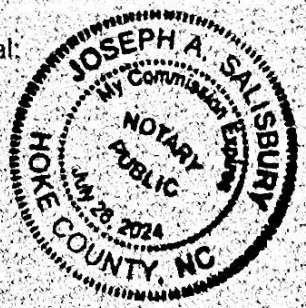
Date: 4/27/23

Sworn to and subscribed before me this 27 day of April, 2023.

Notary Public: [Handwritten Signature]

My commission expires: July 28 2024

Official Seal:



Staff Handbook

DRAFT

Table of Contents

Section 1: Staff Information, Procedures, & Responsibilities Outside the Classroom

Section 2: Staff Information, Procedures, & Responsibilities Inside the Classroom

Section 3: Special Services at H.Y.P.E. Leadership Academy

DRAFT

Section 1

Staff Arrival & Departure Times

All staff members will need to arrive at school no later than 7:30 AM. Departure time is no earlier than 3:30 PM. Staff members are to dismiss their students and monitor the hallways until 3:30 PM. You are not required to punch in/out; however, it is expected that you follow these guidelines unless special arrangements have been made with the school's administrator.

Staff Dress Code

H.Y.P.E. Leadership Academy staff members are required to present themselves in a professional and neat manner at all times. It is important for us to model professional attire and good hygiene to our students. Staff members are to dress in casual attire on Mondays-Thursdays unless his/her job description requires otherwise (Dance teacher, custodial staff, etc.). The following articles of clothing are **NOT** permitted:

- Shirts exposing midriffs**
- Jeans with holes**
- Low-cut blouses**
- Muscle/tank shirts that show undergarments**
- Above finger-tips skirts**
- Shorts**
- Flips flops**
- Political or controversial statement apparel**

On Fridays, all staff members are encouraged to participate in Spirit Days, which allows staff to wear H.Y.P.E. Leadership Academy polo shirts, t-shirts, sweatshirts, jeans, and tennis shoes. Staff members may also participate in school fundraisers that allow students to “dress down” as well as dressing in costumes for a celebration.

Health Benefits

Information related to COBRA, medical/dental/vision coverage, Family Medical Leave Act, and Short-term disability for the current academic year can be found in The Romine Group's handbook. For any other questions, please contact Joe Salisbury.

Pay Day

Staff members are paid twice each month through direct deposit, or if requested, paper check. This typically takes place on the 15th and 30th. If the 15th and/or 30th of the month occurs on a weekend or holiday, the pay day will be adjusted to the previous Friday.

Staff Meetings

Staff committee meetings will be held monthly on the 3rd Thursday. Please consult the schedule of staff meetings on the 2025-2026 calendar before scheduling after-school activities.

Note: There may be additional meetings called after school as needed throughout the school year. These meetings are **mandatory** unless special arrangements have been made with the school director.

Protocol when School Director is Absent

When the School Director is absent, the building should operate as usual. Behavior problems that are immediate, that cannot be handled through the typical procedure, will be handled by the dean of students for the specified grade level. Any and all emergency medical treatment will be followed by consulting the student's emergency medical information in the main office and following up with the treatment that best fits the situation, such as calling the paramedics and parents.

Grievance Procedures for Nondiscrimination

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when they feel as though they have been discriminated against or denied equal opportunity or access to programs or services. These guidelines can be found on the following pages.

Employee Grievance Procedure

The following procedure is to be used for Employee-to-Employee grievances.

Step 1: Attempt to privately resolve grievances.

Request a face-to-face meeting with the employee with whom you have a grievance and attempt to resolve the issue. If no resolution results from this meeting, proceed to step 2. A third party may be present if agreed upon by both parties.

Step 2: Meet with School Director

Request a meeting with the school's School Director to discuss the issues. If no resolution occurs after this meeting, proceed to Step 3. The complainant and respondent must both be present at this meeting with the School Director. The School Director shall provide a written summary of the issue with information from both parties, and a written Action Plan with his/her recommendations and requirements to resolve the issue.

Step 3: Meet with Superintendent

The complainant shall submit a written detailed account of the grievance which includes supporting documentation, any policy or procedure violations, and a goal of resolution to the Superintendent. After submitting a written detailed account of the grievance including supporting documentation and meeting with the Superintendent, the complainant and/or respondent may next submit a written detailed account to the Board Chair. The complainant and respondent have the right to request an alternate Board representative be appointed if a conflict of interest can be proven between either party and the Board Chair. The complainant's written account shall in turn be shared with the respondent(s) by Superintendent within three (3) business days of receipt. The Superintendent retains the right to distribute this letter to the involved parties. Any documents provided by the complainant and respondent shall not be distributed to any third party, other than respective legal representation, as these are part of a Personnel record. The Superintendent may schedule mediation between the parties involved with the grievance. The mediator shall be screened for conflicts of interest and selected by the Superintendent/Board Chair. The mediation session shall be scheduled with a professional mediator at the time and location designated by the Superintendent/Board Chair. All appointments shall be kept by the involved parties. An agreed upon resolution reached during

the mediation session shall be signed by all parties and followed by all parties. The agreed upon, signed resolution shall be provided to the Superintendent and Board Chair. The Superintendent will determine if further action shall be taken. If no signed resolution is reached within 10 days after the mediation session the Superintendent shall proceed to Step 4.

Step 4: Presentation to the Director of People Services for The Romine Group. The director may determine the need for a hearing. If no resolution is reached during Step 3, a hearing is mandatory. This hearing shall take place within twenty-one (21) calendar days of receipt of the grievance letter from the complainant or within fourteen (14) days from conclusion of mediation. Present at the hearing shall be the complainant and respondent as well as the Superintendent and Board Chair. The hearing procedure is as follows: a) The complainant presents his/her grievances. (Content outside that of the original complaint and document shall not be heard or considered.) b) The respondent is given time to respond. c) The Board Chair and the Superintendent shall be given time to ask questions as needed. d) The complainant and respondent shall be dismissed. e) The Board Chair, TRG director, and Superintendent shall deliberate and write a recommendation.

Step 5: Within five (5) business days, the Board Chair shall send its recommendation to the Board. The Board agenda shall indicate a closed session for a Personnel matter during the next scheduled meeting, or the Chair, Vice Chair or two (2) board members can call a special meeting for the closed session if time is a concern. The board shall deliberate on the recommendation. If the recommendation is approved, it shall be implemented and the process shall be finished. If the board rejects the recommendation, the grievance shall be re-heard by the board in the same format outlined above in Step 4. Immediately following this hearing in a closed session, the board shall deliberate on a new resolution and decide by majority vote.

- Addendum
 - Documentation: All documents shall be placed in the personnel records of the complainant and respondent. This includes the original complaint and response, and where applicable, the School Director's Action Plan, any documents provided

by the mediator, recommendations by the board, any signed resolutions and any action taken by the board.

- Exceptions to this Procedure: In instances where the grievance involves a threat of physical harm, sexual harassment, improper conduct with a student or other circumstances that involve an immediate response, the grievance shall be taken to the School Director, who will in turn notify the Board of Directors. If a grievance involves the School Director, it shall be taken directly to the Superintendent, Board Chair, or a Board Member. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions that any employee may bring directly to the School Director. This conduct may result in direct disciplinary action from the School Director and/or Superintendent: Violation of State or Federal Law; Theft or inappropriate removal or possession of property; Falsification of timekeeping records; Working under the influence of alcohol or illegal drugs; Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment; Fighting or threatening violence in the workplace; Negligence or improper conduct leading to damage of employer-owned or customer-owned property; Insubordination or other disrespectful conduct; Violation of safety or health rules; Smoking in prohibited areas; Sexual or other unlawful or unwelcome harassment; Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace; Unauthorized use of telephones, mail system, or other employer-owned equipment; Unauthorized disclosure of confidential information; Violation of personnel policies; Violation of NC Educator Code of Ethics; Violation of NC Educator Code of Professional Practices and Conduct. In such cases where the School Director and/or Superintendent and/or Board determine that swift action is required or termination may be considered by the board, the Employee Grievance Procedure may not be followed.

School Closings

In the event that school needs to close, staff will be notified as soon as possible by School Administration, via **text message**. Please contact the office manager if you cannot accept text messages. Also, please notify the office manager of any phone number changes as soon as possible.

Reimbursements

Personal Purchases for School:

If you spend personal money on items needed for school use, with the permission of the Director of Business, you are entitled to reimbursement. In order to receive the reimbursement, you must turn in the original OR a photocopy of the original receipt attached to the Director of Business.

Supplies

At the beginning of each year, teachers of H.Y.P.E. Leadership Academy will be given a classroom budget to purchase supplies for the classroom. Teachers will need to submit receipts/invoices AND an inventory list as proof of purchases made with the classroom budget money. The inventory list should contain detailed descriptions of items purchased. All items purchased with classroom budget money are property of H.Y.P.E. Leadership Academy and are not to be kept as personal property if employment at H.Y.P.E. Leadership Academy ends. Classroom supply lists are due by the end of the first trimester.

Planning Periods

Planning periods are a wonderful time for both staff and students. Take advantage and get things accomplished for work, such as planning, phone calls, etc! Teachers are not required to stay on the school's campus, but they must sign out with the Office Manager when they leave the building and sign-in when they return to the building. There will be some instances where meetings, such as MTSS, IEP, and parent-educator conferences will be scheduled during planning periods. These meetings will be planned as far in advance as possible.

Lesson Plans

Lesson plans must be submitted weekly via Google Drive by 3:30 PM each Friday.

Personal/Leave Days

All educators are given 10 personal/leave days for each academic year. Personal/leave days include time taken off for medical reasons. A planned absence needs to be pre-arranged with the Office Manager and the staff members assigned administrator by completing the personal day request form (found on the Google Drive) at least 2 weeks in advance, if possible, and submitting it to the Business Director. This form acts as both a request form for the staff members assigned administrator, as well as a substitute request. If there are already 3 staff members that have requested a day off prior to your request, the Director of Business will notify staff by email to inform them that the day has been “Blocked Out” for any non-medical or personal emergency. For non-medical or personal emergencies, each staff member is responsible for securing their own substitute. However, if there is a medical or personal emergency, the Office Manager and Director of Business will secure the substitute for the staff member. Personal/Leave Days are not meant to be used for personal travel plans that include consecutive school days off.

In the event of an unplanned absence, a personal day request form will be completed on a staff member’s behalf and placed in their school mailbox for a signature upon return. If you have days remaining at the end of the current academic year, you may carry over no more than 10 days to the next academic year, or you may receive monetary compensation for those unused days.

Substitute Teachers

When a teaching staff member is not in the building, a substitute teacher will be in place of you. It is each teacher’s job to make sure that the substitute teacher can smoothly assume his/her role regardless of a planned or unplanned absence. In an effort to accommodate subs, each teacher is expected to keep an up-to-date Substitute Teacher Folders on Google Drive. These folders must contain an up-to-date weekly specials calendar, the day(s) lesson plans (for planned absences), emergency lessons (for unplanned absences), extra activities (for any situation), a current seating chart, drill procedures and schedule, daily report sheet, and a special student information form. Emergency lesson plans are due by the end of the second

week of the academic year. Also, once emergency plans have been used, educators have one week to replace them for future emergency situations.

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Board Meetings

Meetings of the H.Y.P.E. Board of Directors are held the 3rd Monday of every month at 5:15 PM.

Teachers are encouraged to present/show off something their students have learned in class at these meetings. This can be anything, like a song, dance, skit or academic presentation. The time can range anywhere from 5 to 10 minutes. Teachers who wish to present to the board should get approval from the Administration Team prior to the board meeting.

Parent Communication



Grade levels/teams must send weekly communications to parents/guardians through ClassDojo summarizing upcoming learning, important due dates, and other special announcements.

Special Events Scheduling

When planning a special event that will require a room or rooms after school, staff must contact the Office Manager in advance for permission and to reserve the site(s) needed. By doing this, you have also requested that the event date and time will be published on the staff calendar.

Theater Sign Out

The theater can be signed out by a staff member for use throughout the school day when the theater teacher is not utilizing the space for instruction. If you would like to sign-out the theater, whether before or after school hours, first contact the theater and Film instructor and then email the Office Manager to request that the event be added to the Staff calendar.

Gym Sign Out

The gym can be signed out by a staff member for use throughout the school day when the gym teacher is not utilizing the space for instruction. If you would like to sign-out the gym, whether before or after school hours, first contact the gym and Film instructor and then email the Office Manager to request that the event be added to the Staff calendar.

Cafeteria Sign Out

The Cafeteria can be signed out by staff for use throughout the school day. Staff will use the Cafeteria Sign-Out Form to reserve cafeteria space. All staff will be required to view the Cafeteria Sign-Out Form spreadsheet in order to avoid double booking. Administration reserves the right to modify reservations in case of a special need. This modification will be communicated directly with relevant staff member(s) ahead of time in writing.

Fundraising!

To hold a fundraiser for any educational related expenses , you must contact the School Director. These expenses can include classroom supplies, field trips, or other approved educational activities, programs, supplies, or equipment.

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Section 2: Staff Information, Procedures, & Responsibilities Inside the Classroom

Hall Monitoring/Threshold

Before school, after school, and in-between classes is a vulnerable time when a lot of negative behavior can occur. ALL educators must monitor hallway activity from 7:30-7:50 AM and during passing time, while “thresholding”. After school, staff members should assist in monitoring the hallways until 3:20PM. Thresholding refers to standing by the entry to the classroom and greeting and directing students as they enter the classroom. This skill is part of the Teach Like a Champion program that teachers at H.Y.P.E. Leadership Academy receive ongoing professional development and support in.

Recess & Playground Procedures

Recess is mandatory and can provide relief for teachers and students by allowing extra energy to be expended. Grade-level teachers will **actively** supervise recess. If the weather is unruly or the temperature is below 40 degrees Fahrenheit, the students must have indoor recess in the classroom. Weather permitting,; students will have outdoor recess on the playground. During that time, there are a few rules that need to be enforced by the supervising staff members. Students from grade levels that extend more than a few years should not play together. Also, all contact games or sports are prohibited. Examples of contact games and sports include Red Rover, Tackle Football, DodgeBall, etc. Remember, recess should be done during your scheduled time. Other times are only allowed with approval from the School Director.

Morning Announcements

Each morning, the Pledge of Allegiance and “No Taunting” Pledge will follow morning announcements. Morning announcements will include all extra-curricular activities, upcoming events, fundraiser information, etc. Any special announcements you would like made should be requested in writing and given to the School Director.

Weekly Pledge

Each school day, an assigned educator will select no more than three students and send them to the office before 7:50 AM to say the pledge for the school.

Attendance

School attendance is an incredibly important responsibility for ALL teachers. Attendance records directly affect the way in which H.Y.P.E. is funded and should be a top priority for all those involved.

1. Attendance is recorded in PowerSchool and submitted before 8 am.
2. Tardies are recorded in PowerSchool. Tardy students have to have a parent sign them in online in the main office after 7:50 AM. Front office staff will update and document tardies.
3. When a student turns in proof of an excused absence or absences, it is the responsibility of the office manager to change the status to excused in PowerSchool. Any attendance disagreement (excused vs. unexcused) will be verified by an Administrator, if needed.
4. For other attendance codes, please refer to PowerSchool.

*****All teachers must take attendance every day and every hour, if applicable. This is very important!*****

□

Truancy Letters and Process

ATTENDANCE PROCESS /TRUANCY:

1. A letter from the **Counselor** will be sent to the student's parent/guardian on the third unexcused absence to notify them of a concern. **(Teachers must notify the Counselor once the student reaches the third absence)**
2. A letter from the **Counselor** to schedule a mandatory conference between the teacher and the student's parent/guardian will be sent upon the sixth

unexcused absence. If the parent/guardian does not attend the conference, the student will be referred to the designated administrator. **(Teachers must notify the Counselor & administrator once the student reaches the sixth absence)**

3. If the student reaches ten unexcused absences, the **Counselor** will contact the Fayetteville Police Department Truancy Officer. The student may also be retained in the current grade level due to lack of formal instruction and/or they may be permanently removed from H.Y.P.E. Leadership Academy due to lack of attendance.

Note: 5 Late Arrivals = 1 absence
5 Early Dismissals = 1 absence

Textbooks

At the beginning of each academic year or trimester, textbooks may be distributed to students. It is the responsibility of the teacher 1) to make sure that all textbooks issued by them are checked for their present condition and 2) to label each book with a number identifier. Attached to this page is a textbook log sheet and a letter that will be issued to parents in the event a textbook is destroyed, lost, or stolen. Teachers will need one log sheet for the entire class per textbook. The textbook letter indicating missing or damaged books needs to go out immediately following the textbook collection. Teachers must inform the main office of missing items, so records can be held, and parents/guardians notified over summer break if necessary. A copy of the textbook log sheet for every book distributed should be given to the team leaders.



Dear Parent(s)/Guardian(s),

Your child, _____, has misplaced
(Student's name)

and/or damaged the textbook(s), _____.
(Title of textbook(s))

Before any school records, including report cards, can be

forwarded to you, the sum of \$_____ must be paid

to the school to replace the missing or damaged book.

Please make all payments to the main office. Thank you

for your cooperation in this matter.

Sincerely,

(Teacher's name)

Documentation

Educators must keep up-to-date documentation on each child in a student file. Each educator may use any system that works best for him/her, but all documentation should be in a documentation binder and include a student documentation sheet, found on the Google drive. This sheet should be used to keep records of noteworthy behavior on behalf of the student, observations made in the classroom, or correspondence with the student or his/her guardian.

Student Portfolios

Educators are required to designate a space in their classrooms/Google Drive where student portfolios will be kept. Portfolios will follow the students throughout their academic career at H.Y.P.E. Leadership Academy. Please refer to the "Portfolio Checklist" in front of each student's portfolio to determine what documents you are required to put in the portfolio. The portfolios will be boxed up at the end of the academic year and stored for the next year's teacher. Educators will find a portfolio cover sheet that should be placed in the student portfolio on the next page.

Educators are required to fill out an Individual Student Plan (ISP) for each student in your classroom. Assessments, test scoring, goals, etc. will be included on the ISP for each student and placed in their portfolio. A blank copy of the ISP, along with the Student Entry Log and Portfolio Checklist can be found on the Google drive.

Homework

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when assigning homework. These guidelines can be found on the following page.

HOMWORK.

The following guidelines have been developed to assist School Directors in working with staff to establish appropriate homework assignments:

- A. All homework assignments should have a specific purpose related to the learning objectives of a program or course.
- B. Homework assignments should be appropriate to the grade level and the abilities of the students involved.
- C. Assignments should involve the application of knowledge, reinforcement of communication, research and other skills, and should provide experiences that strengthen attitudes and allow for creativity.
- D. Punishment assignments should never be given.
- E. The purpose of homework, in terms of the goals of a program, should be clear to the student when assigned, the work corrected when returned, and both the strengths and weaknesses of his/her work communicated in ways that provide for improved performance.
- F. As part of the process of using homework as a learning tool, students should be involved in learning how to critique their own and each other's work based on clearly-defined criteria related to the particular program or course of study.
- G. The time limits for the completion of homework should:
 - 1. be reasonable and consistent with the nature of the assignments given; 10 minutes per grade, with an additional amount of time set aside for reading each night (example: 2nd grade would give no more than 20 minutes of homework, 3rd grade would give no more than 30 minutes of homework)
 - 2. provide for interim appraisal of progress where assignments involve blocks of time;
 - 3. include a reasonable time for the make-up of missed homework assignments and/or improvements based on teacher comments.
- H. Parents should be made aware of the School's homework guidelines as well as the way each of their child's teachers will be using homework as a learning activity.

Report Cards

At the end of each trimester, report cards need to be completed using *PowerSchool*. One copy of each report card will be sent to each teacher via the Director of Business. The original copy is to be given to the parent(s)/guardian(s) of the student.

Report cards will be distributed three times yearly. The first two report cards will be given to the parent(s)/guardian(s) at Parent-Educator Conferences. Report cards left at the end of conferences are to immediately be turned over to the main office. Parent(s)/Guardian(s) not attending conferences will have to meet with the school's administrator to obtain the report card. The report card deadlines for the current academic year can be found on the current year school calendar.

Grades must be updated weekly in *PowerSchool* for parents/guardians to view online. It is imperative that immediate contact is made with a parent to discuss missing and/or incomplete work.

Mid-Term Progress Reports

Halfway through each trimester, homeroom teachers will create progress reports using *PowerSchool*. The progress report must be signed by a parent/guardian and returned to the homeroom teacher by a designated date.



Conferences

Parent-Educator Conferences will be held twice each year following the first and third quarter reporting periods. These conferences ensure teachers are communicating with their students' families, as well as getting parent's feedback through the completion of the parent survey. Parents may not exit the building without first having completed their surveys.

A few weeks prior to conferences, the educator will share a conference schedule with parents/guardians on ClassDojo allowing parents to sign up for times that are best convenient for them. Sign-up sheets for the current academic year can be found on Google drive. Conference reminder forms can be found on the Google drive as well, and need to be sent out confirming the meeting.

Conferences should be limited to 15 minutes each. At this time, the report cards and marking period awards for the previous trimester will be distributed. These conferences are mandatory for both parents and educators and should take place on the scheduled dates unless special arrangements have been made and approved by the school's administrator. Parents that do not sign up or show up for a conference will then have to meet with the school's administrator to obtain their child's report card. Educators must turn in all undistributed report cards to the main office at the end of conferences along with a completed attendance log (found on the Google drive) and all parent surveys (blank or completed).

Retention

The decision to NOT promote a student to the following grade level is a serious decision. Educators should discuss any behavior and/or academic problems with a student in their department meetings. If the teacher decides that retention is the best choice for the student's well-being, a meeting will be scheduled with the parent(s). An open discussion will take place, and the final decision for retention will be made. It should come as no surprise to the parent that this is a possibility based on parent/educator communication, discussions at conferences, progress reports, report cards, and the sending of the retention letter, found on the following page of the handbook. The school reserves the right to make the final decision. It is the hope, however, that the school and home are in agreement and see the retention as an important and positive decision for the student's future.

Promotion

A learner will be promoted to the succeeding grade level when s/he has:

- A. In the opinion of the professional staff, s/he has achieved the instructional objectives set for the present grade according to the North Carolina Standards and Benchmarks and has assessment data and graded material to show met objectives.
- B. Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.
- C. The continuity of instruction has not been affected by excessive absences due to illness, or serious accidents and attempts have been made by SCHOOL ABRV staff and administration solve this problem.
- D. Unless other unique reasons to the individual situation suggest retention:
 - A student with an active IEP (Individual Educational Plan) will be given separate consideration for retention than a general education student by the student's IEP team. A special education student (in most cases) will not be retained based on his or her disability.

School Assemblies

Throughout the academic year, there will be several assemblies. Assemblies are scheduled to educate and entertain our student body, as well as kick-off fundraisers that are important to improving H.Y.P.E. Leadership Academy. Please check your email for the dates of assemblies.

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PBIS Coins

Students can earn digital PBIS Coins through ClassDojo for the following reasons:

- Making a good choice
- Showing extra school spirit
- Going above and beyond the call of duty
- Being a H.Y.P.E. team player
- Being Respectful
- Being Responsible
- Being Safe

Photography in the Classroom

H.Y.P.E. Leadership Academy staff members are required to be aware of which students can or cannot have their pictures taken in school. This is indicated on the Emergency Form that is filled out at the beginning of the year, as well as the student handbook signature sheet that the students are required to return. The teacher also has the option to send home a Media Release Form, found on Google drive. This is also requested from students at the time of enrollment and if it is on file, can be located in the cumulative folder.

All media equipment (TVs, VCRs, DVDs, movies, LCD projectors, etc.) will be stored in the Technology room. All equipment is made available for all staff members to use. To reserve a machine for a designated date(s) and time(s), please see the technology teacher. The technology equipment sign-out will be overseen by the full-time technology teacher. Media equipment may not be taken out of the Technology room unless first signed out. This way an inventory on all of our machines can be completed at any given time.

All films shown must be pre-approved by the school's administrator, preferably 2 weeks before the intended viewing. Please submit a Film Request, found on the Google drive, to your supervising vice School Director. Films may not be used for reward purposes. There must be a curricular relevance for showing them.

Positive Reinforcement

Educators are required to communicate a minimum of one positive thought for each of their students throughout the school year via a postcard, letter, telephone call, etc (BE CREATIVE). Back to school postcards do not count. All positive reinforcement that takes place outside of school time needs to be documented on the student notes in the ABE system. This little bit of positive reinforcement will go a very long way!

Field Trips

Each classroom teacher is required to fill out a field trip request form. It is located in the current year shared folder. Field trip forms should be submitted to the Assistant School Director or designated administrator at least 2 weeks in advance.

SEARCH AND SEIZURE

Pursuant to Board Policy 5771, the following guidelines shall be used when school administrators have reasonable suspicion that a student may have in his or her possession evidence that a specific rule or law has been violated:

- A. All requests or suggestions for the search of a student or his/her possessions shall be directed to the School Director or the person in charge of the students while out of the School.
- B. Wherever possible, before conducting the search, the building administrator shall notify the student, request his/her consent to the inspection if other than his/her locker, and inform the student that s/he may withhold consent. Such consent, if offered, shall be given voluntarily and with the knowledge that it could have been withheld. The School Director shall conduct the search, however, with or without the consent.
- C. Wherever possible, an adult third party shall be present at any search of a student or his/her possessions.
- D. The School Director may conduct a student search upon reasonable suspicion to suspect the presence of an illegal or dangerous substance or object or anything contraband under school rules.
- E. The School Director shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object is taken from a student, whether during a student search or otherwise.
- F. Wherever possible, the student shall be present at any search of his/her possessions.
- G. The School Director shall be responsible for the prompt recording of each student's search. The record shall be in writing and shall include the reasons for the search, the persons present, the objects found, and the disposition made of them, and shall be kept in a secure location in his/her office.

Whenever the search is prompted by the reasonable suspicion that

possession of a substance or object immediately threatens the safety and health of the student or others, the School Director shall act with as much speed and dispatch as is required to protect persons and property in the school while keeping clearly in mind the student's rights and the potential consequences of inappropriate or hasty action.

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Reasonable Suspicion

As used in this section, “reasonable suspicion for a search” means grounds sufficient to cause an adult of normal intellect to believe that the search of a particular person, place, or thing will lead to the discovery of evidence that the student:

- A. has violated or is violating a rule or behavioral norm contained in the student handbook;
- B. has violated or is violating a particular law;
- C. possesses an item or substance which presents an immediate danger of physical harm or illness to students and staff or School property.

Lockers and Other Storage Areas Provided for Student Use

A. All lockers and other storage areas provided for student use remain the property of the School. These lockers and storage areas are subject to inspection, access for maintenance, and search pursuant to these guidelines. A student using the locker or storage area has, by statute, no expectation of privacy in that locker or storage area or the contents contained therein (See Form 5771 FI). In the course of any search, student’s privacy rights will be respected regarding any items that are not illegal or against Board policy. No student shall lock or otherwise impede access to any locker or storage area except with a lock provided by or approved by the School Director. Unapproved locks will be removed and destroyed.

B. The School Director may search student lockers and storage areas and the contents contained therein at any time for any justifiable reason.

C. The School Director may, at any time, request assistance of the law enforcement agency having jurisdiction over the facilities of the School. The law enforcement officer must have probable cause, however, to conduct a search of the lockers and storage areas and the contents contained therein.

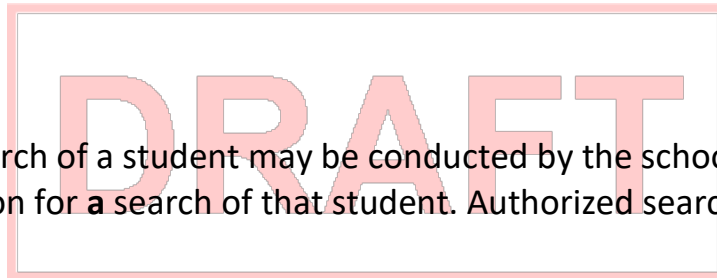
Desks and Other Storage Areas

A desk or any other storage area in the school provided for student use as well as the contents contained therein may be searched when the School Director has reasonable suspicion for a search.

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- A. Any vehicle brought on School premises by a student may be searched when the School Director has reasonable suspicion to justify the search.
- B. One of the conditions for granting permission for a student to bring a student-operated vehicle onto school premises is written consent by the student driver, the owner of the vehicle, and the parent of the student to allow a search of that vehicle. Refusal by any of the parties to provide or allow access to a vehicle at the time of a search request shall be cause for terminating the privilege without further hearing.
- C. Searches of vehicles of staff members or visitors shall be conducted by law enforcement personnel.

Student



- A. The personal search of a student may be conducted by the school director when s/he has reasonable suspicion for a search of that student. Authorized searches of the student's person are:
 - 1. the student's pockets;
 - 2. purses, briefcases, or any other object in the possession of the student;
 - 3. a "pat down" of the exterior of the student's clothing and the removal of any item identified;
 - 4. removal of an article of exterior clothing such as a jacket.
- B. Strip searches are to be conducted only by law enforcement personnel.
- C. Personal searches shall be conducted in a private room by a person of the same gender as the student and designated by the school director. At least one (1) but not more than three (3) additional staff members of the same gender as the student being searched shall witness but not participate in the search.

At the request of the student to be searched, an additional person of the same gender as the student designated by the student, and then reasonably available on school premises, shall witness the search. The student's parents shall be notified of the search as soon as reasonably possible.

Use of Breath - Test Instruments

The school director may arrange for a breath test for blood-alcohol to be conducted on a student whenever s/he has individualized reasonable suspicion to believe that the student has consumed an alcoholic beverage.

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The school director shall first attempt to contact the appropriate law enforcement agency and arrange for it to conduct the test. If that is not possible, the following procedure should be used.

- A. Take the student(s) to a private administrative or instructional area on school property and have at least one other member of the teaching or administrative staff present as a witness to the test. If the student refuses to take the test, inform him/her that refusal to participate leaves the observed evidence of alcohol use un-refuted which will lead to disciplinary action. Allow the student a second opportunity to be tested, and if s/he refuses again, ask the student to sign a refusal statement. Regardless of whether or not s/he signs, prepare a written report of the incident.
- B. The purpose of the test is to determine whether or not the student has consumed an alcoholic beverage. The amount of consumption is not relevant, except where the student may need medical attention.
- C. The person who administers the test must be properly trained in the use of the instrument and must determine if the instrument is in proper calibration and working order.
- D. If the instrument provides only a visual indication of the result, make sure the result is confirmed by all the witnesses present and by the student. Make a written record of the instrument serial number or identifier; the test result; the date, time, place of the test; the students' names; and the names of the witnesses.
- E. If the instrument provides printed evidence, attach the print-out to the written record.
- F. If the result indicates a violation of school rules as described in the student handbook, follow the disciplinary procedure described in the handbook.
- G. If a staff member accompanying students on a school-related activity off school grounds has individualized reasonable suspicion to believe that a student has consumed an alcoholic beverage and no test instrument is available, s/he should make a written record of all facts upon which an opinion that the student has consumed an alcoholic beverage is based. Since the staff member is responsible, under law, for the welfare of a student who may be

intoxicated, s/he should ensure that the student is properly supervised until returned to the custody of his/her parents or a law enforcement official.

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Use of Dogs

The Board has authorized the use of specially-trained dogs to detect the presence of drugs and devices such as bombs on school property under the following conditions:

- A. The presence of the dogs on school property must be authorized, in advance, by the School Director or be pursuant to a court order or warrant.
- B. The dog must be handled by a law enforcement officer or a contracted person specially trained to safely and competently work with the dog.
- C. The dog is represented by the Sheriff or Chief of the law enforcement agency providing the service as capable of accurately detecting drugs and/or devices.
- D. The dog will be allowed to examine a student's possessions, including vehicles.
- E. The dog may be allowed to examine school property such as lockers as permitted by the School Director. Any limitation as to areas of school property to be examined by the dog shall be established by the School Director at the time the use of dogs is authorized.

Method of Search

The scope of any search should be limited by the reasonable suspicion that motivated the search. If an item is found that leads to a reasonable suspicion that additional, correlated items may also exist, the search may be extended. If the initial search produces no evidence of contraband, there should be no extension of the search based on simple curiosity.

Items Found

Anything found in the course of a search which is evidence of a student violation of school rules or Federal/State laws may be seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and, kept in a secure place by the School Director until it is presented at the hearing. It may also be turned over to any law enforcement officer after proper notation and receipt.

Corporal Punishment

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when managing behaviors before, during, and after school. These guidelines can be found on the following pages.

OFFICE OF THE SCHOOL LEADER
H.Y.P.E. Leadership Academy

STUDENTS

ALTERNATIVES TO CORPORAL PUNISHMENT

Board policy defines corporal punishment as the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline. School personnel shall not threaten to inflict, inflict, or cause to be inflicted corporal punishment on any student.

Staff members shall not:

- A. hit, strike, grab, punch, or inflict other bodily pain on a student;
- B. restrict a student's movement by binding or tying him/her unless specified in an I.E.P.;
- C. deprive a student of meals, snack, rest, or necessary toilet use;
- D. confine a student in an enclosed area such as a closet, locked room, box, or similar cubicle;

cause any of the above to occur.

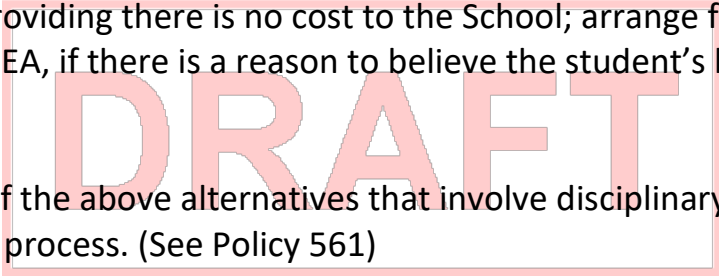
Staff may, however, provide for a "time-out" area as a disciplinary procedure.

The following alternatives to the use of corporal punishment are recommended. As formerly with corporal punishment, these alternatives should also be viewed as last resort

options when well-executed school and classroom management practices have not been effective. The School Director has the authority to:

- A. deny participation in a special school and/or non-curricular related activities;
- B. assign in-school, restriction or Saturday school;
- C. assign out-of-school suspension;
- D. confer with parents on sanctions which will be established both at school and at home or contractual agreements whereby the student commits to self-controlling behavior; refer the student to a School counselor, a social worker, psychologist, and/or clinical specialists
- E. coordinate School services with social service agencies such as Public Health, Social Services, Mental Health, etc., and/or with private institutions or agencies offering related appropriate services, providing there is no cost to the School; arrange for a proper evaluation under Section 504 or IDEA, if there is a reason to believe the student's behavior is related to a disability.

It is essential that any of the above alternatives that involve disciplinary actions be conducted in accordance with due process. (See Policy 561)



Controversy in the Classroom

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with controversy in the classroom. These guidelines can be found on the following pages.

OFFICE OF THE SCHOOL LEADER
H.Y.P.E. Leadership Academy

PROGRAM

CONTROVERSIAL ISSUES IN THE CLASSROOM

The following guidelines are designed to assist teachers in the instruction of controversial issues in the classroom:

- A. When a controversial issue is not part of a course of study, its use in the classroom must be approved by the school director.
- B. Before introducing a controversial issue, teachers should consider:
1. the chronological and emotional maturity of the students;
 2. the appropriateness and timeliness of the issue as it relates to the course and the students;
 3. the extent to which they can successfully handle the issue from a personal standpoint;
 4. the amount of time needed and available to examine the issue fairly.
- C. When discussing a controversial issue, the teacher may express his/her own personal position, as long as s/he makes it clear that it is only his/her opinion. The teacher must not, however, bring about a single conclusion to which all students must subscribe.
- D. The teacher should encourage student views on issues as long as the expression of those views is not derogatory, malicious, or abusive toward other student views or toward a particular group.

E. Teachers should help students use a critical thinking process such as the following to examine different sides of an issue:

For each stated position:

1. What is the person (group) saying?
2. What evidence is there that what is being said is true?
3. What is said that would lead you to think the position is valid?
4. What are the strengths and weaknesses of this position?
5. What do you think would happen if this point of view was accepted and was put into practice?

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Emergency Procedures/Drills

All emergency procedures must be printed and kept in a readily accessible location within the room. Emergency procedures must be kept in a folder. The school's emergency map must be posted in the room near the door.

Fire Emergency:

Fire alarm sounds -all staff, students and families report to outside grounds.

- Single file line (if restroom in room, check for students).
- No Talking.
 - Close all doors and windows.
- Nearest Exit (not to cross through a fire door).
- Take Attendance.
- All Present-**Green** Card showing, Someone missing, extra students, injured student-**Red** Card showing.
- Wait until "clear signal" from the administration.
- Proceed back to the building.
- Single file line.
- No Talking.
- Count for all students returned.
 - Please follow the map to know which doorway to exit the building from.

Tornado/Severe Weather Emergency:

An announcement will be made that says, "Severe weather alert."

- Single file line (if restroom in-room check for students).
- While students are lining up, open windows.
- No Talking.
- Students sit facing a wall, knees crouched, head covered by hands.
 - If you hear a second announcement (the tornado is closer), assume "tucked" position with hands over head
- Take Attendance.
- All Present-**Green** Card showing, Someone Missing, extra students, injured student-**Red** Card showing.
- Wait until "clear signal" from administration.
- Single File back to class.
- No Talking.
- Count for all students returned.

Bomb Threat Emergency:

Fire Alarm will sound –all staff, students and families report to outside playgrounds.

- Single file line (if restroom in-room check for students).
- No Talking.
- Nearest Exit.
- Take Attendance.
- All Present-**Green** Card showing, Someone Missing, extra student, injured student-**Red** Card showing.
- Wait until “clear signal” from administration.
- Proceed back to the building.
- Single file line.
- No Talking.
- Count for all students returned.

Lockdown Emergency:

Lockdown entire building

An announcement will sound; **“CODE RED”**

- Gather students into the closest classroom in a corner away from doors and windows.
- No Talking.
- Lock Doors.
- Take Attendance as quietly as possible.
- Hang in door window. If someone is missing, extra student, injured student-**Red** Card showing. Do not use the green card for this drill.

DO NOT allow ANYONE into your room for ANY reason after your students have been accounted for (i.e., Police, School Director, etc.) ONLY open your door after you have heard the following message, “Code Red is finished.”

Partial lock-down

Lockdown of just the exit doors

An announcement will sound; **“CODE BLUE”**

- Classes proceed as usual
- No one can exit or enter the building.

ONLY allow students to leave or enter the building after you have heard the following message, “Code Blue is finished.”

EMERGENCY PROCEDURES

The primary consideration in any emergency situation must be the safety of the students and staff. At certain times, therefore, it may be necessary to ask the staff to perform “beyond the call of duty” in order to provide for the welfare of our students. In the event of an actual emergency situation, all school personnel, instructional and non-instructional, will be required to remain in the building until they are dismissed by the School Director.

EVACUATION

- A. When an emergency occurs, the School Director shall, when feasible, consult with the Education Service Provider whether or not to evacuate the school. An announcement will then be made to inform staff and students of the emergency procedures that will be followed.
- B. If a decision is made to send students home or to a predetermined site, attempts will be made to notify parents by telephone and/or by radio or TV and the public address system will be used to inform all teachers and students.

The professional and support staff members will supervise the orderly evacuation of the building.

1. If time permits, all students will go to their lockers, unlock them, take a coat if applicable, and return to class leaving lockers open.
2. The custodian will assign and instruct the members of his/her staff to positions that allow “free-flow” of traffic on and off school property.
3. Administrators and guidance counselors will report to the School Director’s office for assignment.
4. Teachers should take class rolls, including addresses and telephone numbers of students as well as emergency information.

5. Teachers will remain (or return) to their regular classrooms and remain with their students.

6. Clerical personnel will remain at their regular stations.

- C. In the case of a bomb threat, the fire, police, and sheriff's department and the appropriate staff will search the building.

Above all, it is imperative that all personnel remain calm and in control throughout the emergency.

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FIRE/TORNADO DRILLS

In accordance with State law, fire drills are to be conducted periodically, not less than eight (8) per year. If they cannot be conducted monthly due to weather, at least five (5) shall occur in the fall, and the remaining three (3) throughout the rest of the year.

Tornado/severe weather drills shall be conducted on a regular basis (at least two (2) per year) during the tornado season in accordance with AG 8420A - Severe Weather and Tornadoes. Each School Director shall prepare and distribute fire drill procedures whereby:

- A. all personnel leave the building during a fire drill;
- B. the plan of evacuation provides at least one (1) alternative route in case exits or stairways are blocked;
- C. teachers, when the fire alarm sounds, caution students to walk silently and briskly from the building to a specified location, close all windows and doors of room and turn out lights, if possible, before leaving, check to make sure any disabled students requiring assistance are being assisted properly, and conduct roll call as soon as students are at the designated location to make sure that each student is accounted for;
- D. a list is compiled of all disabled students in the building who will require assistance in exiting the building together with the assignment of a staff member or non-student volunteer in the student's classroom who will be responsible for providing necessary assistance in an appropriate manner. A person should also be designated to assist a disabled student when the evacuation signal is given and s/he is in another area of the building such as the gym, all-purpose room, or lunchroom.

The School Director shall document that each fire drill was conducted in a proper manner and submit such documentation to the School Director at the end of each school year. (See Form 8430 FI).

UNUSUAL SITUATIONS

The following situations are quite unlikely to occur, but in such an event, use the following procedural guidelines:

A. Student or staff member held hostage

1. Isolate the area. DO NOT make a P.A. announcement or sound the fire alarm. The nearest administrator will direct teachers and monitors on duty to notify teachers in nearby classes to take their students to a previously determined area.

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2. Notify the police immediately, giving as much information as possible (e.g. number of terrorists, number of hostages, types of demands being made). Police will be in charge once they arrive.

3. Notify the School Director.

4. Develop a list of casualties, if any.

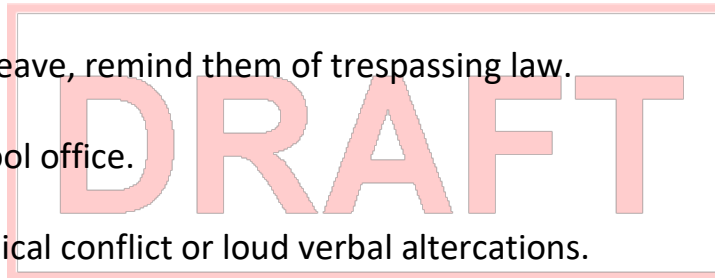
B. Intruders in building or on school property

1. Ask them to leave.

2. If they do not leave, remind them of trespassing law.

3. Notify the school office.

4. Avoid any physical conflict or loud verbal altercations.



The School Director or any staff member who is involved may notify police if intruders do not leave and/or call for the assistance of other members of the staff.

SEVERE WEATHER AND TORNADOES

Every spring the School faces the possibility of severe weather and tornadoes. Tornado/severe weather drills shall be conducted on a regular basis (at least two (2) per year) during the tornado season. The office staff is to monitor a weather-alert radio for severe weather conditions and is responsible for setting up procedures for notifying staff and students about severe conditions and maintaining proper safety.

Tornado Watch

A tornado watch is a forecast of the possibility of one (1) or more tornadoes in a large area. When a tornado watch is in effect, the School will continue normal activities but move recess and Dance activities indoors. Staff will be responsible for continuously monitoring the watch while students are in the building or on the premises. School will not be dismissed early and dismissal time will be at the regular time even if the watch is still in effect.

Tornado Warning

A tornado warning signals that a tornado has been sighted and may be approaching. Staff shall open all classroom windows and doors and proceed with all students to the pre-designated tornado shelter areas and remain there with the students until further notice. Disabled students who need assistance are to be assisted by the person designated to assist them in building evacuations. No student shall be allowed out of his/her designated area unless his/her parent comes to the school and requests that the student be released. A student is to be released only to his/her parents/guardians.

Procedures

- A. A tornado-warning signal is an announcement on the public address system.
- B. All groups outside the building are to return to the School and go to their designated shelter area.

C. Proceed to predetermined shelter areas.

1. Students shall line the interior hallways as quickly and safely as possible away from glass and sit with their backs to the interior wall, knees drawn tightly to their chests, face positioned between their knees and their hands over their necks. Students in wheelchairs are to remain in their chairs with the back of the chair against the interior wall.

2. Students shall remain quiet to wait for instructions.

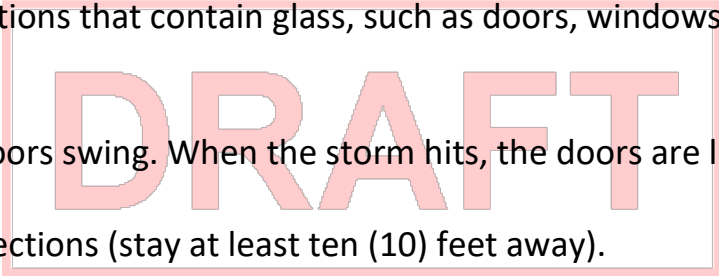
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3. Staff members shall remain alert for students who evidence signs of stress or panic, and when necessary, move such students to an area where they will not influence other students and remain with them until the all-clear signal is given.

4. The School Director shall give the all-clear signal and provide further directions.

D. Areas to be avoided.

1. Spaces that are opposite doorways or openings into rooms that have windows in the exterior walls, and areas with large roof spaces.
2. Interior locations that contain glass, such as doors, windows, display cases and the like.
3. Areas where doors swing. When the storm hits, the doors are likely to swing violently.
4. Corridor intersections (stay at least ten (10) feet away).
5. Any corridor which has the potential to become a wind tunnel.
6. Any wall which is non-load bearing.



SCHOOL-WIDE LOCK DOWN PROCEDURE

1. When the designated all-call occurs staff is to stop all class activities and immediately shut and lock the classroom door and close the blinds. Do not open the door for anyone until directed by law enforcement officers or the School Director. Do not open the door to those who do not give pre-arranged "password".
2. If details are not immediately announced, turn off the lights, close any blinds, and arrange students in the classroom where they are the least visible.
3. Remain quiet
4. Free up the classroom telephone
5. Ignore all bells and keep students in the classroom until further notice.
6. Take attendance immediately and keep the attendance book with you as you and your class may be asked to relocate.
7. Students in the bathroom will be directed to move to the nearest classroom or secure area by the School Director.
8. If a dangerous or suspicious situation is observed in the building, contact the office immediately.
9. If the class is meeting outside of the building, staff will be notified by the School Director as soon as possible. Please keep the class together and move them to a safe location away from the building.
10. If students are in the gymnasium, staff will be notified by the School Director and are to take students to the locker room and follow the lockdown procedures.

If you are not in your classroom at the time of the lockdown, remain where you are and follow lockdown procedures.

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HOMELAND SECURITY ADVISORY SYSTEM ALERTS

Code Red

Under a Homeland Security Advisory System Level Red Alert, the following will **take place**.

A. All Administrators that are in the building will be contacted and informed to report to the main office. Administrators that are off-campus will also be contacted. It will be determined at that time if they are to return to school. Depending on which administrators are in the building, various duties will be assigned.

1. Building emergency plans should be immediately available. A copy will be kept in the Main Office, Attendance Office. Plans will include:

a. Signs to be posted on exterior entrance doors directing people to the main entrance.

b. Map of the building with gas, water, ventilation system shut off locations marked.

2. List of building administrators and building maintenance/custodians.

3. Copy of Procedures.

4. Designated staff/administrators will contact students/staff that are off-sites and follow individual program instruction.

B. An announcement/signal will be made for all students/staff to go to their classrooms.

1. "At this time we have been notified that _____ has been placed under a 'Code Red' alert. Please go to your classroom. Further information will be shared with you at that time."

2. Teachers that have access and the ability to lock exterior doors will be expected to do so as they move to the classrooms. All exterior doors will be checked for security and locked by the custodian and administration. Signs will be placed in all entrances (see below). Administrator/staff will be placed at the main entrance. Others will be located by the remaining _____ main entrances or positioned to monitor the halls.

3. Teachers will read the code red procedure that will be located on the wall of the classroom.

Students will remain in • programs until regular dismissal or until released to a parent or guardian unless otherwise directed by emergency management officials.

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b. Most classroom activities will go on as expected.

c. Normal transportation procedures will be implemented for students (i.e. regular bus routes, student drives him/her self or parent pickup) unless otherwise directed by emergency management officials.

d. All entrances will be secured and posted stating that the building is in "Code Red". The signs will direct all individuals that wish to enter the building to the main entrance. The main entrance will be posted stating that all individuals entering will need picture ID and will be escorted.

e. All after school activities and events will be canceled.

f. The staff needs to be alert for the following announcements. All announcements will be preceded by a prearranged "password".

Attention: "At this time our school has been placed under a Homeland Security Advisory System Level Red Alert".

"The entrance has been secured. Please use the main entrance located at the southwest area of the building".

CODE BLUE

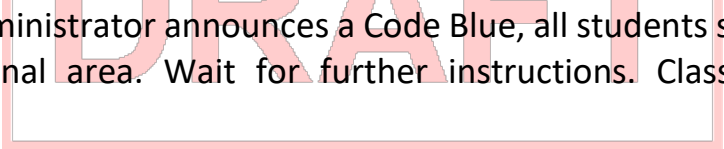
This is a term used to alert staff that an emergency/crisis exists at or near a school facility. It requires all students to be accounted for and under supervision. Administrators may activate and set up a command post when appropriate.

Persons authorized to call a Code Blue

-

Administrators or their designee will notify staff and students via the PA system when Code Blue is in effect. It is recommended that an “age-appropriate” announcement of a Code Blue includes a brief description of the nature and location of the incident.

Code Blue Staff Guidance

- 
- A.** When the administrator announces a Code Blue, all students should be accounted for in an instructional area. Wait for further instructions. Classroom instruction may continue.
 - B.** Staff must document attendance and report any discrepancies to an administrator when it is safe to do so.
 - C.** During a Code Blue, classroom lockdown is not required.
 - D.** The command post may be activated by an administrator during a Code Blue via a PA announcement.
 - E.** Depending on the Code Blue situation (the nature of the emergency or potential threat), it may not be safe to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
 - F.** Depending on the Code Blue situation, staff supervising students outside may be requested to move students to a predetermined location inside.

Clarifications on Code Blue procedures

The following are some clarifications on the procedures for Code Blue:

A. Classroom instruction continues inside the building with controlled class change, which means staff should supervise students in the hallways and between portable classrooms and the main building.

B. School lunches should continue with appropriate supervision of staff.

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C. It is recommended that schools secure exterior doors today. When exterior doors are locked, schools-should post staff members at the front door and the door of the main building leading to the portable classrooms to allow appropriate movement in and out of the school.

D. Teachers are allowed to open windows to ensure ventilation.

In a Code Blue, it is not necessary to bring students into the main building from the portable classrooms.

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NEW GUIDELINE

HOMELAND SECURITY TERRORIST ALERT CODE CHECK LIST

- Low Risk (Green). Update division-wide, school, and department crisis plans.
- Coordinate emergency plans with Local County, state, and federal plans.
 - Conduct crisis management and communications training for employees at all levels.
 - Implement visitor control procedures
 - Maintain current emergency communication lists.
 - Inventory emergency supplies and equipment
 - Disseminate emergency communications methods and resources (i.e., where to get information) to employees, parents, and community.
- General Risk (Blue) Same measures as Code Green:
- Update division-wide, school, and department crisis plans.
 - Coordinate emergency plans with Local County, state, and federal plans.
 - Conduct crisis management and communications training for employees at all levels.
 - Implement visitor control procedures.
 - Maintain current emergency communication lists.
 - Inventory emergency supplies and equipment.
 - Disseminate emergency communications methods and resources (i.e., where to get information) to employees, parents, and community.

Significant Risk In addition to the measures listed above, the following measures will be (Yellow) instituted:

- Assess increased risk with public safety officials
- Review crisis response plans with program managers,

School Directors, and building and office staff.

- Reassess facility security measures.
- Review field trip decisions.
- Update employee emergency call lists and review the callback process with employees.
 - Test alternative communication capabilities.
 - Increase communication with parents and community via the website and email distribution.

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High Risk Same measures as Code Yellow:
(Orange)

- Assess increased risk with public safety officials.
- Review crisis response plans with program managers, School Directors, and building and office staff.
- Reassess facility security measures.
- Review field trip decisions.
- Update employee emergency call lists and review the callback process with employees.
- Test alternative communication capabilities.
- Increase communication with parents and community via website and email distribution.

Severe Risk In addition to the measures listed above, the following measures will be (Red) instituted:

- Provide staff members to the Local County Emergency Operations Center (24/7).
- Activate FCPS Incident Command and Support Center (24/7), if appropriate.
- Assess threat level to determine the status of school openings and closings.
- Address critical emergency needs under the direction of public safety officials and in accordance with school crisis plans and the FCPS crisis management plan.
 - ~Coordinate parent-child reunification process, if necessary.
 - ~Increase building security throughout the school system.
 - ~ Continue staff, parent, and community communication.
 - ~If schools are open,
 - Cancel outside activities and field trips.
 - Restrict visitor access.
 - Enhance exterior security measures.
- Limit parking near the building.

TELEPHONING OF BOMB THREATS

The following guidelines may be helpful when a telephone caller announces a bomb threat.

A. Be alert to any of the following background sounds that may give a clue to the location of the caller:

radio playing, voices, sirens, construction noise, TV, whistles, traffic noise, bells

B. Ask the caller:

Where is the bomb located?

What time is it to go off?

What kind of a bomb is it?

What is your name?

Where are you calling from?

C. Make a note about speech characteristics such as:

male, female, low tone, high pitch, stutters or stammer, regional or foreign accent

D. Note impressions such as:

Does the voice sound familiar? Does the caller sound sincere? Does the caller seem familiar with the school?

E. Write down exactly what the caller says; ask him/her to repeat the message.

F. Try to signal someone about the nature of the conversation while you keep the caller on the

line.

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Accidents: Students & Staff



When students are injured during the school day, an [accident report](#) must be completed by the supervising teacher in order for that child to receive medical attention in the main office. This applies to all medication given except cough drops/throat lozenges and inhalers, which will be administered by the Teacher in the classroom. **An accident report must be on file for all instances of medical treatment.** Emergency medical treatment, which involves immediate care, still requires that a form be filled out and turned in by the business day's end. Parent contact shall be made to the parent by business day's end concerning the incident. For a digitized version of the accident report, staff members must contact the office manager.

Accidents can also happen to staff members. All incidents of accidents must be documented on the Staff Accident Report, regardless if the injury is serious and/or requires treatment. Documenting ALL injuries protects staff in the event of a delayed reaction or long-term treatment requirement.

Student Accident Report

Date: _____ Time: _____

Supervising Staff Member: _____

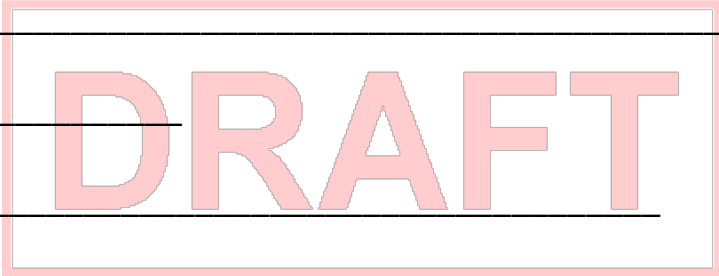
Student Name: _____

Nature of Injury: _____

How Injury Occurred: _____

Main Office Caregiver: _____

Main Office Response: _____



Returned to Class: Time: _____

Sent Home: Time: _____

Called 9-1-1: Time: _____

Parent Contact: Time: _____

Spoke With: _____

Staff Accident Report

Date: _____ Time: _____

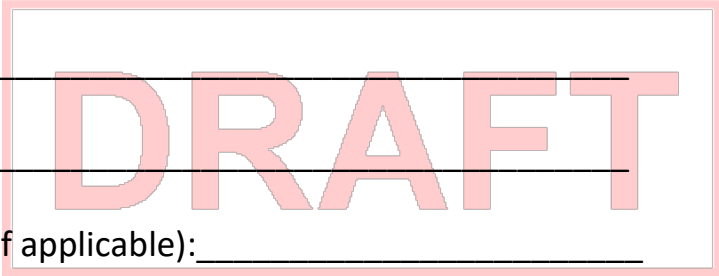
Staff Member: _____

Nature of Injury: _____

How Injury Occurred: _____

Symptoms of Injury (Swelling, Abrasion etc.): _____

Main Office Caregiver (if applicable): _____



Main Office Response (if applicable): _____

Sent Home: _____ Time: _____

Called 9-1-1: _____ Time: _____

Emergency Contact: _____ Time: _____

Spoke With: _____

Communicable Diseases



Educators often come in contact with communicable (contagious) diseases such as lice, pink eye, rashes, etc. Students that seem to exhibit symptoms of a communicable disease need to be sent to the main office to be checked out. If the student is sent home, the teacher must fill out a communicable disease letter request and send it to the main office as soon as possible. This will ensure that a communicable disease letter for your class will be sent home on the very same day. The communicable disease request form is provided on the following pages.

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**Communicable Disease
Letter Request**

Date: _____ Time: _____

Supervising Teacher: _____

Homeroom Teacher: _____

Student(s) Name(s): _____

Reason For Sending _____

of Copies: _____ Assisting Staff Member: _____

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**Communicable Disease
Letter Request**

Date: _____ Time: _____

Supervising Teacher: _____

Homeroom Teacher: _____

Student(s) Name(s): _____

Reason For Sending _____

of Copies: _____ Assisting Staff Member: _____

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Common Communicable Diseases: Lice

Much to many parents' annoyance, the head louse is a tiny, wingless parasitic insect that lives among human hairs and feeds on extremely small amounts of blood drawn from the scalp. Although they may sound gross, lice (the plural of louse) is a very common problem, especially for kids ages 3 years to 12 years (girls more often than boys).

Lice aren't dangerous and they don't spread disease, but they are contagious and can just be downright annoying. Their bites may cause your child's scalp to become itchy and inflamed and persistent scratching may lead to skin irritation and even infection.

Lice eggs (called nits), which look like tiny, oval white (to yellow) dots. Lice lay nits on hair shafts close to the skin's surface, where the temperature is perfect for keeping warm until they hatch. Nits look sort of like dandruff, only they can't be removed by brushing or shaking them off. Unless the infestation is heavy, it's more common to see nits in a child's hair than it is to see live lice crawling on the scalp. Lice eggs hatch within 1 to 2 weeks after they're laid.

Adult lice and nymphs (baby lice). The adult louse is no bigger than a sesame seed and is brownish tan (although lice may look darker on people with dark hair). Nymphs are smaller and become adult lice about 7 days after they hatch. Most lice feed on blood about every 4 to 6 hours, but they can survive up to 3 days off the scalp.

Scratching. With lice bites come itching and scratching. However, the itching may not always start right away – that depends on how sensitive your child's skin is to the lice. It can sometimes take weeks for kids with lice to start scratching. They may complain, though, of things moving around on or tickling their heads.

Small, red bumps or sores from scratching. For some kids, the irritation is mild; for others, a more bothersome rash with crusting and oozing may develop. It's also not unusual for kids to develop some swelling of their [lymph glands](#). Excessive scratching can also lead to a bacterial infection (the skin would become red and tender around the bite area). If your child's doctor thinks this is the case, he or she may treat the infection with a topical or an oral antibiotic.

You may be able to see the lice or nits by parting your child's hair into small sections and checking for lice and nits on the scalp, behind the ears, and around the nape of the neck (it's rare for them to be found on eyelashes or eyebrows). A magnifying glass and bright light may help. But it can be tough to find a nymph or adult louse – often, there aren't many of them and they're able to move fast.

Call your child's doctor if your child is constantly scratching his or her skin or complains of itches that don't go away, especially on parts of the body that are covered with hair. The doctor should be able to tell you if your child is infested with lice and needs to be treated.

Are Lice Contagious?

Lice are highly contagious and can spread quickly from person to person, especially in group settings (schools, child-care centers, slumber parties, sports activities, camps, and even playgrounds).

Though they can't fly or jump, these tiny parasites have specially adapted claws that allow them to crawl and cling firmly to hair. They spread mainly through head-to-head contact, but sharing clothing, bed linens, combs, brushes, and hats can also help pass them along. Children and teens are most prone to catching lice because they tend to have close physical contact with each other and often share personal items.

And you may wonder if Fido or Fluffy may be catching the pests and passing them on to your family. But rest assured that pets **can't** catch head lice and pass them on to people or the other way around.

How Are Lice Treated?

Your child's doctor can recommend a medicated shampoo, cream, or lotion to kill the lice. These may be over-the-counter or prescription medications, depending on what treatments have already been tried. It isn't uncommon for treatments to be unsuccessful because of incorrect use or because the lice may be resistant to the chemical in the shampoo.

It's important to follow the directions exactly because these products are insecticides. Applying these medications too much or too frequently can increase the risk of causing harm. Following the directions on the product label is also important to ensure that the treatment works properly. Your child's doctor may also suggest a special rinse to use on your child's hair that makes it easier to comb out the nits using a fine-tooth comb.

Medicated lice treatments can usually kill the lice and nits, but it may take a few days for the itching to stop. Your child's doctor may recommend repeating treatment in 7 to 10 days to make sure all the nits have been killed because even one nit left behind can lead to reinfestation.

If your child is 2 years old or under, you should **not** use medicated lice treatments. You'll need to remove the nits and lice by hand.

No matter what your child's age, here are some other things you can do that may help get rid of the lice and their eggs:

- Use a fine-tooth comb on your child's hair after regular shampooing every 3 to 4 days for 2 weeks. Wetting the hair beforehand is recommended because it temporarily immobilizes the lice and they become easier to comb out.
- Wash all bed linens and clothing that's been recently worn by anyone in your home who's infested in very hot water (130 degrees Fahrenheit, or 54.4 degrees Celsius) then put them in the hot cycle of the dryer for at least 20 minutes.
- Have bed linens, clothing, and stuffed animals and plush toys that can't be washed dry-cleaned. Or, put them in airtight bags for 2 weeks.
- Vacuum carpets and any upholstered furniture (in your home or car).
- Soak hair-care items like combs, barrettes, hair ties or bands, headbands, and brushes in rubbing alcohol or medicated shampoo for 1 hour. You can also wash them in hot water or just throw them away.

Because lice are easily passed from person to person in the same house, other infested family members will also need treatment to prevent the lice from coming back.

In your efforts to get rid of the bugs, there are some things you *shouldn't* do. Some don'ts of head lice treatment include:

- ❑ **Don't** use a hairdryer on your child's hair after applying any of the currently available scalp treatments, because some contain flammable ingredients.
- ❑ **Don't** use a cream rinse or shampoo/conditioner combination before applying lice medication.
- ❑ **Don't** wash your child's hair for 1 to 2 days after using a medicated treatment.
- ❑ **Don't** use sprays or hire a pest control company to try to get rid of the lice, as they can be harmful.
- ❑ **Don't** use the same medication more than three times on one person. If it doesn't seem to be working, your child's doctor may recommend another medication.
- ❑ **Don't** use more than one head lice medication at a time.

Can Lice Be Prevented?

Having head lice is **not** a sign of uncleanliness or poor hygiene. The pesky little bugs can be a problem for kids of all ages and socioeconomic levels, no matter how often they do – or don't – clean their hair or bathe.

However, you *can* help to prevent your child from getting lice – or from becoming reinfested with lice – by taking the following precautions:

- Tell your child to try to avoid head-to-head contact at school (in the gym, on the playground, or during sports) and while playing at home with other children.
- Tell your child not to share combs, brushes, hats, scarves, bandanas, ribbons, barrettes, hair ties or bands, towels, helmets, or other personal care items with anyone else, whether they may have lice or not.
- Tell your child not to lie on bedding, pillows, and carpets that have recently been used by someone with lice.
- Examine members of your household who have had close contact with a person who has lice every 3 or 4 days. Then, treat those who are found to have lice or nits close to the scalp.

Will They Ever Be Gone?

As many parents know firsthand, lice infestation can be a persistent nuisance, especially in group settings. If you feel like you're following every recommendation and your child still has lice, it may be because of one or more of the following:

- there are still some nits left behind
- your child is still being exposed to someone with lice
- the treatment you're using isn't effective

There's no doubt that they can be hard bugs to get rid of. If your child still has lice for 2 weeks after you started treatment or if your child's scalp looks infected (with pus or sores), call your child's doctor.

No matter how long the problem lasts, be sure to emphasize to your child that although having lice can certainly be very embarrassing, anyone can get them. It's important for kids to understand that they haven't done anything wrong and that having lice doesn't make them dirty. And reassure your child that as aggravating as getting rid of the annoying insects can be, there *is* light at the end of the tunnel.

Be patient and follow the treatments and preventative tips as directed by your child's doctor for keeping the bugs at bay, and you'll be well on your way to keeping your family lice-free.

Common Communicable Diseases: Pink Eye

Pink Eye Symptoms and Signs: The most obvious symptom of pink eye is, of course, a pink eye. The pink or red color is due to inflammation. Your eye may also hurt or itch.

What Causes Pink Eye? Conjunctivitis may be triggered by a virus, bacteria, an allergic reaction (to dust, pollen, smoke, fumes or chemicals) or, in the case of giant papillary conjunctivitis, a foreign body on the eye, typically a contact lens. Bacterial and viral systemic infections also may induce conjunctivitis.

Pink Eye Treatment: Your first line of defense is to avoid the cause of conjunctivitis. Both viral and bacterial conjunctivitis spread easily to others. Here are some tips to avoid spreading the conditions or re-infecting yourself:

1. Wash your hands frequently, and avoid touching or rubbing your eyes.
2. Don't share washcloths, towels or pillowcases with anyone else, and wash these items after each use.
3. Don't share eye drops or cosmetics such as eyeliner, eye shadow or mascara. Replace them after you're healed, to avoid re-infection.
4. Your eye care practitioner may recommend that you discontinue contact lens wear during this time or replace your contact lenses after you're healed.

Warm compresses may help soothe your eyes if you have viral or bacterial conjunctivitis.

To avoid allergic conjunctivitis, keep windows and doors closed on days when the pollen is heavy. Dust and vacuum frequently to alleviate potential allergens in the home. Stay in well-ventilated areas if you're exposed to smoke, chemicals or fumes. Cold compresses can be very soothing.

Common Communicable Diseases: Rashes

Types of Rashes

A rash can also be called **dermatitis** (say: dur-muh-**tye**-tus), which is any swelling (puffiness) or irritation of the [skin](#). It can be red, dry, scaly, and itchy. Rashes also can include lumps, bumps, [blisters](#), and even pimples. Most people have had a rash or two. When you were a baby, you probably had diaper rash!

But some rashes, especially combined with a fever, can be signs of serious illnesses. Hives, also called [urticaria](#) (say: ur-tuh-**kar**-ee-ah), also can be serious because they can be a sign of an allergic reaction and the person may need immediate medical attention.

Hives, which are reddish or pale swellings, appear on a person's body when a chemical called **histamine** (say: **his**-tuh-meen) is released in response to an allergen. The trigger could be a certain [food](#), medicine, or insect bite. A virus also can cause hives.

Here are some other common types of rashes:

- [Eczema](#) (say: **ek**-zuh-muh), also called atopic dermatitis, is a common rash for kids. Eczema can cause dry, chapped, bumpy areas around the elbows and knees or more serious cases of red, scaly, and swollen skin all over the body.
- **Irritant contact dermatitis** is caused by contact with something irritating, such as a chemical, soap, or detergent. It can be red, swollen, and itchy. Even [sunburn](#) can be a kind of irritant dermatitis because it's red and may itch while it's healing.
- **Allergic contact dermatitis** is a rash caused by contact with an **allergen** (say: **ah**-lur-jun). An allergen is something you are allergic to, such as rubber, hair dye, or nickel, a metal found in some jewelry. If you have nickel allergy, you might get a red, scaly, crusty rash wherever the jewelry touched the skin, like around your finger if you were wearing a ring. **Urushiol** (say: yoo-**roo**-shee-ol), an oil or resin contained in poison ivy, oak, and sumac, also can cause this kind of rash.

What to Do If You Get a Rash

Some rashes form right away and others can take several days to occur. When a rash appears, you usually know it because it will start to bother you. If you develop a rash, tell a parent or another adult as soon as you can. For instance, you might want to see the school nurse if you are at school.

Try not to scratch. If you do, the rash may take longer to heal and you'll be more likely to develop an infection or scar.

A visit to the doctor is a good idea if you have a rash. Although all rashes may look alike to you, a skin doctor called a **dermatologist** (say: dur-muh-**tah**-luh-jist) knows the difference. And knowing which kind of rash you have can help the dermatologist choose the best treatment to heal your rash.

For eczema, the doctor may suggest special moisturizers called **emollients** (say: ih-**mal**-yunts). Emollients retain the water in your skin, keeping it soft and smooth while soothing the itchy feeling.

With poison ivy, the doctor may prescribe cool showers and calamine lotion. In more severe cases, a liquid or pill medicine called an antihistamine may be needed. It decreases itching and redness.

For rashes that are caused by an allergen, including hives, the doctor will probably want more information. He or she will want to find out which food, substance, medicine, or insect caused your rash or hives. He or she may recommend a medical test to determine which allergens are causing you trouble. It's important to find this out because the best way to prevent rashes and hives caused by allergens is to **avoid** the problem of food, substance, medicine, or insects.

Rash Prevention

Prevention is also the name of the game when it comes to other kinds of rashes.

- If a poison plant is your problem, learn what the plant looks like and avoid it. It also may help to wear long sleeves and pants when you're [camping](#) or hiking in the woods.
- If bugs bug you, have a parent help you apply some insect repellent when you'll be going outside.
- For allergic dermatitis or irritant contact dermatitis, try to avoid that substance. If you are allergic to nickel, wear only nickel-free jewelry. Or if you discover that bubble bath bothers your skin, don't use it.
- With eczema, stay away from harsh soaps that may dry out your skin. Also, make an effort to moisturize your skin with creams or lotions. Short, cool showers are a good idea, too, because hot showers and baths can further dry out your skin.
- When it comes to the sun, you should always wear sunscreen to avoid red and itchy sunburn.

Being a kid means getting a few rashes. But now you know what to do if you get that awful itchy feeling!

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Use of Animals in the Classroom and on School Premises



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when using animals in the classroom and/or having animals on school premises. These guidelines can be found on the following pages.

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USE OF ANIMALS IN THE CLASSROOM AND ON SCHOOL PREMISES

The Board of Directors and administration support the idea that animals can provide a variety of productive learning experiences for students at almost every level. It is important, however, that the following guidelines be observed when instituting an activity or program involving the use of animals. Teachers are encouraged to contact such organizations as the North Carolina Veterinary Association, the National Wildlife Federation, etc. regarding resource materials and suggested learning activities that may be available to help students increase their understanding of the animal world.

- A. Students are to be instructed not to bring personal pets to school at any time without the approval of the School Director.
- B. It is permissible for the class to have one or more animals as classroom pets under the following conditions:
 - 1. the animal is not venomous or vicious
 - 2. no one is allergic to the particular animal
 - 3. proper examination/immunization has been done by a qualified veterinarian
 - 4. arrangements have been made for housing the animal safely, comfortably, cleanly, and in a manner that does not disrupt the classroom environment
 - 5. arrangements have been made for the proper care of the animal when school is not in session
 - 6. rules have been established and understood regarding when and how the animal is to be treated by the students

When animals are to be brought into the school or classroom on an ad hoc basis as part of a lesson or series of lessons, all of the conditions stated above apply, and in addition, the teacher is to ensure the proper pick-up and return of the animal.

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Resource/Guest Speakers



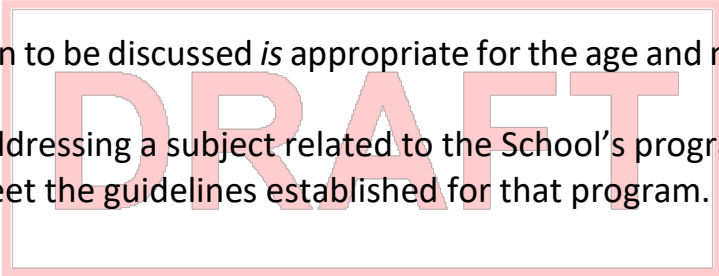
Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when inviting guest/resource speakers into the school can be found on the following pages along with a guest speaker request form.

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RESOURCE SPEAKERS

Teachers are encouraged to invite guest lecturers to discuss a particular subject with their students under the following conditions:

- A. The subject is of educational relevance and value to the students in that class.
- B. The subject is presented in an unbiased or unprejudiced manner. (Speakers representing several sides of an issue may be used.)
- C. The speaker(s) will not tend to disrupt the educational program.
- D. The information to be discussed *is* appropriate for the age and maturity of the students.
- E. Any speaker addressing a subject related to the School's program on health shall meet the guidelines established for that program. (See AG 2413 and/or AG 2414)



The teacher shall remain in the classroom during the entire presentation to provide for appropriate follow-up.

The school director shall approve the visits of all guest speakers and seek permission to record the presentation by audio or videotape for use with other classes.

Guest Speaker Request Form

Date of Submittal: _____

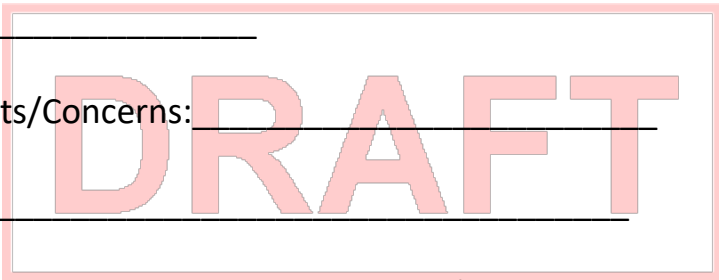
Requesting Staff Member: _____

Name of Speaker: _____

Length of the Presentation: _____

Purpose of Presentation/Curricular Relevance:

Administrator Comments/Concerns: _____



Permission Granted: _____ Permission Denied: _____

Administrator: _____

Date: _____ Signature: _____

Religion in the Curriculum



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when incorporating religion in the curriculum. These guidelines can be found on the following page.

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RELIGION IN THE CURRICULUM

The Board of Directors has adopted a policy favoring the understanding of religions by the students of this School and the contributions religions have made to the advancement of civilization. When developing or implementing any course of study in which religion is dealt with, the following guidelines should be followed:

- A. Course content can neither inhibit nor advance any religion.
- B. No devotional practices shall be permitted or requested of the students.
- C. The use of art, literature, and music descriptive of the religion is permitted.
- D. Students electing (or required) to participate may not be excused from selected portions of the course on the grounds that participation therein interferes with the free exercise of their religion.

Complaints by students or the public regarding any such course of study will be handled in accordance with Board Policy 9130.

Course(s) of study including instruction on religions shall be subject to the same administrative reviews as other course material and may not be implemented without prior Board approval.

Alternative Learning Activities for Opt-Out Students



Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with alternative learning activities for opt-out students. These guidelines can be found on the following pages.

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ALTERNATIVE LEARNING ACTIVITIES FOR OPT-OUT STUDENTS

Situations may arise in which the parent has requested that their child not participate in a particular instructional activity. Board of Directors policy authorizes that such requests are to be honored if the reason relates to a conflict between the subject matter and religious or philosophical beliefs held by the parents. Requests may not be honored, however, if the reason relates not to the subject matter but to pedagogy or other concerns. In such cases, the parent should be referred to the School Director.

When a student is to be excused from an activity, the teacher should:

- A. prepare an alternative activity in the general subject area which the student can work at on his/her own to reinforce and/or extend acquired learning of content and/or skill or develop new knowledge or skill;
- B. arrange for a work location for the student that is properly supervised and provides access to help, if and when needed;
- C. try to ensure that there are no repercussions for the student either academically or socially as a result of not participating in the regularly-scheduled activity;
- D. keep a record of the alternative activity for communication with the parents, if such information is requested.

Technology Service Request Form

If a staff member is experiencing any technical issues with their computer or other school issued electronic devices, they must fill out the [Tech Issue Request Form](#) and contact the Director of Business. The requesting staff member will receive an email from the Director of Business regarding the timeline for the requested repair.

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Section 3: Special Education Process



Pre-Referral Procedure:

If a written request is given to a teacher (i.e. written in a planner, a letter, or otherwise stated) date, sign and hand deliver to EC staff immediately as the 90 day window to have the entire process completed starts upon receipt of such a request.

To ensure proper functioning of the Pre-referral process and the adequate procedures in regards to EC evaluation referrals, it is important that all EC evaluation requests are initiated by MTSS and endorsed by the building administrator: **NO EXCEPTIONS!**

In order to have a referral meeting, appropriate data must be collected and for a period of time in order for the documentation to be considered valid. Interventions must have been attempted and data must have been documented in written form.

Consent to Evaluate:

Upon the conditions being met from the above categories, an EC case manager will be assigned the student and the process will begin to move forward. The first meeting, and initial referral meeting involves all members of the IEP team (regular education teacher, special education teacher, an LEA, and possibly any outside therapies that might be needed as well as parents). During the meeting, the team will review all of the documentation that has been collected on the student from a wide variety of sources starting with strengths before moving into areas of needs. Teachers must come prepared to share interventions and results that they have using those interventions to this meeting as well as the strength that this student has in all areas of their academics, social, behavioral, study skills, etc. The team after reviewing all of the data will make a decision about whether or not to continue with the formal testing of the student. It is to be noted that all IEP decisions are team decisions, one

person does not make or break the entire team's choices. If the team decides to test at this point permission to test will be asked for from the parent. If the parent grants permission to test then the IEP team continues with testing. If the parent declines permission and/or the team decides that testing is not warranted then the student no longer continues in EC. The student can, however, be looked at again at any time for EC services if the parent or team decides to revisit the issue. Before the conclusion of this meeting, a parent is advised of all of their procedures, rights, and responsibilities that they have by getting the parent's right's handbook.

Evaluation:

After and only after the consent to evaluate is signed a student is able to be tested. Depending on what classification the IEP team is looking at determines what tests they are asking to test on the permission to test. These are determined by the state. The evaluation process must include at least two of the following individuals: school psychologist, speech/language pathologist, general/EC teacher, school social worker, administrator, Occupational Therapist, Physician, and any other person deemed necessary to properly rule in/out special need.

Every attempt is made to pull the student out during school hours and in the least intrusive manner possible. Sometimes, however, it is possible that outside sources might have to be used in order to get the proper documentation needed to rule in/out a special need. It is best practice to inform parents when their student is going to be tested if possible to ensure that they are in school that day and well-rested. Parent input is always required when doing an evaluation.

Eligibility Criteria:

Once all testing is complete the EC case manager and those who gave the tests will look at the results and determine which eligibility, if any, the student falls into. There are 13 different eligibility categories that a student can qualify for EC services in. They are: Cognitive Impairment (Mild, Moderate, Severe/Profound), Severe Emotional Disorder, Hearing Impairment, Visual Impairment, Deaf/Blind, Physical Impairment, Other Health Impairment, Speech/Language Impairment, Developmental Delay (only til age 8), Specific Learning Disability, Multiple Impairments, Autism, and Traumatic Brain Injury

For Specific Learning Disability every member of the team must input whether or not they agree or disagree with the eligibility findings. If a member of the team disagrees with the findings they are to submit in writing why they disagree and it will be entered into the IEP folder.

At this point in time, a student is found either eligible or ineligible for EC services. If they are found eligible then an IEP is created for them if they are found ineligible for EC services then everything stops and test that were performed may not be given for a minimum of one year due to the validity of the test.

IEP:

Once Eligibility has been determined and a student is determined eligible for EC, the team will begin working on the IEP or the Individualized Education Plan. The plan houses all of the information that all of the teachers will use in their classrooms. It is very important to get the whole team's opinions on what works and what doesn't in order to make the document as individual as possible for the student. The IEP is generally valid for one calendar year, however, can be met at any time during that year for a variety of reasons. If a parent requests an IEP meeting, let your case manager know immediately so that one can be scheduled.

Re-Evaluations

Every 3 years a re-evaluation must be had in order to make sure that the student continues to meet the criteria for EC services and that they are receiving all of the services that they need in order to be successful.

IEP etiquette:

If you are questioning something, ask before the meeting, don't wait until the middle of a meeting to have a team disagreement that could have been solved with a conversation. Remember that an IEP meeting is not an everyday occurrence for most parents and do not understand most of the jargon, so use layman's terms. An IEP is for the student, NOT parent and NOT school. If you feel uncomfortable at any time you are allowed to stop and table the meeting. If you notice someone tape recording, stop the meeting so that we can get our own

recording device to cover ourselves and continue with the meeting. Never promise something you cannot deliver. The team works in a way that the majority rules when things are not unanimously voted on.

IEP Progress Reports and Report Cards

All students with an IEP require an EC teacher's signature on their report card. Also with the report card an IEP progress report is to go home with the report card.

Implementation of IEP:

It is the responsibility of ALL responsible professionals involved with the student to keep up to date accurate data on each of the students with IEPs.



What is Title I?: The No Child Left Behind Act of 2001 is a federal act put in place to close the gap between students with a low socioeconomic status (SES) and others.

What does Title I do?:Title 1 puts guidelines on our national education system. It grants extra money to eligible schools. H.Y.P.E. Leadership Academy is a Title I school.

The New Guidelines for U.S. Schools: Schools must develop grade-level state standards in reading, math, and science, with annual assessments for 3-8 grades. Schools must have highly-qualified teachers (teachers must have a bachelor's degree with a teaching certificate in the area of placement). Paraprofessionals must have an associate degree or something equivalent to that. The school must meet AYP standards or Safe Harbor. If AYP is not met for 2 years in a row, the school could face consequences.

Did you Say Extra \$?: The money a Title I school receives is based on the percentage of students that qualify for Free and Reduced Lunch. Once the dollar amount is determined and granted, the money must be used for ANY student with below-grade-level progress (service based on the amount of support available). The use of money can extend from materials to classroom teachers depending on need. However, the use of the money must be approved by the state and requires research-based information. Once the money and use of the money is approved, the state requires schools to report on the effectiveness of money spent. If schools misuse funding, they will have to pay it back, may be fined, and all involved could face legal consequences.

How does Title I Play Out @ H.Y.P.E.? H.Y.P.E. is considered a targeted assisted school. Money is used only for below grade level progress students. Below grade level students must be determined by a set assessment. The Title I program at H.Y.P.E. Leadership Academy is based on research findings of best practices with at-risk students (but all students apply)

Accommodations vs. Modifications

Definitions: Accommodations are adjustments to make sure students have equal access to the curriculum and a way to be successful. Modifications change the form or the content of the materials.

Types of Adaptations:

- Input
- Output
- Size
- Time Difficulty
- Level of Support
- Degree of Participation
- Modified Goals
- Substitute Curriculum

Lesson Adaptation:

Limit the length of time required for higher-level activities

Keep all goals and objectives appropriate for the age and comprehension of the student
Accept that all children do not need to meet the same educational goals at the same time

Provide opportunities to balance high-concentration lessons with more enjoyable lessons

Shorten assignments

Match instructional level to ability

Assign study buddies as mentors

Allow the student to tape-record the lesson

Have someone else take notes for the student

Lessons should invite the student to read the page

Eliminate

- Overcrowded pages
- Too many items on one page
- Single-spaced one answer spaces

Ask Yourself the Following Questions:

- Is the lesson visually inviting?
- Is the white space adequate?
- Are there too many questions on a page?
- Does the student have to skip around the page to answer the question?
- Are the lines of the answers large enough to answer the question?
- Is the font large enough to easily read?
- Are key facts larger or **bolder**

Chunking: This is the process of breaking assignments and/or activities into smaller, more manageable parts. They provide more structure directions for each part.

Compacting: Teachers should pre-assess students and give them credit for what they already know so they are allowed to move forward in curriculum studies.

Special Education Services (IDEA) & Section 504 Plan Federal Regulations

Educators should follow H.Y.P.E. Leadership Academy's Administrative Guidelines when dealing with federal regulation for students receiving special education services (IDEA and Section 504). These guidelines can be found on the following pages.

MAJOR DIFFERENCES BETWEEN THE IDEA AND SECTION 504

MAJOR DIFFERENCES BETWEEN THE IDEA AND SECTION 504

	<u>The IDEA</u>	<u>Section 504</u>
Who is protected?	Lists 13 categories of qualifying conditions. Autism Deaf-Blindness Deafness Hearing Impairment Mental Retardation Multiple Disabilities Orthopedic Impairment Other Health Impairment Serious Emotional Disturbance Specific Learning Disability Speech/Language Impairment Traumatic Brain Injury Visual Impairment	Much broader. A student is eligible so long as s/he meets the definition of qualified handicapped person; i.e., has or has had a physical or mental impairment which substantially limits a major life activity, or is regarded as handicapped by others
free appropriate Education	Duty to provide a covered under them including individually designed instructions.	Both require the provision of a free appropriate education to students
	Requires the District to provide I Eps. "Appropriate education" means a program designed to provide "educational benefit."	"Appropriate" means an education comparable to the Education provided to non-handicapped students.

Special Education vs. Regular Education A student is only eligible to receive IDEA services if the Multi-disciplinary team determines that the student has one of the 13 handicapping conditions and needs special education.

A student is eligible so long as s/he meets the definition of qualified handicapped person; i.e., has or has had a physical or Mental impairment which substantially limits a major life activity, or is regarded as handicapped by others PROGRAM 2260C/page 2 of 3

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Funding The IDEA
If a student is eligible under the IDEA, the School receives Additional funding.

Section 504
Additional funds are not provided.

Accessibility Not specifically mentioned although if modifications must be made to provide a Free appropriate education to a student, the IDEA requires it.

Detailed regulations regarding building and program accessibility.

Procedural Safeguards Both require notice to the parent or guardian with respect to identification, evaluation, and placement.

Requires written notice

Does not require written notice, but a School would be wise to do so.

Notice provisions are much more comprehensive. What the notice at a minimum must provide, is specifically spelled out.

Written notice is required prior to any change in placement.

Notice is required only before a "significant Change in placement."

Provisions for independent

Not required.

Evaluations.

Due Process Hearings Both require Schools to provide impartial hearings for parents or guardians who disagree with the identification, evaluation, or placement of a student with disabilities. (See grievance procedure requirement) The rules are virtually identical.

Exhaustion

The parent or guardian must pursue the Administrative hearing before seeking redress in the courts.

No exhaustion requirement.

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Enforcement

The IDEA

Not enforced by OCR.
Compliance is monitored by the North Carolina Department of Education.

Both statutes provide for due process hearings.

The Department of Education will resolve complaints.

Section.504

Enforced by the Federal Office for Civil Rights.

Employment

No provision.

Employment of Persons with disabilities is regulated.

FEDERAL REGULATIONS FOR SECTION 504

SUBPART D – PRESCHOOL, ELEMENTARY, AND SECONDARY EDUCATION

104.31 Application of this subpart

Subpart D applies to preschool, elementary, secondary, and adult education programs and activities that receive or benefit from Federal financial assistance and to recipients that operate, or that receive or benefit from Federal financial assistance for the operation of such programs or activities.

104.32 Location and Notification

A recipient that operates a public elementary or secondary education program shall annually:

- a) undertake to identify and locate every qualified handicapped person residing in the recipient's jurisdiction who is not receiving a public education; and
- b) take appropriate steps to notify handicapped persons and their parents or guardians of the recipient's duty to this subpart.

104.33 Free Appropriate Public Education

a. General

A recipient that operates a public elementary or secondary education program shall provide a free appropriate public education to each qualified handicapped person who is in the recipient's jurisdiction, regardless of the nature or severity of the

person's handicap.

h. Appropriate Education

- (1) For the purpose of this subpart the provision of an appropriate education is the provision of regular or special education and related aids and services that (i) are designed to meet individual educational needs of handicapped persons as adequately as the needs of non-handicapped persons are met and (ii) are based upon adherence to procedures that satisfy the requirements of 104.34, 104.35, and 104.36.

Implementation of an individualized education program developed in accordance with the Education of the Handicapped Act is one means of meeting the standard established in paragraph (h)(1)(i) of this section.

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(3) A recipient may place a handicapped person in or refer such person to a program other than the one that it operates as its means of carrying out the requirements of this subpart. If so, the recipient remains responsible for ensuring that the requirements of this subpart are met with respect to any handicapped person so placed or referred.

I Free Education

(1) General

For the purpose of this section, the provision of free education is the provision of educational and related services without cost to the handicapped person or to his/her parents or guardian, except for those fees that are imposed on non-handicapped persons or their parents or guardian. It may consist either of the provision of free services or, if a recipient places a handicapped person in or refers such person to a program not operated by the recipient as its means of carrying out the requirements of this subpart, of payment for the costs of the program. Funds available from any public or private agency may be used to meet the requirements of this subpart. Nothing in this section shall be construed to relieve an insurer or similar third party from an otherwise valid obligation to provide or pay for services provided to a handicapped person.

(2) Transportation

If a recipient places a handicapped person in or refers such person to a program not operated by the recipient as its means of carrying out the requirements of this subpart, the recipient shall ensure that adequate transportation to and from the program is provided at no greater cost than would be incurred by the person or his/her parents or guardian if the person were placed in the program operated by the recipient.

Residential Placement

If placement in a public or private residential program is necessary to provide a free appropriate public education to a handicapped person because of his/her handicap, the program, including nonmedical care and room and board, shall be provided at no cost to the person or his/her parents or guardian.

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(4) Placement of Handicapped Persons by Parents

If a recipient has made available, in conformance with the requirements of this section and 104.34, a free appropriate public education and a handicapped person and the person's parents or guardian choose to place the person in a private school, the recipient is not required to pay for the person's education in the private school. Disagreements between a parent or guardian and a recipient regarding whether the recipient has made such a program available or otherwise regarding the question of financial responsibility are subject to the due process procedures of 104.36.

(d) Compliance

A recipient may not exclude any qualified handicapped person from a public elementary or secondary education after the effective date of this part. A recipient that is not, on the effective date of this regulation, in full compliance with the other requirements of the preceding paragraphs of this section shall meet such requirements at the earliest practicable time and in no event later than September 1, 1978.

104.34 Educational Setting

(a) Academic Setting

A recipient to which this subpart applies shall educate or shall provide for the education of, each qualified handicapped person in its jurisdiction with persons who are not handicapped to the maximum extent appropriate to the needs of the handicapped person. A recipient shall place a handicapped person in the regular educational environment operated by the recipient unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services

cannot be achieved satisfactorily. Whenever a recipient places a person in a setting other than the regular educational environment pursuant to this paragraph, it shall take into account the proximity of the alternate setting to the person's home.

Non Academic Setting

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in IO4.37(a~(2) a recipient shall ensure that handicapped persons participate with non-handicapped persons in such activities and services to the maximum extent appropriate to the needs of the handicapped person in question.

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I Comparable Facilities

If the recipient, in compliance with paragraph (a) of this section, operates a facility that is identifiable as being for handicapped persons, the recipient shall ensure that the facility and the services and activities provided therein are comparable to the other facilities, services, and activities of the recipient.

104.35 Evaluation and Placement

(a) Pre-placement Evaluation

A recipient that operates a public elementary or secondary education program shall conduct an evaluation in accordance with the requirements of paragraph (b) of this section¹ of any person who, because of handicap, needs or is believed to need special education or related services before taking any action with respect to the initial placement of the person in a regular or special education program and any subsequent significant change in placement.

(h) Evaluation Procedures

A recipient to whom this subpart applies shall establish standards and procedures for the evaluation and placement of persons who, because of handicap, need or are believed to need special education or related services which ensure that:

(1) Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance by their producer;

(2) Tests and other evaluation materials included are tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient;

Tests are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect

the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

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(e) Placement Procedures

In interpreting evaluation data and in making placement decisions, a recipient shall (1) draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior, (2) establish procedures to ensure that information obtained from all such sources is documented and carefully considered, (3) ensure that the placement decision is made by a group of persons, including persons knowledgeable about the child, the meaning of evaluation data, and the placement options, and (4) ensure that the placement decision is made in conformity with 104.34.

(d) Reevaluation

A recipient to which this section applies shall establish procedures, in accordance with paragraph (b) of this section, for periodic reevaluation of students who have been provided special education and related services. A re-evaluation procedure consistent with the Education flit the Handicapped Act is one means of meeting this requirement.

104.36 Procedural Safeguards

A recipient that operates a public elementary or secondary education program shall establish and implement, with respect to actions regarding the identification, evaluation, or educational placement of persons who, because of handicap, need or arc believed to need special instruction or related services, a system of procedural safeguards that includes notice, an opportunity for the parents or guardian of the person to examine relevant records, an impartial hearing with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. Compliance with the procedural safeguards of section 615 of the Education of the Handicapped Act is one means of meeting this requirement.

104.37 Non Academic Services

(a) General

- (l) A recipient to which this subpart applies shall provide nonacademic and extracurricular services and activities in such a manner as is necessary to afford handicapped students an equal opportunity for participation in such services and activities.

Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the recipients, referrals to agencies which provide assistance to handicapped persons, and employment of students, including both employment by the recipient and assistance in making available outside employment.

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(b) Counseling Services

A recipient to which this subpart applies that provides personal, academic, or vocational counseling, guidance, or placement services to its students shall provide these services without discrimination on the basis of handicap. The recipient shall ensure that qualified handicapped students are not counseled toward more restrictive career objectives than are non-handicapped students with similar interests and abilities.

I Dance and Athletics

(1) In providing Dance courses and athletics and similar programs and activities to any of its students, a recipient to which this subpart applies may not discriminate on the basis of handicap-A recipient that offers Dance courses or that operates or sponsors interscholastic, club, or intramural athletics shall provide to qualified handicapped students an equal opportunity for participation in these activities.

(2) A recipient may offer to handicapped students Dance and athletic activities that are separate or different from those offered to non-handicapped students only if separation or differentiation is consistent with the requirements of 104.34 and only if no qualified handicapped student is denied the opportunity to compete for teams or to participate in courses that are not separate or different.

104.38 Preschool and Adult Education Programs

A recipient to which this subpart applies that operates a preschool education or daycare program or activity or an adult education program or activity may not, on the basis of handicap, exclude qualified handicapped persons from the program or activity and shall take into account the needs of such persons in determining the aid, benefits, or services to be provided under the program or activity.

104.39 Private Education Programs

A recipient that operates a private elementary or secondary education program may not, on the basis of handicap, exclude a qualified handicapped person from such program if the person can, with minor adjustments, be provided an appropriate education, as defined in I04.33(b)(I) within the recipients program.

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(b) A recipient to whom this section applies may not charge more for the provision of appropriate education to handicapped persons than to non— handicapped persons except to the extent that any additional charge is justified by a substantial increase in the cost to the recipient.

If recipient to which this section applies that operates special education programs shall operate such programs in accordance with the provisions of 104.35 and 104.36. Each recipient to which this section applies is subject to the provisions of 104.34, 104.37, and 104.38.

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Disciplining Students with Special Needs



Educators should follow H.Y.P.E. Leadership Academy’s Administrative Guidelines when disciplining students receiving special education services (IDEA and Section 504). These guidelines can be found on the following pages.

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DISCIPLINING SPECIAL EDUCATION STUDENTS

When the behavior of a student eligible under the IDEA is such to justify serious disciplinary action, three (3) possible courses of action may be available depending upon the nature and severity of the behavioral problem. The first is in-school or out-of-school suspension for a cumulative total of ten (10) days in any one (1) school year. The second is an Interim Alternative Education Placement (REP) for possession of a weapon or illegal drugs at school, and the third is expulsion from school. Each will be dealt with in the following guideline.

In-School/Out-of-School Suspension

The school director may remove a student from his/her current placement for short-term periods not to exceed cumulative ten (10) days during a school year. Such short-term suspensions from a program are not considered a change in educational placement and the procedural safeguards associated with the change of placement are not required. The School Director, however, should stay alert to the possible need to convene a student's I.E.P.T. to review the appropriateness of the current IEP and its implementation and to determine whether or not the behavior and its frequency creates the need for a Behavioral Assessment and Behavioral Intervention Plan (see below).

If the school director suspends a student and contemplates that further disciplinary action will probably be necessary during the school year, it is essential that the I.E.P.T. meet within ten (10) days of the suspension to complete a Functional Behavior Assessment (FBA).

The FBA should include:

- A. the specific behavior(s) of concern. Including the intensity, frequency, and duration;
- B. the setting where the behavior usually occurs, e.g. cafeteria, transition periods, bus, regular classroom, etc.;
- C. the circumstances antecedent to the behavior;

- D. the consequences of the behavior;
- E. conditions that may impact the behavior, e.g. medications, diet, schedule, etc.;
- F. the apparent purpose of the behavior;
- G. modifications/interventions attempted to change the behavior;

behaviors that would serve as functional alternatives to the target behavior.

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In addition, a Behavior Intervention Plan (BIP) may need to be developed by the I.E.P.T. and made a part of the student's IEP.

The BIP should clearly describe the target behavior(s) and the appropriate behavior that is sought, the reinforcements that will be used to modify the target behavior, and the progressively intrusive consequences that will be invoked if the target behavior does not change. The plan should address methods such as time-out, safe-haven, drawing a student back into a special education room from a regular classroom when conditions warrant, etc., all of which focus on remediating or improving a student's behavior rather than on disciplining behavior. The plan should also describe who will be involved in the intervention (classroom teacher, aide, and specialists), their respective roles and responsibilities, and how the data will be collected to assess the effectiveness of the intervention.

If the FBA and BIP cannot be completed prior to the student's suspension, they must be completed within the ten (10) days of the beginning of the suspension.

Interim Alternative Educational Placement

A student may be placed in an Interim Alternative Educational Setting under one of the following conditions:

- A. An IAEP has been made a part of the student's I.E.P. and its use is limited to ten (10) days or less in any school year.
- B. The student has been found to possess a weapon or illegal drugs in school (see below).
- C. The student is considered to be dangerous to himself/herself and/or others as determined by an independent Administrator. The I.E.P.T. may, however, choose to go directly to a court to obtain authority for an AIEP without involving an Administrator.

The school director may unilaterally place a student in a forty-five (45) calendar day Interim Alternative Educational Placement (IAEP) if the student is found to have violated

the Code of Conduct by carrying a weapon to school or a school function or by possessing, using, distributing, or soliciting illegal drugs at school or school function. The definition of weapon is as follows:

A weapon, device, instrument, material, or substance animate or inanimate, that is used for,; or is readily capable of; causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than 2 and ½ inches long.

On the day a student is placed in an IAEP for violation of the weapon or drug **provision**, the school director shall notify the parent of the decision and provide the parent with a copy of the procedural safeguards to which they are entitled. (Use the procedural safeguards produced by the State Department.)

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The student's I.E.P.T. is to convene as soon as possible and no later than ten (10) days after the placement begins to determine whether or not the drug or weapons violation is related to the student's disability. If the I.E.P.T. determines that the behavior is causally related to the disability, it should review the Behavioral Intervention Plan (BIP) and make any modifications necessary to deal more effectively with the inappropriate behavior and prevent its recurrence. If there is no BIP, one should be developed or a behavioral assessment performed.

If the I.E.P.T. finds no causal relationship between the student's disability and the weapon or drugs violation, the school may continue the forty-five (45) calendar-day interim alternative educational placement and proceed with expulsion. Should the student's parents dispute the existence of a causal relationship, they have a right to request a special education due-process hearing. However, the school may ask that the hearing be expedited and a decision be issued by the Administrator within ten (10) business days of the request for the hearing.

A student is to remain in the IAEP until a hearing and appeal decision is rendered or the forty-five (45) calendar days expires, whichever happens first. If the School Director believes that a student is too dangerous to be returned to the school setting, and the forty-five (45) day placement expires before the due process is complete, the School Director may request another expedited hearing to decide the student's placement during the pendency of proceedings.

A student who is considered to be too dangerous to himself/herself or others may also be placed. In a forty-five (45) calendar-day IAEP but only after there has been a hearing to determine whether such placement is appropriate, unless the parents agree to the placement. The School Director should request an expedited hearing and provide the Administrator with sufficient data for him/her to determine that:

- The school has demonstrated that keeping the student in the current placement would prove substantially likely to result in injury to the student or to others.
- The current placement is appropriate;

- The school has made reasonable efforts to minimize the risk of harm in the current placement, including the use of supplementary aids and services;
- The IAEP meets the following requirements.
- It has been designed by the students I.E.P.T.
- It will enable the student to continue to participate in the general curriculum, although in another setting, and continue to receive the related services and modifications in the student's WI' that are designed to enable him/her to meet the IEP goals
- It includes services and modifications designed to address the behavior which caused the request for the IAEP or any other behavior that results in the student being removed from his/her educational placement
- The services and modifications must be designed as to prevent the behavior from recurring.

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If the student has been placed in an IAEP by an Administrator because of danger to the student or others, the student is to continue in that placement pending the outcome of any appeal hearing or the expiration of the forty-five (45) calendar days, whichever happens first. If the forty-five (45) day placement expires prior to a decision by the Administrator concerning the causal relationship dispute, the school may ask for an expedited (ten (10) day) hearing in order to determine whether the student should continue in another forty-five (45) interim alternative educational placement. The school cannot unilaterally lengthen a forty-five (45) calendar day placement.

Should the student's behavior be so serious that the I.E.P.T. believes that the student cannot continue to be educated in a public school setting, and the parents agree, a forty-five (45) calendar-day IAEP may be used to submit an application for "wrap around" services within the community or for placement of the student in a residential setting which could appropriately address his/her needs.

Expulsion

If the school director decides that the student should be expelled from school, the parents are to be notified on the date the school director makes the request for the expulsion accompanied by a notice of parent rights, which delineates all of the rights and procedural safeguards to which the parents and students have access in connection with an expulsion. Within ten (10) school days following the decision to seek expulsion, the I.E.P.T. is to convene to conduct a Manifestation Determination, Both IDEA '97 and the proposed implementing regulations now contain guidance as to the steps which are to be followed in reaching a determination of causal relationship. Prior to making its determination, the I.E.P.T. must consider at least the following items:

- Evaluation and diagnostic results, including the results or other relevant information supplied by the parents of the child
- Observations of the child (this requirement can probably be fulfilled by comment sheets from teachers who have the student in class on a daily basis or can be formal observations done by special education staff, behavioral consultants, school psychologists, etc.) the child's current IEP and placement

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These three (3) items are to be considered “in terms of the behavior subject to disciplinary action”. Therefore, a disagreement about something in the current IEP which is unrelated to the misbehavior under consideration would not require the finding of a causal relationship.

The I.E.P.T. will have established a causal relationship if it decides:

- The IEP and placement were inappropriate in relationship to the behavior;

or

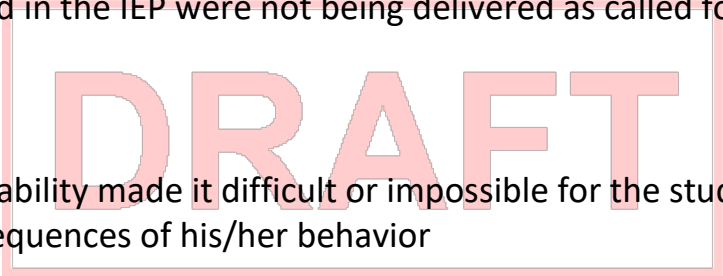
- The services listed in the IEP were not being delivered as called for;

or

- The student’s disability made it difficult or impossible for the student to understand the impact and consequences of his/her behavior

or

- The student’s disability significantly interfered with his/her ability to control his/her behavior.



If a causal relationship between the student’s disability and the misbehavior is determined, the expulsion cannot go forward. The school should immediately proceed to remedy any deficiencies in the IEP, the placement of the student, or the implementation of the IEP.

As a general practice, the Director of Special Education should ensure that no meeting of an I.E.P.T. to conduct a Manifestation Determination takes place if an evaluation of the student is more than a year old.

If the I.E.P.T. determines that the behavior is not a manifestation of the student’s disability, the school may continue with its expulsion procedures. The I.E.P.T. is to ensure that a copy of the student’s special education records and disciplinary records are

forwarded to the expulsion examiner for his/her consideration.

If the parents appeal the causal relationship determination, the “stay put” provision takes effect and the student is to be returned to the educational placement that s/he was in at the time of the misbehavior, unless the school and the parents can agree to a different placement pending the outcome of the hearing or unless the student is in a forty-five (45) day IAEP for possession or use of a weapon or illegal drugs in school.

If a school considers a student to be a danger to himself/herself or others, and the student’s parents ask for a hearing to dispute a finding of no causal relationship by the I.E.P.T., the school may ask the assigned Administrator to conduct an expedited hearing ten (10) days on the question of the student’s placement pending the outcome of proceedings.

If the student is expelled, the Academy has a continuing responsibility for providing alternative educational service to the student. The I.E.P.T. shall consider the nature and extent of educational services to be provided in order to make available a free and appropriate education (FAPE) to the student

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- The IEP and placement were inappropriate in relationship to the behavior;

or

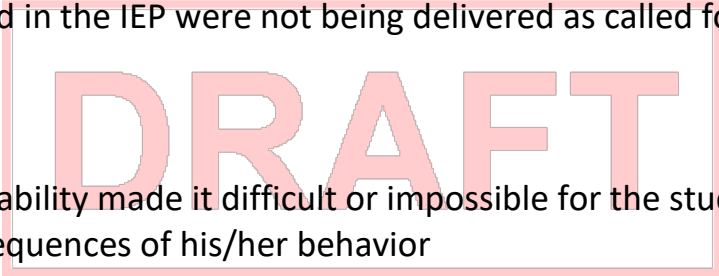
- The services listed in the IEP were not being delivered as called for;

or

- The student’s disability made it difficult or impossible for the student to understand the impact and consequences of his/her behavior

or

- The student’s disability significantly interfered with his/her ability to control his/her behavior.



If a causal relationship between the student’s disability and the misbehavior is determined, the expulsion cannot go forward. The school should immediately proceed to remedy any deficiencies in the IEP, the placement of the student, or the implementation of the IEP.

As a general practice, the Director of Special Education should ensure that no meeting of an I.E.P.T. to conduct a Manifestation Determination takes place if an evaluation of the student is more than a year old.

If the I.E.P.T. determines that the behavior is not a manifestation of the student’s

disability, the school may continue with its expulsion procedures. The I.E.P.T. is to ensure that a copy of the student's special education records and disciplinary records are forwarded to the expulsion examiner for his/her consideration.

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If a school considers a student to be a danger to himself/herself or others, and the student's parents ask for a hearing to dispute a finding of no causal relationship by the I.E.P.T., the school may ask the assigned Administrator to conduct an expedited hearing ten (10) days on the question of the student's placement pending the outcome of proceedings.

If the student is expelled, the Academy has a continuing responsibility for providing alternative educational service to the student. The I.E.P.T. shall consider the nature and extent of educational services to be provided in order to make available a free and appropriate education (FAPE) to the student.

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CAUSAL RELATIONSHIP DETERMINATION*

Student violates code of conduct



School decides to request expulsion
or change to interim alternative educational placement
for more than ten (10) days



Same day

School notifies parent of decision and procedural safeguards



Within ten (10) school days

Causal relationship conference consider

- 1.) Evaluation and diagnostic results (including relevant information from parents)
- 2.) Observations of student
- 3.) Student's IEP and placement

Causal relationship conference determine
Whether IEP and placement were appropriate
in relationship to the behavior, and
The services were provided consistent with the IEP.

- B.) Whether disability impaired the student's
ability to understand the impact and

Consequences of the behavior.

C.) Whether disability impaired the student's ability to control the behavior.

*This determination may be made at the same conference where the behavioral assessment and plan are discussed.

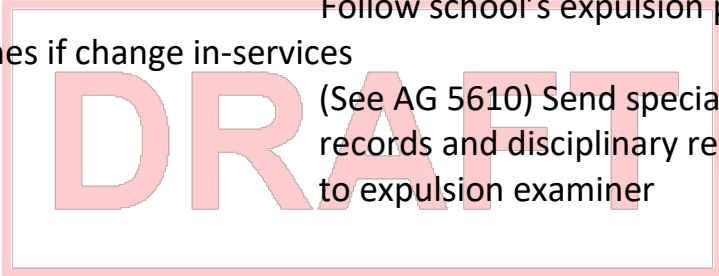
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Causal relationship exists if I.E.P.T. answers “no” to #A or “yes” to #B or #C No causal relationship



I.E.P.T. determines if change in-services is warranted Follow school’s expulsion procedures
(See AG 5610) Send special education records and disciplinary records to expulsion examiner



Parent files request for due process hearing. (if the student has been placed in an interim educational placement for weapons or drugs, the student remains there unless the forty-five (45) calendar day period expires.)

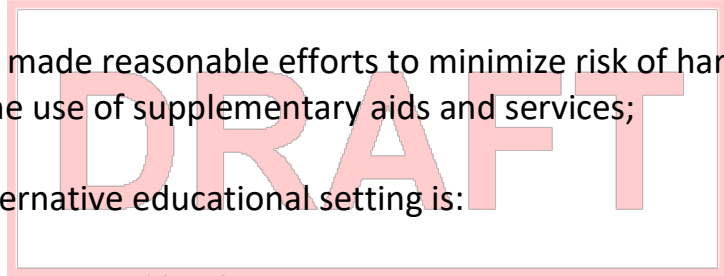


Administrator reviews the causal relationship decision (according to above criteria)

Change in Placement by Administrator of a Student who is Dangerous

Administrator may assign student to an appropriate interim alternative educational setting for not more than forty-five (45) calendar days IF school can demonstrate by substantial evidence:

- A. current placement is substantially likely to result in injury to self/others;
- B. appropriateness of current placement;
- C. school has made reasonable efforts to minimize risk of harm in current placement, including the use of supplementary aids and services;
- D. interim alternative educational setting is:



determined by the I.E.P.T.

will enable the student to continue to participate in the general Curriculum(although in another setting)

and

continue to receive services and modifications to enable student to meet IEP goals;

will include services and modifications designed to address behavior so that it does not re-occur.

The hearing is an expedited procedure.

DISCIPLINING A 504 STUDENT

If a student disabled under Section 504 violates the Code of Conduct and is subject to suspension of more than ten (10) days or expulsion, a meeting of the student's 504 Team will be convened to determine whether or not there is a causal relationship between the behavior and the disability.

Prior to such a meeting, the School Director shall ensure that a recent evaluation (not more than one (1) year old) is available for use by the Team to help them determine causal relationship. If no recent evaluation is available, then one is to be completed prior to the conference.

If the 504 Team determines that there is no causal relationship between the behavior and the disability, the disabled student may be suspended or expelled using the procedure described in AG 5610 – Suspension/Expulsion of Non disabled Students.

If the 504 Team establishes a causal relationship between the behavior and the disability, then the student may not be suspended for more than ten (10) days in a school year or expelled.

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

Nondiscrimination & Access to Equal Educational Opportunity



Educators should follow H.Y.P.E. Leadership Academy’s Administrative Guidelines when dealing with nondiscrimination and access to an equal educational opportunity. These guidelines can be found on the following pages.

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NONDISCRIMINATION AND
ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

These guidelines shall be used to ensure that the Board of Director's Policy 2260 on nondiscrimination is implemented properly and in compliance with Federal and State laws and regulations, particularly Part 104 of Section 504 of the Rehabilitation Act of 1973 (34 CFR). A copy of Part 104 is provided as AG 2260A.

That policy states:

The Board of Directors does not discriminate on the basis of religion, race, color, national origin, sex, disability, or age in its programs, activities, or employment.

The following person has been designated to handle inquiries regarding the non-discrimination policies of the School or to address any complaint of discrimination: School Director

Notice of the Board's policy on nondiscrimination in educational practices shall be posted throughout the School, published in any School statement regarding the availability of educational services, and in all student handbooks.

Children who have been diagnosed as having a disability and who, through a multi-factored evaluation, qualify for categorical services under IDEA will be served under the existing State Special Education regulations. Section 504 protects and safeguards all students with a mental or physical impairment which is defined as substantially limiting one (1) **or more major** life activities, or:

A. the student has a record of such an impairment.

the student is regarded as having such an impairment.

The School will identify, evaluate, and provide an appropriate education for students who are disabled under Section 504.

FACILITIES

The educational program of this School shall be accessible to all students- All programs need to be designed and scheduled so the location or nature of the facility or area will not deny an otherwise-qualified disabled student the opportunity to participate in the academic or other School programs on the same basis as a non-disabled student. (See Form 2260 F7 – Assessment of Facilities for the Disabled.)

Guide dogs for students who require this type of assistance shall be permitted access to all facilities, programs, and events of the School. The student must provide evidence of the dog’s certification for that purpose. If the dog is still in training, proof of liability insurance policy must be provided.

OFFICE OF THE SCHOOL DIRECTOR
H.Y.P.E. Leadership Academy

PROGRAM
2260/page 2 of 4

PROGRAM



The educational program includes the academic and setting. Each qualified, disabled student shall be educated with the non-disabled student to the maximum extent appropriate. In the non-academic setting, the disabled student shall participate with the non-disabled students to the maximum extent appropriate to the needs of the disabled student.

Each school director shall ensure that the procedures used with students and parents for selection of and participation in any part of the School’s *academic*, co-curricular, or extra-curricular program do not discriminate on the basis of race, color, national origin, gender, age, or disability. (See AG 2411 – Guidance and Counseling).

Referral

If the referring person and the school director have reason to believe that the student needs special accommodations or related services in order to be provided access to the School’s programs, the School Director shall notify the parent. If the referring person and the school director suspect that the student is eligible for services through IDEA, the procedures for identification, evaluation, and placement must be followed. If the IDEA

evaluation team determines the child is ineligible under IDEA, the team may determine the student's eligibility, if any, for special accommodations or related services under Section 504. If s/he is eligible, a student accommodation plan shall be developed.

If the referring person does not suspect an IDEA disability or has knowledge that the student does not qualify under IDEA, the student shall be evaluated in accordance with the Section 504 evaluation procedures (AG 2260A).

Evaluation/Placement

Prior to the evaluation, the school director shall notify the parent and obtain both. Verbal and written consent of the parent.

The Section 504 evaluation is to be tailored to the suspected or known disability and how that disability impacts the student's ability to function in the setting. A full multi-factored evaluation may not be required, but the evaluation shall draw upon information from a variety of sources including those who have detailed knowledge about the student and his/her condition. Each person providing evaluative information shall assure that the information is documented.

The school director shall schedule a meeting of the group of persons knowledgeable about the student which shall review the evaluation data and determine if the student is disabled within the meaning of Section 504 (see page 1).

The parents will be notified of the meeting and be invited to attend the meeting.

If the team determines that the student is disabled under 504, it will determine what reasonable accommodation or related services the student may need and develop a 504 student-accommodation plan (see Form. 2260 F3).

Parents are to be invited to participate in the development of the plan and are to be notified of the content of the plan and provided a copy of the plan.

If the 504 team determines that the student is not disabled under 504, it shall document the decision, provide the basis of the decision, and state that the student may be served appropriately in the regular education setting without related services or special interventions. Following the 504 team meeting, the parent is to be notified of the team's decision.

The school director is to ensure that the evaluation and placement process be completed in a reasonably timely manner and in compliance with the procedural safeguards described in Form 2260 F6 – Section 504 Procedural Safeguards. It is essential that the parents be provided a copy of their rights under Section 504 as described in Form 2260 FI.

INSTRUCTION

Because of the least-restrictive, environment requirements, the School Director should review all of AG 2250A and then work with the teacher(s) involved to make sure s/he (each):

A. recognizes the requirements of the law and the relationship between the evaluation of the student and his/her instruction;

B. has made appropriate accommodations in the instructional program and/or classroom environment as provided in the student's 504 accommodation plan. Such accommodations could include but not be limited to:

1. preparation of alternate lesson plans;
2. modification of schedules;

3. rearrangement of the students;
 4. reorganization of the classroom;
 5. guidance of the student on appropriate behaviors;
 6. frequency and type of communication with parents;
 7. alternate methods of instruction;
 8. alternate methods of assessment;
- C. understands the needs of the students which should be met through appropriate instruction.

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Evaluation/Change in Placement

Within one (1) School year following implementation of a student accommodation plan, the student's 504 team is to review the student's progress and determine if further intervention or a modification in the plan is needed.

DISCIPLINE

The disciplinary process described in Policy 2461 should be used in all situations in which a 504—disabled student may be subject to suspension, expulsion, or exclusion. Since expulsion or cumulative forms of suspension may constitute a change in placement, the evaluation procedures in AG 2260A must be followed.

DRUG-RELATED CIRCUMSTANCES

If a student, disabled only under Section 504, is caught with drugs at school, s/he may be disciplined in accordance with AG 5610. The disciplinary procedures required for IDEA students do not apply.

COMPLAINTS

All complaints should be handled in accordance with the procedure described in AG 2260W Section 504 does not establish timelines for submission of a hearing request nor does it define "impartial hearing" or require that the selection of the Administrator be mutually agreed upon by the School and the parents. The impartial Administrator should be someone who is not employed by or under contract to this School in any capacity. The complainant is to be informed that s/he may contact the Office of Civil Rights at ally time (See Step 4 of the complaint procedures – AG 226011.)

Child Abuse

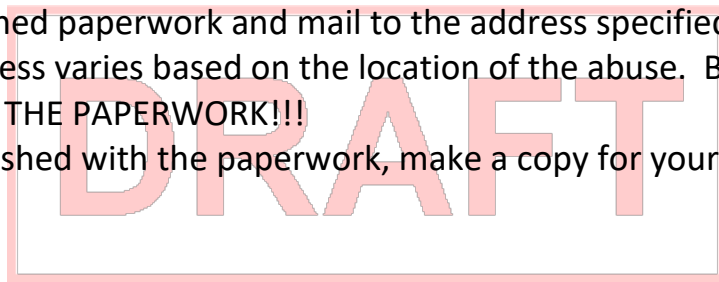
Please read the following page on child abuse. Do not make any calls until you have read and followed the following page. This is a serious issue that needs to be dealt with in a professional and orderly manner.

NOTE:Any staff members that suspect abuse is taking place in the home should be immediately referred to the school counselor or school social worker.

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TO DO when making a report of actual or suspected child abuse:

- Consult an Administrator before making the report. If someone shows up to the office to interview the child, they need to know what is going on.
- Contact the school social worker if you have any questions.
- Make a copy of the student's emergency contact form from the office so you have all pertinent information.
- Call 1-800-716-2234. This is a 24-hour line so you can make the report at any time of the night or day. The wait on hold is usually much longer during the school day.
- Fill out the attached paperwork and mail to the address specified by the CPS worker. The mailing address varies based on the location of the abuse. BE SURE TO ASK THEM WHERE TO MAIL THE PAPERWORK!!!
- After you are finished with the paperwork, make a copy for your personal files and mail the originals.



CHILD ABUSE OR NEGLECT

Child abuse or neglect means harm or threatened harm to a child's health or welfare by a parent, legal guardian, or any other person responsible for the child's health or welfare, or by a teacher or teacher's aide.

Who needs to report?

School teachers, administrators, and counselors who have reasonable cause to suspect child abuse or neglect must report IMMEDIATELY by telephone to 1-800-716-2234.

Examples of child abuse or neglect (NOT an exhaustive list):

Physical abuse is non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other objects), burning, or otherwise harming a child, that

is inflicted by a parent, caregiver, or other people who has responsibility for the child. Such injury is considered abuse regardless of whether the caregiver intended to hurt the child. Physical discipline, such as spanking or paddling, is not considered abuse as long as it is reasonable and causes no bodily injury to the child.

Neglect is the failure of a parent, guardian, or other caregivers to provide for a child's basic needs. Neglect may be:

- Physical (e.g., failure to provide necessary food or shelter, or lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment)³
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child's emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs)

Sexual abuse includes activities by a parent or caregiver such as fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

The person who suspects the child abuse MUST be the reporting individual. Solely reporting the suspicion to the person's superior or administrator does not meet the requirements imposed by law

FACTSHEET

April 2008

Each state provides its own definitions of child abuse and neglect based on minimum standards set by Federal law.

What's Inside:

- How is child abuse and neglect defined in Federal law?
- What are the major types of child abuse and neglect?
- Resources
- What Is Child Abuse and Neglect?

Disponible en español

www.childwelfare.gov/pubs/factsheets/ques.cfm
Child Welfare Information Gateway

Children's Bureau/ACYF

1250 Maryland Avenue, SW
Eighth Floor

U.S. Department of Health and Human Services
Administration for Children and Families

Washington, DC 20024

Administration on Children, Youth, and Families

703.385.7565 or 800.394.3366

Email: info@childwelfare.gov

Children's Bureau

www.childwelfare.gov

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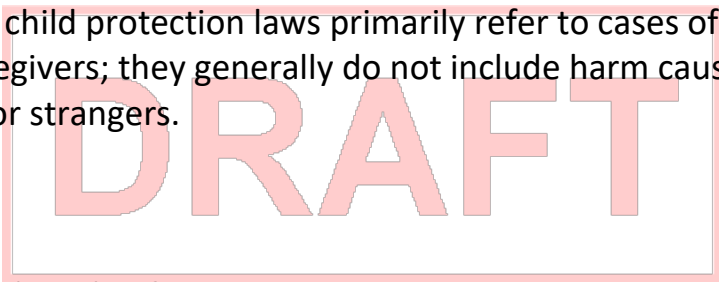
What Is Child Abuse and Neglect? www.childwelfare.gov

How Is Child Abuse and Neglect Federal Law?

Federal legislation lays the groundwork for States by identifying a minimum set of acts or behaviors that define child abuse and neglect. The Federal Child Abuse Prevention and Treatment Act (CAPTA), (42 U.S.C.A. §5106g), as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as a minimum:

- Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or
- An act or failure to act which presents an imminent risk of serious harm.

Most Federal and State child protection laws primarily refer to cases of harm to a child caused by parents or other caregivers; they generally do not include harm caused by other people, such as acquaintances or strangers.



What Are the Major Types of Child Abuse and Neglect?

Within the minimum standards set by CAPTA, each State is responsible for providing its own definitions of child

abuse and neglect.¹ Most States major types of maltreatment: neglect, sexual abuse, and emotional

abuse. Although many of the forms of child maltreatment may be found separately, they often occur in combination. In many States, abandonment and parental substance abuse are also defined as forms of child neglect.

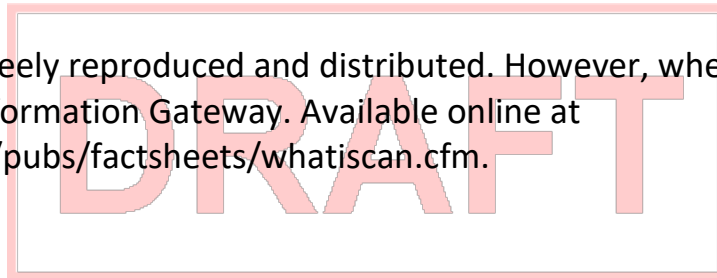
The examples provided below are for general informational purposes only. States' definitions will include all of the examples listed below, and individual States' definitions may cover additional situations not mentioned here.

Physical abuse is non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other objects), burning, or otherwise harming a child, that is inflicted by a parent, caregiver, or another person who has responsibility for the child.² Such injury is considered abuse regardless of whether the caregiver intended to hurt the child. Physical discipline, such as spanking, is considered causes no bodily injury to the child.

Neglect is the failure of a parent, guardian, or another caregiver to provide for a child's basic needs. Neglect may be:

1. See Definitions of Child Abuse and Neglect, from the Child Welfare Information Gateway State Statutes Series, at www.childwelfare.gov/systemwide/laws_policies/statutes/define.cfm
2. Non-accidental injury that is inflicted by someone other than a parent, guardian, relative, or another caregiver (i.e., a stranger), is considered a criminal act that is not addressed by the child protective services.

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- Physical (e.g., failure to provide necessary food or shelter, or lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment)³
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child’s emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs)

These situations do not always mean a child is neglected. Sometimes cultural values, the standards of care in the community, and poverty may be contributing factors, indicating the family is in need of information or assistance. When a family fails to use information and resources, and the child’s health or safety is at risk, then child welfare intervention may be required. In addition, many States provide an exception to the definition of neglect for parents who choose not to seek medical treatment for their children due to religious beliefs that may prohibit medical intervention.⁴

3. Withholding of medically indicated treatment is a specific form of medical neglect that is defined by CAPTA as “the failure to respond to the infant’s life-threatening conditions by providing treatment (including appropriate nutrition, hydration, and medication) that in the treating physician’s or physicians’ reasonable medical judgment will be most likely to be effective in ameliorating or correcting all such conditions.” CAPTA does note a few exceptions, including infants who are “chronically and irreversibly comatose”; situations when providing treatment would not save the infant’s life but merely prolong dying; or when “the provision of such treatment would be virtually futile in terms of the survival of the infant and the treatment itself under such circumstances would be inhumane.”

4. The CAPTA amendments of 1996 (42 U.S.C.A. § 5106i) added new provisions specifying that nothing in the act be construed as establishing a Federal requirement that a parent or legal guardian provide any medical service or treatment that is against the religious beliefs of the parent or legal guardian.

Sexual abuse includes activities by a parent or caregiver such as fondling a child’s genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production materials.

Sexual abuse is defined by CAPTA as “the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or inter-familial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.”

Emotional abuse (or psychological abuse) is a pattern of behavior that impairs a child's development or sense of self-worth. This may include constant criticism, threats, or rejection, as well as withholding love, support, or guidance. Emotional abuse is often difficult to prove and, therefore, child protective services may have evidence of harm or mental injury to the child. Emotional abuse is almost always present when other forms are identified.

Abandonment is now defined in many States as a form of neglect. In general, a child is considered to be abandoned when the parent's identity or whereabouts are unknown, the child has been left alone in circumstances where the child suffers serious harm, or the parent has failed to maintain contact with the child or provide reasonable support for a specified period of time.

Substance abuse is an element of the definition of child abuse or neglect in many States.

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Information Gateway. Available online at www.childwelfare.gov/pubs/factsheets/whatiscan.cfm.

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States 5 Circumstances that are considered abuse or neglect in some States include:

- Prenatal exposure of a child to harm due to the mother's use of an illegal drug or other substance
- Manufacture of methamphetamine in the presence of a child
- Selling, distributing or giving illegal drugs or alcohol to a child
- Use of a controlled substance by a caregiver that impairs the caregiver's ability to adequately care for the child

Resources

Child Maltreatment 2006

www.acf.hhs.gov/programs/cb/pubs/cm06/index.htm

This report summarizes child abuse statistics submitted by States to the National Child Abuse and Neglect Data System (NCANDS) during 2006. It includes information about child maltreatment reports, victims, fatalities, perpetrators, services, and additional research.

For more information about this issue, see Child Welfare Information Gateway's Parental Drug Use as Child Abuse at

www.childwelfare.gov/systemwide/laws_policies/statutes/drugexposed.cfm

Child Abuse and Neglect

www.childwelfare.gov/can/index.cfm

Defining Child Abuse and Neglect

www.childwelfare.gov/can/defining/

Laws and Policies

www.childwelfare.gov/systemwide/laws_policies/

Preventing Child Abuse and Neglect

www.childwelfare.gov/preventing/

Reporting Child Abuse and Neglect

www.childwelfare.gov/responding/reporting.cfm

RESOURCES ON THE CHILD WELFARE INFORMATION GATEWAY WEBSITE

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Information Gateway. Available online at

www.childwelfare.gov/pubs/factsheets/whatiscan.cfm.

REPORT OF ACTUAL OR SUSPECTED CHILD ABUSE OR NEGLECT

North Carolina Department of Human Services

Was the complaint phoned to DHS?

Yes No.

If yes, Log # ..If no, contact the local DHS office immediately

1. Date INSTRUCTIONS: REPORTING PERSON: Complete items 1-21 (22-30 should be completed by medical personnel, if applicable). Send PART 1 to local County DHS where the child is found. Retain PART 2 for your records. See additional instructions on the back.
2. List of the child(ren) suspected of being abused or neglected (list additional children on the back of Part 1)

NAME BIRTH DATE SOCIAL SECURITY # SEX RACE

3. Mother's name
4. Father's name
5. Child(ren)'s address (No. & Street)
6. City
7. County
8. Phone No.
9. Name of the alleged perpetrator of abuse or neglect
10. Relationship to child(ren)
11. Person(s) the child(ren) living with when abuse/neglect occurred
12. Address, City & Zip Code where abuse/neglect occurred
13. Describe injury or conditions and reason for suspicion of abuse or neglect (Attach additional sheets if necessary)
14. Source of Complaint (Check the appropriate box) PSYCHOLOGIST CLERGY
PHYSICIAN/PHYSICIAN'S ASSISTANT AUDIOLOGIST PROFESSIONAL COUNSELOR
MARRIAGE/FAMILY THERAPIST
MEDICAL EXAMINER (Coroner) *SOCIAL WORKER TEACHER DHS FACILITY
DENTIST/DENTAL HYGIENIST SCHOOL ADMINISTRATOR LAW ENFORCEMENT OFFICER DCH
FACILITY
NURSE SCHOOL COUNSELOR CHILDCARE PROVIDER ELIGIBILITY SPECIALIST
EMERGENCY MEDICAL SERVICES PERSONNEL HOSPITAL SOCIAL WORK SPECIALIST
FAMILY INDEPENDENCE MANAGER FAMILY INDEPENDENCE SPECIALIST SOCIAL SERVICES
SPECIALIST
SOCIAL WORK SPECIALIST MANAGER WELFARE SERVICES SPECIALIST Other (Specify below)
15. Reporting person's name
16. Name of reporting organization (school, hospital, etc.)
17. Address (No. & Street)
18. City
19. State

- 20. Zip Code
- 21. Phone No.

TO BE COMPLETED BY MEDICAL PERSONNEL WHEN PHYSICAL EXAMINATION HAS BEEN DONE

- 22. Summary report and conclusions of physical examination (Attach Medical Documentation)
- 23. Laboratory report
- 24. X-Ray
- 25. Other (specify)

26. History or physical signs of previous abuse/neglect
YES NO

27. Prior hospitalization or medical examination for this child
DATES PLACES

- 28. Physician's Signature
- 29. Date
- 30. Hospital (if applicable)

Department of Human Services (DHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, sexual orientation, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area.

AUTHORITY: P.A. 238 of 1975.

COMPLETION: Mandatory.

PENALTY: None.

DHS-3200 (Rev. 2-08) Previous edition may be used. MS Word 1 *INCLUDES LICENSED MASTER'S SOCIAL WORKER, LICENSED BACHELOR'S SOCIAL WORKER, SOCIAL SERVICE TECHNICIAN, REGISTERED SOCIAL SERVICE TECHNICIAN (Act No. 352, P.A. of 1972, as amended)

INSTRUCTIONS

GENERAL INFORMATION:

This form is to be completed as the written follow-up to the oral report (as required in Sec. 3 (1) of 1975 PA 238, as amended)

and mailed to the local county Department of Human Services. Indicate if this report was phoned into DHS as a report of suspected CA/N. If so, indicate the Log # (if known). The reporting person is to fill out as completely as possible items 1-21.

Only medical personnel should complete items 22-30.

1. Date - Enter the date the form is being completed.
2. List child(ren) suspected of being abused or neglected - Enter available information for the child(ren) believed to be abused or neglected. Indicate if the child has a disability that may need accommodation.
3. Mother's name - Enter the mother's name (or mother substitute) and other available information. Indicate if the mother has a disability that may need accommodation.
4. Father's name - Enter the father's name (or father substitute) and other available information. Indicate if the father has a disability that may need accommodation.
5. Child(ren)'s address - Enter the address of the child(ren).
6. City
7. County
8. Phone - Enter phone number of the household where the child(ren) resides.
9. Name of the alleged perpetrator of abuse or neglect – Indicate person(s) suspected or presumed to be responsible for the alleged abuse or neglect.
10. Relationship to child(ren) - Indicate the relationship to the child(ren) of the alleged perpetrator of neglect or abuse, e.g., parent, grandparent, babysitter.
11. Person(s) child(ren) living with when abuse/neglect occurred - Enter name(s). Indicate if individuals have a disability and need accommodation.
12. Address where abuse/neglect occurred.
13. Describe injury or conditions and reason for suspicion of abuse or neglect - Indicate the basis for making a report and the information available about the abuse or neglect.

14. Source of complaint - Check appropriate box noting professional group or appropriate category.

Note: If abuse or neglect is suspected in a hospital, also check the hospital.

DHS Facility - Refers to any group home, shelter home, halfway house or institution operated by the Department of Human Services.

DCH Facility - Refers to any institution or facility operated by the Department of Community Health.

15. Reporting person's name - Enter your name if you are reporting this matter.

16. Name of reporting organization - Enter the name of the agency or organization, if appropriate.

17. Address

18. City

19. State

20. Zip Code

21. Phone Number

DHS-3200 (Rev. 2-08) Previous edition may be used. MS Word 2

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ELECTRONIC COMMUNICATIONS

The advancement of technology has provided many new ways for individuals to communicate with one another. These electronic communications include social networking sites, instant messaging, text messaging, e-mailing and photo-sharing, among others. Additional methods of electronic communication can be anticipated as technology continues to evolve.

However, the use of such technology must be approached with caution by School employees. Given the nature of the communications, there is a significant potential both for inappropriate use and for alleged inappropriate use. To protect staff and students, the following restrictions are established:

- A. Electronic communications with students should be appropriate in tone, content, and quantity. Stalking, harassment, or other unwelcome behaviors are prohibited, including any type of sexually suggestive comments, photos, or graphics.
- B. Electronic communications with other employees should be appropriate in tone, content, and quantity. Stalking, harassment, or other unwelcome behaviors are prohibited.
- C. Electronic communications during work time shall only be allowed for work-related matters or personal emergencies. Work time is defined as all paid work time that is not a designated break or meal period.
- D. Communication with students is not to occur through electronic methods. This does not apply to students to whom you are related or over whom you have guardianship.

- E. Electronic communications with students are only to occur through School maintained e-mail accounts or websites.

The School may require the employee to produce records for review when there is a reason to believe that this policy has been violated. Records within the School's control may be reviewed periodically to assure that this policy is being complied with. These may include Internet logs, cell phone records, or other similar documentation.

Questions regarding acceptable electronic communications or unwelcomed electronic communications from someone associated with the School should be submitted to the School Director.

Adopted

STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY

Reference: P.L. 106-554, Children's Internet Protection Act of 2000
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

Staff members are encouraged to use computers/network and Internet connection for educational purposes. Use of such resources is a privilege, not a right. Staff members must conduct themselves in a responsible, efficient, ethical, and legal manner. Unauthorized or inappropriate use, including any violation of these guidelines, may result in cancellation of the privilege, disciplinary action consistent with the applicable collective bargaining agreement and Board policy, and/or civil criminal liability. Prior to accessing the Internet at school, staff members must sign the Staff Network and Internet Acceptable Use and Safety Agreement.

Smooth operation of the school's Network relies upon users adhering to the following guidelines. The guidelines outlined below are provided so that users are aware of their responsibilities.

- A. Staff members are responsible for their behavior and communication on the Internet. All use of the Network must be consistent with the educational mission and goals of the School.
- B. Staff members may only access the Internet by using their assigned Internet/E-mail account. Use of another person's account/address/password is prohibited. Staff members may not allow other users to utilize their passwords. Staff members are responsible for taking steps to prevent unauthorized access to their accounts by logging off or "locking" their computers when leaving them unattended.
- C. Staff members may not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users, or misrepresent other users on the network. Staff members may not intentionally disable any security features of the Network.
- D. Staff members may not use the Internet to engage in "hacking" or other unlawful activities.

Staff members shall not use the Network to transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs. Sending, sharing, viewing, or possessing pictures, text messages, e-mails, or other materials of a sexual nature (i.e. sexting) in electronic or any other form, including the contents of a wireless communication device or other electronic equipment, is grounds for discipline up to and including termination. Such actions will be reported to local law enforcement and child services as required by law.

- E. Transmission of any material in violation of any State or Federal law or regulation, or Board policy is prohibited.
- F. Any use of the Internet for commercial purposes, advertising, or political lobbying is prohibited.
- G. Staff members are expected to abide by the following generally accepted rules of network etiquette:
 - 1. Be polite, courteous, and respectful in your messages to others. Use language appropriate to school situations in any communications made through the Board's computers/network. Refrain from using obscene, profane, vulgar, sexually explicit, defamatory, or abusive language in your messages.
 - 2. Never reveal names, addresses, phone numbers, or passwords of students while communicating on the Internet.
 - 3. Check email frequently and delete email promptly from the personal mail directory to avoid excessive use of the electronic mail disk space. Nothing herein alters the staff member's responsibility to preserve e-mail and other electronically stored information that constitutes a public record, student education record, and/or a record subject to a Litigation Hold.
- H. Use of the Internet to access, process, distribute, display or print child pornography and other material is obscene, objectionable, inappropriate or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex and excretion; material that depicts, describes or represents in a patently offensive way with respect or what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and material that lacks serious literary, artistic, political or scientific value as to minors. Offensive messages and pictures, inappropriate text files, or files dangerous to the integrity of the Board's computers/network (e.g., viruses) are also prohibited.

- I. Malicious use of the Network to develop programs that harass other users or infiltrate a computer or computer system and/or damage the software components of a computer or computing system is prohibited. Staff members may not engage in vandalism or use the Network in such a way that would disrupt its use by others. Vandalism is defined as any malicious or intentional attempt to harm, steal or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass Network security and/or the School's technology protection measures. Staff members also must avoid intentionally wasting limited resources. Staff members must immediately notify the building School Director if they identify a possible security problem. Staff members should not go looking for security problems, because this may be construed as an unlawful attempt to gain access.

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- J. All communications and information accessible via the Internet should be assumed to be private property (i.e, copyrighted and/or trademarked). All copyright issues regarding software, information, and attributions of authorship must be respected.
- K. Downloading of information onto the Board's hard drives is prohibited; all downloads must be to a thumb drive. If a staff member transfers files from information services and electronic bulletin board services, the staff member must check the file with a virus-detection program before opening the file for use. Only public domain software may be downloaded. If a staff member transfers a file or software program that infects the Network with a virus and causes damage, the staff member will be liable for any and all repair costs to make the Network once again fully operational.
- L. Privacy in communication over the Internet and the Network is not guaranteed. To ensure compliance with these guidelines, the Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/network. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

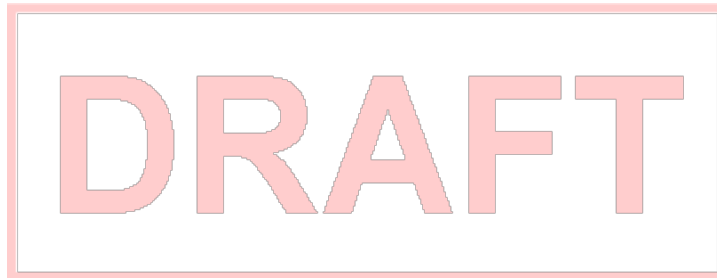
Staff members have no right or expectation to privacy when using the Network. The School reserves the right to access and inspect any facet of the Network, including, but not limited to, computers, devices, networks or Internet connections, e-mail or other messaging or communication systems or any other electronic media within its technology systems or that otherwise constitutes its property and any data, information, e-mail, communication, transmission, upload, download, message or material of any nature or medium that may be contained therein.

A staff member's use of the Network constitutes his/her waiver of any right to privacy in anything s/he creates, stores, sends, transmits, uploads, downloads or receives on or through the Network and related storage medium and equipment. Routine maintenance and monitoring, utilizing both technical monitoring systems and staff monitoring, may lead to the discovery that a staff member has violated Board policy and/or the law.

An individual search will be conducted if there is reasonable suspicion that a staff member has violated Board policy and/or law, or if requested by local, State or Federal law enforcement officials.

Staff is reminded that their communications are subject to North Carolina's public records laws and FERPA.

- M. Use of the Internet and any information procured from the Internet is at the staff member's own risk. The Board is not responsible for any damage a user suffers, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. The Board is not responsible for the accuracy or quality of information obtained through its services. Information (including text, graphics, audio, video, etc.) from Internet sources used in class should be cited the same as references to printed materials.
- N. Disclosure, use and/or dissemination of personal identification information of minors via the Internet is prohibited, except as expressly authorized by the minor student's parent/guardian on the "Student Network and Internet Acceptable Use and Safety Agreement Form."



- O. Proprietary rights in the design of Web sites hosted on the Board's servers remains at all times with the Board without prior written authorization.

Staff members are reminded that personally identifiable student information is confidential and may not be disclosed without prior written parental permission.

Any individual who is aware of a violation of the policy or this guideline, including inappropriate on-line contact, content or conduct, such as sexting, harassment or cyberbullying, should bring it to the attention of the School Administrator immediately.

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**Be a Light not a judge. Be a model not a choice. Be part
of the solution and not part of the problem.**

**2025 - 2026 School Year
K - 5th Grade Handbook**

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Mission Statement

H.Y.P.E. Leadership Academy empowers students to choose a career pathway to success to build the next generation of community activists through academic excellence and a culture of leadership.

School Hours

Grades K-5 7:50 AM - 3:00 PM

School Office Hours

Monday - Friday 7:30 AM-3:30 PM

Board of Directors

Alberta Lampkins – President

Rodney MrCrowre – Vice President

Robert “Jason” Poole – Board Treasurer

Bradford Gaddy – Board Secretary

Michael Burns – Board Member

Brandon Price – Board Member

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Administration

Gerard Falls, Superintendent
gfalls@hype-leadership.org

NONE, School Director
none@hype-leadership.org

Joe Salisbury, Director of Business, NC
jsalisbury@hype-leadership.org

As a Public Charter School, H.Y.P.E. Leadership Academy will not charge any admission fees, application fees, tuitions fees, textbook fees, or any other fees to any student or parent/guardian of any student, no matter of their race, color, cultural heritage, national origin, religion, age, sex, sexual orientation, marital status, physical or mental disability, political affiliation, source of income, veteran status or any other status protected under local, state, or federal law.

Educational Service Provider

The Romine Group
7877 Stead
Suite 100
Utica, MI. 48317

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OVERVIEW OF GENERAL INFORMATION

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General Information

The regular school day begins at 7:50 AM and ends at 3:00 PM. Breakfast will be available from 7:30 AM -7:50 AM. Students will be permitted in the school at 7:30 am and are to report directly to the kitchen if they want to participate in breakfast. Breakfast is a prepaid system and families qualify for free/reduced status according to the same guidelines followed for lunch.

Second Chance Breakfast is where we are offering tardy students the opportunity to get a meal after breakfast closes. We understand there are circumstances that prevent students from arriving on time. However, the need for a healthy breakfast for students is still there. Studies have shown that when a student eats a healthy, full breakfast, their attentiveness in class is better and they score better on tests. From 7:50 am until 8:15am, tardy students will have the opportunity to get breakfast on their way to class. If your student is approved for Free/Reduced Meals, they will still get this rate for breakfast.

STUDENTS ARRIVING AFTER 7:50 AM MUST BE ACCOMPANIED BY A PARENT. THEY MUST SIGN IN AT THE FRONT DESK AND WILL BE CONSIDERED TARDY. IF THERE IS NO STAFF MEMBER PRESENT OUTSIDE TO RECEIVE YOUR STUDENT, PLEASE WALK YOUR STUDENT IN TO THE FRONT OFFICE TO CHECK THEM IN. THIS IS IMPORTANT FOR STUDENT SAFETY

REGULAR DAILY SCHEDULE (K-5th Grade)

7:30 AM Doors Open—*students should report directly to homeroom or pick up breakfast*

7:30 AM-7:50 AM Breakfast is consumed in classrooms (**7:50-8:15 AM 2nd Chance Breakfast**)

7:50 AM-3:00 PM Student proceeds through school day with homeroom teacher
Each student will have twenty-five minutes to complete his or her lunch. There are 3 lunch periods for students:

1st Lunch (K-2) – 11:00 AM -11:25 AM

2nd Lunch (3-5) – 11:30 AM – 11:55 AM

Office Hours

Monday-Friday 7:30AM-3:30PM

EMERGENCY CLOSINGS

In the event of a school closing due to weather or other emergencies, please check the local news stations, Class Dojo, as well as, Facebook page. In the event of a non-weather-related school emergency, you will be contacted by H.Y.P.E. personnel, so **it is important that you keep your information updated at the front office.**

DAILY PROCEDURES

—ARRIVAL

Parents of students may drop off their children at their designated entry doors or drop-off points.

Students should arrive at school between 7:30 AM and 7:50 AM, however students will NOT be permitted to enter the building until 7:30 AM, unless they are in the Before School care program. *Please have students dress appropriately for the weather if they will arrive prior to 7:30 AM—No matter the weather conditions they will not be permitted inside the building prior to 7:30 AM.* Students need to enter the building in an orderly fashion; they may not run, shout, or otherwise act in a disorderly manner. All students wearing hats need to remove them upon entering the building.

Prompt arrival into the classroom is essential. Classroom doors shut at 7:51 AM, and all students entering the school building after 8:00 AM will be considered tardy. Students entering the building after 7:50 AM must be accompanied by a parent/guardian. **No parents can accompany their child to class after 7:50 AM.**

AM & PM FACILITY SAFETY PROCEDURES

Parents are not to park or stand in the drop off zones. They are for quick drop off only. A parking lot map & details may be picked up in the main office. Students and parents are only to use the main entrance doors for entering & exiting the building between 6:30 AM and 3:30 PM. The main entrance is located on MAIN STREET NAME. All visitors during this time MUST report to the office, sign in and provide their driver's license, to be scanned for safety purposes. Visitors will NOT be permitted into the classroom corridors without prior approval or a scheduled appointment. When the appointment is completed, visitors must check out at the front desk. This is for the protection of all students and staff in the building.

School Day Visitor Procedures

- The school doors will lock at 7:50 AM and remain locked until 3:00 PM.
- ALL visitors will need to be buzzed into the MAIN Street entrance by the main office to gain entry to the building.
- ALL visitors over the age of 18 must have a valid driver's license or other government-issued ID in their possession.

Failure to produce a valid driver's license or other government-issued ID will result in your being denied entrance to the school.

- ALL visitors' IDs will be scanned in the office area to complete a background check upon entry to the school. (Information obtained is not stored and only viewed by the main office staff at the point of scanning to ensure the safety of our building. Upon findings that are of a concern, staff will simply inform the visitor that they will not be granted access to the building, and they will be asked to leave the premises.)

LUNCH

Each student will have twenty-five minutes to complete his or her lunch. Students are expected to follow the Lunch Room Behavior Code and respect all adults, staff, or parent volunteers enforcing this Code.

- Students are expected to sit during the lunch period and ask permission to move otherwise.
- Students are to use normal/table voices when conversing with other students.
- Students are expected to use good table manners while at lunch and to clean up their area after eating.
- During the last 5 minutes of lunch, K-5 students will go to a voice level Zone Zero and will start the cleaning process. K-5 students will remain at Zone Zero through lunch room dismissal

Any student that does not follow the Behavior Code will be redirected according to behavior code.

Continual problems will result in loss of cafeteria privileges and the student will be required to eat in the school office or other assigned area with their parent/guardian if necessary. A daily lunch program is offered to all H.Y.P.E. students from an outside food service. Menus can be found by checking the H.Y.P.E. website for a link to the food service website. A payment system will be provided, which requires prepayment of lunches. Lunch payment can be prepaid via the website www.schoolcafe.com with each student's id number or with a check or money order made out to H.Y.P.E. Leadership Academy.

There are no refrigerators or microwaves for student use. All lunches brought in need to be prepared ahead of time. Drink boxes, for example, can be frozen the night before and packed in the student's lunch to keep items cool.

Parents/guardians may sign their students out for lunch; however, they must not miss class time. If students are missing class time due to off-site lunch plans, they will receive a tardy that will accrue to absences. (See attendance guidelines for details.) This will not be excused.

Parents/guardians may order from a third-party vendor to have lunch delivered for their student, however, it must already be paid for. The office will receive the item, but staff are not responsible for signing for it or paying for it. If this occurs, the vendor will be refused and turned away at the door and any expense incurred will be the responsibility of the parent/guardian.

Parents/guardians may also bring lunch and drop it off in the main office, but it must have the student's name and teacher on it. (Please note students will not be pulled out of class to come and get their lunch. The student will have to come down to the office during their designated lunchtime to pick it up.)

Parents/guardians are permitted to sign in at the front desk and eat lunch with their students. **Furthermore, at no time are caffeinated beverages or other similar products permitted for students per the USDA Smart Snacks rule, which is a requirement to the National School Lunch Program Guidelines.**

RECESS

Students in grades K-5 have daily recess for approximately 30 minutes. Students are required to stay in the designated recess area and follow all school policies. All students are required to participate in recess time, so it is the parent's/guardian's responsibility to make sure they are dressed appropriately for the weather.

Students will go outside for recess when the temperature is above 40 degrees. In the event of inclement weather or extreme temperatures, recess will be held in the student's classroom.

DISMISSAL

At no time will the school permit a student to be dismissed without a parent/guardian. Students are not permitted to walk home or leave with a friend without written parent/guardian permission and approval in the main office. Repeated offenses will be turned over to the School Director and/or support staff for review and follow-up.

Students in grades K-5 are dismissed from their classroom at 3:00 PM. Parents are required to follow all instructions for dismissal. **Parents who do not pick up their child by 3:25 PM will be charged a late fee of \$5. If the student is picked up between 4:00-4:30 PM the fine will be \$10, and a pick up after 4:30 PM will have a fine of \$15. Cash, Paypal, Credit or Debit cards are accepted for payment.** Students may not wait in the building or on the premises without staff supervision.

INDIVIDUAL STUDENT DISMISSAL

Students will be dismissed from their classroom to a parent/guardian or emergency contact until the age of 18. Students will not be dismissed to any other adult or peer unless prior written arrangements are made with the office. This procedure will guarantee the safety and well-being of all students.

Parents/Guardians are required to go to the office to pick up their child at times other than normal arrival and dismissal. The Parent/Guardian is not to go directly to the classroom but report to the office where they will be required to sign students out. After approval from the main office, the student's educator will send the student to meet the parent at the office. Parents should not go to the classroom to pick up the student. This causes disruption to the learning environment.

PROCEDURE FOR LATE ARRIVAL and PARENT-REQUESTED EARLY RELEASE

1. Late Arrivals: parents are asked to call the school when their child is going to be late. Upon arrival, the student must report to the front desk accompanied by their parent/guardian to sign-in.
2. Educators will be informed of whether the late arrival is "excused" or "unexcused."
3. **For parent-requested Early Release, a phone call or arrangements must be made prior to 2:00pm the day of the requested early release and must be for medical or emergency purposes.** This is to ensure minimal disruption to the learning environment for your child and others, ensure your child has all their materials to go home, and most importantly, ensure the order and safety of our entire building.
4. A student will be considered absent for the morning if he/she arrives after 10:30 AM and for the afternoon if he/she leaves before 12:00 PM.
5. All documentation will be maintained in the student record.

BEFORE AND AFTER SCHOOL CARE PROGRAMS

Before School Care:

Only students who are presently enrolled in H.Y.P.E. Leadership Academy are eligible for the **H.Y.P.E. Before School Care Program**, which is provided by H.Y.P.E. staff. The program has a \$200 registration fee per student (\$150 per student for families with multiple students registered) which covers the entire school year. Families may arrange to pay the fee in multiple installments if needed by contacting the Business Manager. Payment must be received in advance. ***If students are not registered for the Before School Care Program and arrive prior to 7:30 AM, they will not be allowed into the building and will NOT be the responsibility of H.Y.P.E. until the doors open at 7:30 AM.***

After School Care:

Only students who are presently enrolled in H.Y.P.E. Leadership Academy are eligible for the **H.Y.P.E. After School Program**, which is provided by H.Y.P.E. staff. The program offers a snack, homework time, recess and activities. The program rates are \$15/day, \$65/week or \$225/month. While on a Plan B (A/B) Schedule the fees are \$15/day, \$25/week or \$100/month. Payment must be submitted in advance.

A/B Schedule: The program rates are \$15/day, \$25/week, or \$100/month.

WITHDRAWAL OF STUDENT FROM BEFORE AND AFTER SCHOOL PROGRAMS:

H.Y.P.E. Leadership Academy reserves the right to exercise immediate withdrawal of any student or individual if it is deemed that such person(s) fails to abide by the rules established for the program. A student may also be withdrawn from the Before and After School Care programs if the fees are not paid. Written notice will be sent to the parent or legal guardian explaining reasons for withdrawal.

All students enrolled and participating in the Before or After School Care programs are subject to the same rules of conduct as during the school day. Program staff members are permitted to issue Student Conduct Referrals as appropriate and forward to the School

Director/administrator for follow-up. Program staff are also designated to inform the program director of student issues and students may be dismissed from the Before and After School Care program if deemed necessary by the directors.

NO-RESCUE POLICY

H.Y.P.E. works to train and educate students towards self-reliance. Therefore, students are not allowed to call home and ask parents to bring in homework, projects, and calm upset feelings or arrange sleepovers, etc. Because H.Y.P.E. values the educational time entrusted to the teacher, teachers will release students to the office to ask to use the phone only in emergency situations.

Office staff will use the following procedures when a student asks to use the phone:

1. The office staff will ask the student why he or she wants to use the phone. Care will be given to assess the student's predicament. A decision will be made by the staff person (based on the above stated purpose) whether the student should be allowed to call home.
2. If it is determined that the student should work through the issue without calling home, the staff person will discuss with the student resources available at the school to help.
3. When the student is determined able to manage the problem, he or she will be sent back

to the classroom.

4. If after working with the student, it is determined that he or she will not be able to function at school appropriately, the staff person will contact the student's parent/guardian. This final step should occur only on rare occasions.

TELEPHONE

A telephone is available in the school office for EMERGENCY phone use by students. During the school day, permission to use the telephone must come from the office personnel. It is also school policy for students to work out any concerns with staff when adult intervention is needed, not with parents by phone. **Cellular phones are not permitted to be used at school without administrative approval. If a student is found using a cellular phone, it will be confiscated and a parent must come in to obtain the phone. Refusal to turn in a cell phone will result in further disciplinary action.** Please see policy for prohibited electronic devices for additional procedure of handling students utilizing a cell phone without approval.

VISITORS

Adult visitors are always welcome. To ensure awareness of who is in the building at all times, visitors must register at the front office and wear a visitor's badge while on school grounds. Students or parents from other schools wishing to visit must make prior arrangements with the School Director and a fifteen-minute observation will be scheduled with an educator. Any visitors that will be spending more than four hours in a week at H.Y.P.E. will be required to meet all criminal/background screening at the cost of the visitor. This is to ensure the safety of all H.Y.P.E. students and staff.

Visitor Procedures

- The school doors will lock at 7:50 AM and remain locked until 3:00 PM.
- ALL visitors will need to be buzzed into the MAIN STREET NAME entrance by the main office staff to gain entry to the building.
- ALL visitors over the age of 18 must have a valid driver's license or government-issued ID in their possession.

Failure to produce a valid driver's license or other government-issued ID will result in your being denied entrance to the school.

- ALL visitors' IDs will be scanned in the reception area to complete a background check upon entry to the school. (Information obtained is not stored and only viewed by the main office staff at the point of scanning to ensure the safety of our building. Any findings that are of a concern, our staff will simply inform you that you will not be granted access to the building, and you will be asked to leave the premises.)

VOLUNTEER POLICY

H.Y.P.E. Leadership Academy recognizes that certain programs and activities can be enhanced by volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities. The School Director in cooperation with H.Y.P.E. staff shall be responsible for recruiting volunteers, reviewing their capabilities, and making appropriate placements. H.Y.P.E. shall not be obligated to make use of volunteers whose abilities are not in accord with school needs. A designated school administrator shall conduct appropriate background checks on all volunteers

in the same manner as required for other professional staff for any volunteer who is assigned to the school for more than four hours per week.

The Administration is to inform each volunteer that s/he:

- Shall agree to abide by all School policies and guidelines while on duty as a volunteer including signing, if appropriate, the School's Network and Internet Access Agreement Forms
- Will be covered under the School's liability policy but the School cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers compensation;
- Will be asked to sign a form releasing the School of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.
- Will attend the appropriate training for the assigned tasks prior to his/her volunteer services at the school.

The designated administrator shall also ensure that each volunteer is properly informed of the school's appreciation for his/her time efforts in assisting the operation of the school. Additionally, all volunteers working directly with students for more than 4 hours per week will be required to participate in a full background check at their own expense (\$16.95/2 yr time period). Any volunteer for durations less than 4 hours per week will still undergo daily background screenings.

UNAUTHORIZED, DISRUPTIVE, OR DANGEROUS VISITORS

If a school employee becomes aware that an individual is on school property without having received permission or that an individual is exhibiting unusual, threatening, or dangerous behavior, the employee must either direct the individual to the administrative office or notify the School Director, designee or school resource officer, depending on the circumstances.

If a school employee suspects that an individual is on school property in violation of policy 5022, Registered Sex Offenders, the employee must immediately notify the School Director, designee or school resource officer.

Students will be instructed to notify a school employee of any unusual or suspicious behavior by visitors. School employees shall inform the School Director or designee immediately of a student's report of suspicious behavior on the part of a school visitor.

When an individual disrupts the educational environment, acts in a disorderly manner, damages school property, or violates School policy or the law, the School Director or designee has authority to do any of the following:

1. Order the individual to leave school property;
2. Notify law enforcement; or
3. Take any other action deemed appropriate under the circumstances.

Failure to comply with a request to leave school grounds may result in the filing of trespassing charges or other charges as appropriate against the offending individual. The superintendent,

upon recommendation from the School Director, may deny an individual permission to come onto school grounds or enter a school facility for up to one school year if the individual is guilty of disruptive or dangerous behavior on school grounds.

Legal References: **G.S. 14-132, -132.2, -159.11, -159.12, -159.13; -208.18; 115C-523, -524, -526** Cross References: Registered Sex Offenders (policy **5022**), Prohibition of Alcoholic Beverages(policy **5025**), Smoking and Tobacco Products (policy **5026/7250**), Weapons and Explosives Prohibited (policy **5027/7275**), Community Use of Facilities (policy **5030**)

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ATTENDANCE POLICIES

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Attendance

All students are expected to attend school for the entire academic year. Parents are strongly discouraged from taking their students out of school for family vacations. North Carolina law G.S. 115C-84.2 requires students to be in continuous attendance for a minimum of 180 days or 1,025 hours. Any parent, guardian, or other person violating the provisions of the Compulsory Attendance Law is guilty of a Class 1 misdemeanor (G.S. 115C-380). Encore procedures are designed to keep students in continuous progression with their academic development.

I. ATTENDANCE:

1. Parents are asked to call the main office before 7:50 am when their child is going to be absent. This does not constitute an excused absence.
2. Whenever students are absent, notes or medical excuses are required explaining the absence. The note should also have day, time, and phone number where the parent can be reached.
3. Parents may arrange in advance for absences. Pre-arranged absences are not automatically excused (guidelines apply for excused/unexcused absences).
4. Please see the list of North Carolina lawful excuses for absence from school at the end of this section.
- 5. Students absent from school the day of a scheduled after-school or evening sponsored activity/event will NOT be allowed to participate in that activity/event.**

II. FAMILY VACATIONS:

1. Families are encouraged to schedule vacations when H.Y.P.E. Leadership Academy is not in session. If a family trip is scheduled while H.Y.P.E. is in session, parent/guardians must contact student's teachers in advance concerning how each child will complete missed assignments.
2. Time given for the completion of make-up work will be one (1) day for every day absent.

III. ATTENDANCE PROCESS /TRUANCY:

1. A letter will be sent to the student's parent/guardian upon the 3rd unexcused absence.
2. A mandatory conference will be held between administration and the student's parent/guardian upon the 6th unexcused absence.
3. If the student reaches 10 unexcused absences (or 20 excused), they may be retained in the current grade level due to lack of formal instruction and/or they may be permanently removed from H.Y.P.E. due to lack of attendance. The Circuit Court Juvenile Division will be notified that the student has been removed from the Academy. As well, the parent/guardian may be charged with Truancy under NC General Statutes - Chapter 115C Article 26.
4. A student will be considered absent for the morning if he/she arrives after 10:30 AM and for the afternoon if he/she leaves before 12:00 PM.

Please Note:

5 Late Arrivals (after 7:55am) = 1 absence

5 Early Dismissals (before 3:00pm) = 1 absence

Tardy During the School Day Policy

All students are required to transition classes and activities according to their schedule in a timely manner. Timeliness is essential to academic success. Tardy students will be subject to the following consequences:

1st Offense: Student Conference with Parent Notification

2nd Offense: Silent Lunch with Parent Notification

3rd Offense: Detention with Parent Notification

4th Offense: In-School Suspension

IV. APPEAL PROCESS:

1. Students who exceed the number of absences with justifiable cause may appeal to the School Director. The appeals process is only for presenting proof of justifiable absences. It is not intended for any other use.
2. Students who wish to use the appeals process must present a completed form to the School Director's office clearly giving reasons for their absences. Excuses such as getting up late, car problems, or missing a ride will not be accepted.
3. Each case will be heard and judged on its individual merits.
4. It is the parent's responsibility to provide the necessary materials on his/her behalf.
5. The School Director will schedule a meeting to consider and discuss.
6. The decision of the School Director will be final.

ATTENDANCE AND CREDITS EARNED

A student who has *MISSED 8 DAYS OF CLASS* within a given trimester *MAY BE RETAINED IN THEIR CURRENT GRADE*. The School Director will issue a final decision on retention at the end of the school year.

Lawful Absences:

The superintendent, School Director, or teacher who is in charge of a school has the right to excuse a student temporarily from attendance on account of sickness or other unavoidable cause.

The following are the valid/lawful excuses for temporary nonattendance of a student at school.

1. **Illness or Injury:** When the absence results from illness or injury, which prevents the student from being physically able to attend school.
2. **Quarantine:** When isolation of the student is ordered by the local health officer or by the State Board of Health.
3. **Death in the Immediate Family:** When the absence results from the death of a member or the immediate family of the student. For the purpose of this regulation, the immediate family of a student includes, but is not necessarily limited to, grandparents, parents, brothers, and sisters.
4. **Medical or Dental Appointments:** When the absence results from a medical or dental appointment of a student.
5. **Court or Administrative Proceedings:** When the absence results from the attendance of a student at the proceedings of a court or an administrative tribunal if the student is a party to the action or under subpoena as a witness. The Local Board of Education can be considered an

administrative tribunal.

6. Religious Observance: School Directors are required to authorize a minimum of two excused absences each academic year for religious observances required by faith of a student or a student's parents. The student shall be given the opportunity to make up any tests or other work missed due to this excused absence. (S.L. 2010-112)

7. Educational Opportunity: When it is demonstrated that the purpose of the absence is to take advantage of a valid educational opportunity, such as travel. Approval for such an absence must be granted prior to the absence. This would include, but is not limited to, a student serving as a legislative page or a governor's page.

8. Local School Board Policy: LEAs may excuse temporary or occasional absences for other reasons in accordance with local school board policies, provided that the student has been in attendance for at least one-half of a school day during the current school year.

9. Absence related to deployment activities: A student whose parent or legal guardian is an active duty member of the uniformed services and has been called to duty for, or is on leave from, or immediately returned from deployment to a combat zone or combat support posting for the purpose of visiting said parent or legal guardian. (G.S. 115C-407.5Article V (E))

10. Child Care: Absences due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent are to be coded unexcused (lawful). (G.S.115C-375.5)

Medically Fragile:

Students who are medically fragile are frequently absent from school, and their absences are directly related to their severe or life threatening physical condition.

A medically fragile student is identified as follows:

A student who qualifies for special education in one of the existing categories of disability and for whom a licensed medical doctor has provided documentation that an associated or accompanying chronic illness is so severe as to affect the student's school attendance. A medically fragile student is one whose illness frequently places him/her in life threatening situations. In addition, he/she may be technology-dependent for life support systems, i.e., tracheotomy, gastrostomy, etc.

Rare instances may exist in which a child does not qualify for special education as defined in the Individuals with Disabilities Education Act (IDEA). However, the child would unquestionably meet the definition of disabled under Section 504 of the Rehabilitation Act of 1973, and thus would be eligible for consideration as a medically fragile student.

Hospital/Homebound:

If a student is confined at home or in a hospital, is unable to attend school, and is receiving homebound instruction from his/her home school/LEA, he/she is to be considered Hospital/Homebound. Once school/LEA personnel have made contact (a face-to-face meeting) with the student to provide instruction, the student should be counted PRESENT. The student should continue to be counted present for the span of time during which regularly scheduled hospital/homebound instructional services are delivered. (Supporting documentation should be maintained at the school.)

DEVELOPMENTAL			
			Yellow
			Pink
			Yellow
			Pink
			Pink
			Pink
			Yellow
			Blue
			Orange

Admissions & Enrollment

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ADMISSION

During the school year, parents wishing to enroll their child into H.Y.P.E. are required to complete an application and provide all necessary documentation. If space is available, the parent will receive notification of their reserved space and next steps for registration. If space is not available, the child will be placed on the waiting list and called in the order they applied (based on date and time of submitted application), but within boundaries of priority preferences such as sibling preference. **Enrollment period closes at the end of November.**

During public open enrollment for the following school year, parents must complete the application and provide all necessary documentation. If the number of students enrolled in a grade level during open enrollment exceeds the number of open seats available, students will be admitted on the basis of the lottery system according to the Board of Directors policy.

RE-ENROLLMENT

Re-enrollment is a designated period for parents wishing to re-enroll their child. All parents will be required to complete a form to reserve their child's placement for the following school year.

PARENT INVOLVEMENT AND COMMITMENT

In support of strengthening student academic achievement, when H.Y.P.E. Leadership Academy School district, also known as an LEA (local educational agency), receives Title I, Part A funds, it must develop jointly with, agree on with, and distribute to, parents of participating children a written parental involvement policy that contains information required by section 1118(a) (2) of the Elementary and Secondary Education Act (ESEA) (district wide parent

involvement policy). The policy establishes the LEA's expectations for parental involvement and describes how the LEA will implement a number of specific parental involvement activities, and is incorporated into the LEA's plan submitted to the State educational agency (SEA).

General Expectations

H.Y.P.E. Leadership Academy School District agrees to implement the following statutory requirements:

- The school district will put into operation programs, activities and procedures for involvement of parents with the Title I, Part A programs, which is consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). Those programs, activities and procedures will be planned and operated with meaningful consultation with parents and participating children.
- Consistent with section 1118, the school district will work with its school to ensure that the required school-level parental involvement policies meet the requirements of section 1118(b) of the ESEA, and each include, as a component, a school-parent compact consistent with section 1118(d) of the ESEA.

Shared Responsibilities for High Student Performance:

- As a component of the school-level parental involvement policy developed under subsection (b), the school shall jointly develop with parents for all children served a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.
- Such compact shall:
 - Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the State's student performance standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, volunteering in their child's classroom, and participating as appropriate in decisions relating to the education of their children and positive use of extracurricular time.
 - Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
 - parent-teacher conferences at least annually, during which the compact shall be discussed as the compact relates to the individual student's achievement;
 - frequent reports to parents on their student's progress; and
 - reasonable access to staff, opportunities to volunteer and participate in their child's class and observation of classroom activities.

The school district will incorporate this district wide parental involvement policy into its LEA plan developed under section 1112 of the ESEA.

In carrying out the Title I, Part A parental involvement requirements, to the extent practicable, the school district will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under section 1111 of the ESEA in an understandable and uniform format, including alternative formats upon request and to the extent practicable, in a language parents understand.

The school district will be governed by the following statutory definition of the parental involvement, and will carry out programs, activities and procedures in accordance with this definition: Parental involvement means the participation of parents in regular, two way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- that parents play an integral role in assisting their child's learning;
- that parents are encouraged to be actively involved in their child's education at school;
- that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child;
- the carrying out of other activities, such as those described in section 1118 of the ESEA.

Description of How District will Implement Required District Wide Parental Involvement Policy Components

H.Y.P.E. Leadership Academy School District will take the following actions to involve parents in the joint development of its district wide parental involvement plan under section 112 of the ESEA:

- H.Y.P.E. Leadership Academy School District will establish a district level School Improvement Team (SIT).
- There will be at least two parents to serve on the SIT.
- At least ten SIT meetings will be scheduled during the school year. During one of those meetings, parents shall be given to review and provide input on the development of the district wide parental involvement plan, including the following:
 - The overall nature of the Title I program
 - Their rights as parents and the obligations of the school district set forth in Title I, including the district policy concerning parent involvement
 - Procedures for disseminating written information about the program (as prescribed by Federal Statute and State regulations).
 - Review of written copies of information about the program, including the Federal Statute and regulations, any applicable state or local laws or regulations, and current and prior program applications and evaluations as available.
 - Review of written communications and policies to ensure that information is in a parent friendly language and format.

H.Y.P.E. Leadership Academy School District will take the following actions to involve parents in the process of school review and improvement under section 1116 of the ESEA:

- Parents will be invited to participate in state mandated school improvement advisory committees. As members of this committee, parents will participate in the review of data-driven decisions designed to promote school improvement.

H.Y.P.E. Leadership Academy

- Parents participating on the district wide SIT will review and provide input into the development and continuous improvement of the district wide parent involvement plan.
- Parents, district staff and school personnel will jointly agree on methods for the district and school officials to consult with parents on aspects of Title I planning, design and implementation, including all phases of: needs assessment, determination of program, goals and objectives, determination of educational strategies, implementation of projects, development of program applications and program evaluations.

H.Y.P.E. Leadership Academy School District will provide the following necessary coordination, technical assistance, and other support to assist Title I, Part A programs in planning and implementing effective parental involvement activities to improve student academic achievement and school performance and shall be prepared to offer upon request, such support and resources as needed for effective and full parent consultation and involving, including, but not limited to, an ongoing and effective program of training for parents. This will be developed in consultation with parents. It will include training concerning federal, state and local legal requirements for the program, how the program actually operates, the rights and responsibilities of parents, and how parents can work effectively with each other and the school, in developing and providing parent consultation and involvement.

H.Y.P.E. Leadership Academy School District will conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of its Title I, Part A program. The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, limited literacy, or are of any racial or ethnic minority background.) The school district will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise if necessary its parental involvement policies.

H.Y.P.E. Leadership Academy School District will work to build the capacity of the school and parents for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school, parents and the community to improve student academic achievement, through the following activities specifically prescribed below:

The school district will, with the assistance of its Title I, Part A, provide assistance to parents of children served by the school district as appropriate, in understanding topics such as the following; the State's academic content standards, the State's student academic achievement standards, the State and local academic assessments including alternate assessments, the requirements of Part A, how to monitor their child's progress and how to work with educators. They will also provide materials and training to help parents work with their children to improve their child's academic achievement, such as literacy training and using technology to foster parent involvement.

Title I funds may be used for parent involvement activities, such as the following:

- Providing parent liaisons at the school to work with parents
- Paying teachers or consultants to provide workshops for parents
- Costs of parent involvement meetings
- Setting up parent resource centers at school or other locations

- Parent newsletters and other communications required by Title I
- Paying reasonable and necessary expenses associated with parental involvement activities in order to enable parents to participate in school related meetings and training sessions.

H.Y.P.E. Leadership Academy School District will, with the assistance of its parents, educate its teachers, pupil service personnel, administration and other staff, in how to reach out, communicate with and work with parents as equal partners, in the value and utility of the contributions of parents, in implementing and coordinating parent programs and building ties between parents and school.

WITHDRAWAL POLICY

1. Parent/Guardian should notify the school that the student is transferring to another school.
2. Parent/Guardian should fill out a withdrawal form, which is kept at the reception desk, letting the school know the following:
 - Address and Phone Number
 - Date of Move/Transfer
 - Name of the new school OR homeschooling information
 - Reason(s) for withdrawal
3. Parent/Guardian is expected to:
 - Return all school materials and textbooks
 - Settle all outstanding debts
 - Collect all personal items
 - Turn in withdrawal request form
4. Parent/Guardian can request an exit interview/meeting with administration to discuss concerns, if applicable. Administration may request an exit interview/meeting with parent/guardian, but they are not required to oblige.

* If the H.Y.P.E. receives a records request from a new school, the school will contact the student's parent/guardian to inquire about the situation if this process is not completed as stated.

In the event that the above is not completed and/or returned, the student's records transfer may be delayed and the last report card will not be mailed to the parent/guardian.

ACADEMICS

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Academics

GRADING

Kindergarten through 2nd grades will utilize the mastery of standards key:

4 Exceeding standards

3 Meeting standards

2 Progressing toward standards

1 Limited or no progress towards standards

3rd through 5th grades will utilize the school Academic Key:

A 94-100 A- 93-90

B+ 89-87 B 86-84 B- 83-80

C+ 79-77 C 76-74 C- 73-70

D+ 69-67 D 66-64 D- 63-60

E 59 and below

HONOR AWARDS

At the end of each quarter, special recognition is given to those students who have achieved excellence in the areas of innovation, inquiry, imagination, and inspiration. These awards recipients will be chosen by staff members and peers. Students will also be recognized for attendance as well as outstanding character/leadership.

BEHAVIORAL PROBATION

A student may be placed on behavioral probation if they are consistently and repeatedly referred to administration for behavioral infractions. A student may also be placed on behavior probation because of involvement in serious incidents at school including but not limited to fighting, insubordination, bullying, etc. Students on behavioral probation may not attend field trips or similar non-classroom activities where safety and the reputation of the school is a concern, participate in after school activities, or receive other student privileges until their behavior has been corrected in accordance with an established behavioral contract.

REPORT CARDS – CONFERENCES

Academic reports for students in grades K-5 are distributed in October, January, March, and June.

Mandatory Parent - Educator Conferences are held in December and March of each school year.

Parent/guardians of students under the age of 18 are required to attend the conference to receive their child's report card. In the event the parent is unable to attend their scheduled conference, a conference will be scheduled with school administration, at which time the report will be given to the parent/guardian. Please understand that if you need to schedule with the school administration it may be well after the initial conferences are scheduled. In this event, it is still encouraged that you meet additionally with your child's educator because they know best the progress of your student. *It is understood that educators shall, if necessary, arrange*

additional periodic conferences with parents. Conferences with educators must be scheduled during non-instructional time.

APPOINTMENTS WITH EDUCATORS

Parents/guardians who would like an appointment to meet with their child's educator should first contact their child's teacher through ClassDojo. Phone calls to educators during school hours are reserved for emergencies only. Advance appointments are necessary for meetings with educators.

PROMOTION AND RETENTION

H.Y.P.E. recognizes that the personal, social, physical, and educational growth of children will vary and that students should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It is the policy of H.Y.P.E. that each student shall be moved forward in a continuous pattern of achievement and growth that is in harmony with his or her own development. Such a pattern should coincide with the system of grade levels established by the Board of Directors and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when s/he has:

- Demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade;
- In the opinion of the professional staff, achieved the instructional objectives set for the present grade.
- Demonstrated sufficient proficiency to permit him or her to move ahead in the educational program of the next grade.

In addition to these considered factors each year, a student who, by the conclusion of the 2nd, 3rd and 5th grade, has not scored within the designated grade level range on a nationally norm referenced assessment may be retained and required to repeat their current grade level in order to develop the skills necessary to succeed at the next grade level. The School Director or designee approves the final determination of promotion and retention. In addition, the following factors are considered when making a decision for retention by the professional staff in the student's academic and social livelihood:

- Student performance based on report cards, portfolio, academic records, assessments
- Discipline record
- Attendance record
- Maturity and social level
- Age of the student
- Reading proficiency level

The School Director reserves the right to retain a student in the same grade when his/her judgment, despite the objection of a parent, and in combination of the above-listed factors, strongly suggests that a student needs to have another year of growth in order to be successful at the next grade level.

STANDARDIZED TESTS

H.Y.P.E. gives the following standardized tests every year:

- End of Grade/Course exams (EOG, EOC): Administered to all designated grades
- HMH growth monitoring assessments administered to each student in grades K-5 three times a year. The assessments will measure their academic growth throughout the year.
- Any other state designated/mandated assessment.
- [Click here](#) to view the testing calendar and additional testing information for the current school year.

STUDENT SUCCESS PATHWAYS

Entrepreneurship Pathway students will begin learning basic concepts as early as kindergarten through Science, Technology, Engineering and Math (STEM). Grades 3-5 will focus on educational technology, with an emphasis on more advanced computer skills. Students in grades 6-8 will take Science Technology Engineering Art and Math + (STEAM+) courses that will focus on using technology to create business-related products. Beginning in high school, students will choose their pathway. Those choosing the entrepreneurial pathway will receive opportunities in a variety of leadership, career, and business courses. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

The Health and Wellness Pathway electives offered have been selected to enhance lifelong athleticism goals, instruct in a variety of health and wellness offerings, and to provide opportunities for students to learn more about professions in the health and wellness fields. As early as Kindergarten students will begin taking health and physical education courses. In grades 3-5, the courses will begin to look at more advanced skills. Students in grades 6-8 will take courses that include specific skill sets in selected fields of health and wellness. At the high school level, students that have selected health and wellness as their learning pathway will have opportunities to take electives in a variety of related career fields and participate in activities outside of the school setting. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

The College Preparatory Pathway includes electives that will prepare the students for a successful post-secondary educational experience. Beginning in Kindergarten, students will begin to take basic art courses. Students in grades 3-5 will begin learning a world language with a world cultures art. In grades 6-8, students will continue with a more advanced world language with a world cultures art. At the high school level, students who have chosen the college prep pathway will be provided with opportunities to take AP Coursework in core classes, as well as a variety of electives that will prepare them for success in any post-secondary endeavor. The North Carolina Virtual Public School will be used to supplement student elective needs as necessary.

ADDITIONAL INSTRUCTIONAL PROGRAMS

K - 2: STEM with a focus on basic computer skills; Health and PE; basic art

3-5: Educational technology and more advanced computer skills; world language, world cultures art

6-8: STEM+ with a maker's space; Health and PE; world languages, world cultures art,

9-12: CTE electives such as career management and finance; Health and PE as well as electives such as nursing, sports medicine; electives in a variety of arts including music, band, visual art, digital photography

TEXTBOOKS, ELECTRONICS AND SUPPLIES

Students are responsible for the proper care of all books, electronics, and supplies issued each year. Students who lose books or damage H.Y.P.E. property will be assessed a replacement fee or repair cost to offset the replacement or repair cost. All costs are to be paid prior to receiving report cards or the transfer of student records.

HOMEWORK

Homework is a very necessary and integral part of a child's education. The purpose of homework is to reinforce those skills and concepts taught in the learning environment. Homework also includes work not finished during class time. Parental support and cooperation are very important and show that parents are interested in their education.

Each educator is responsible for their classroom homework policy. This is to ensure age-appropriate requirements. Please note that homework can come in many forms and while the Academy recognizes that age appropriate learning also consists of social and family activities at home, we request your support and cooperation while we try to find the best ways to reinforce learning at home. When traditional forms of homework are not necessary, the educators may have alternative projects and such instead. Please direct all homework questions to your student's educator.

REQUEST FOR HOMEWORK

A request for homework for a child that is ill should be made in the morning. This will allow time for the educator to organize the materials. Homework may be picked up in the office at the end of the day. Educators will make every effort to have homework ready to be picked up in the office at the end of the day. However, much of the learning at H.Y.P.E. is done in a hands-on and experiential way and many times cannot be sent home to be completed. That is why it is vital that all students are at school as much as possible.

COMMUNICATION

Each week, parents will receive communication from relevant H.Y.P.E. staff through ClassDojo, which will provide a summary of the upcoming week and will help families attend events and continue an awareness of school activities. In addition, the school website, <http://www.hype-leadership.org/> and Facebook page will provide updated information on H.Y.P.E. and student activities.

STUDENT RECORD "RIGHTS"

The Federal "Family Educational Rights and Privacy Act of 1974" provides parents or guardians of students under the age of 18 the right to examine official records, files, and data relating to the student. If you wish to review your child's record, please contact the office.

STUDENT RECORDS

The Board of Directors for H.Y.P.E. believes that all student records shall be treated as confidential and exist primarily for school use or as otherwise stipulated. To request a review of students records, a parent/guardian must contact the main office to schedule an

appointment. To request a hardcopy of a student's records, a parent/guardian must submit the request in writing to the main office. The Office Manager will then contact the parent/guardian of when the request can be reasonably fulfilled, not to exceed 15 days.

In situations where the parents of a student are divorced or separated, each parent (custodial and/or non-custodial) has equal rights to their child's records unless a court order specifies otherwise. H.Y.P.E. personnel shall not recognize private agreements between the student's parents.

Parents shall have an opportunity to appeal to the Superintendent to challenge the content of their child's school records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students; to provide an opportunity for the correction or deletion of any such inaccurate, misleading or otherwise inappropriate data contained therein; and to insert into such records the parent's written explanation of the content of such records. To request an appeal, the parent/guardian must submit a written request to the superintendent explaining what content the parent is challenging. The Superintendent will review the request and schedule a meeting with the parent.

Any eligible parent/guardian or student may inspect the records of the student during regular Academy office hours with a scheduled appointment. The district reserves the right to interpret selected records to students and/or parent/guardians at the time of the inspection.

If circumstances prevent a parent/guardian from exercising their right to come to the Academy to review a student's education records, the Academy will provide a copy of the requested records to the requesting party following the procedure above. The Academy will not destroy any educational records if there is an outstanding request to inspect and review a student's records.

Whenever a student attains 18 years of age, the consent required of and the rights accorded to the parents of the student shall thereafter only be accorded to the student. Parents/guardians are responsible for updating the Academy when an emergency phone number and address information has been changed.

DRESS CODE

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Dress Code



DRESS CODE OVERVIEW

Dress codes are in place to make the daily emphasis on learning and not on clothing attire. Students should take pride in how they look at all times. Uniforms can help keep students safe and prevent them from being judged by others for not looking a certain way. They also create a serious, distinguished look that tells the world YOU are about business. Students should always be mindful of their personal appearance – it speaks volumes about their character.

DRESS CODE

H.Y.P.E. basic standards regarding student dress are based on cleanliness, neatness, modesty, safety, and minimizing learning distraction. Uniforms are to be worn at H.Y.P.E. by all students in first grade and above, except on announced “Dress Up” days.

Kindergarten students are not required to wear uniforms, but uniforms are available for purchase for interested Kindergarten parents. Kindergarten students must be in attire that meets school safety and educational guidelines. **No open-toe or open-heel shoes, heels, controversial pictures or sayings, tank tops, spaghetti straps, or shorts/skirts shorter than fingertip length of the wearer** will be permitted. Kindergarten students who wear these items will remain in the office until proper attire is provided by the family.

H.Y.P.E. Logo tops must be purchased by the school-selected vendors. They can be ANY COLOR that is offered by our selected vendors for any grade level. Information for ordering is available on the H.Y.P.E. website or from the main office during school hours. Non-Logo tops and bottoms can be purchased at any store; however, they must meet the requirements stated below.

School Uniform Requirements

Tops:

Unbranded Option:

- Long or Short Sleeve Polo WITHOUT school logo in various solid colors;
- Additionally, students may wear a solid colored sweatshirt (with or without hood) or cardigan sweater with no logos on top of their polo for comfort and warmth during the school day.

H.Y.P.E. Branded Option:

- Long or Short Sleeve Polo with H.Y.P.E. logo in various colors; purchased from school vendor. **Note:** Screen printed H.Y.P.E. polo shirt can be purchased from Yellow Crayons
- Cardigan Sweaters with H.Y.P.E. logo .
- H.Y.P.E. Logo Embroidered Fleece/Hooded Sweatshirt – Purchased from Vendor; Not required to wear, but can be worn during school day on cold days.

Additional Tops:

- School T-shirts (special school event shirts, field day shirts, school fundraiser shirts, etc.) can be worn on any school day.
- Undershirts – Solid colors can be worn under short/long sleeve polos
- Winter Coats will be permitted at recess and for entrance in and out of the building, but will otherwise be hung up and not worn throughout the school.

Bottoms: (Pants should fit at waist with or without a belt)

- Pants – Chino style (cotton or cotton blend) pants of any color. These are not required to be purchased from a school vendor.
- Shorts/Skirts/Skort/Jumpers – Chino style (cotton or cotton blend) must be appropriate finger-tip length.

Shoes:

- Shoes must be comfortable for all day wear, closed-toe, closed-heel, and no raised heel. (Note: Crocs must have a closed toe and closed heel).

Socks/Tights:

- Socks must be worn with shoes. Socks that are ankle length or shorter can be any color; however, knee-high socks must be White, Navy, or Black.
- Tights/leggings can be worn under shorts, skirts, and jumpers – must be solid color.

Dance Uniform:

Appropriate clothing will be necessary for dance class. **All** students will participate in dance class.

- H.Y.P.E. logo t-shirt in purple, white, or green is required.
- Black leggings can be worn under shorts, skirt, or jumpers
- Black solid-colored sweatpants or athletic pants/shorts

Friday Spirit Day: Fridays are H.Y.P.E. Spirit Days. Fridays promote spirit and growth as a learner in life. We want to encourage and support our students' current and future learning through this spirit of pride.

- Spirit Day Jeans: Jeans (denim pants, shorts, skirts, overalls) can be worn on Fridays – any color, but no holes
- Spirit Day Shirts: Spirit shirts are any H.Y.P.E. School shirt, chosen college shirt, military shirt, or program shirt that a student participates in or is interested in (ex: CFRT play performance shirt, dance academy shirt, etc.). The student shows their pride and spirit for what they've done or belong to.
- Spirit Day Shoes: On Fridays, any closed-toe, no-heel shoes can be worn with spirit wear.

- **No open-toe shoes, heels, controversial pictures or sayings, tank tops, spaghetti straps, or shorts/skirts shorter than fingertip length are permitted**

Students can choose to wear the regular school uniform if they do not want to participate in Spirit Day attire. Fundraiser “Dress Up” Days will be scheduled periodically throughout the school year. On these days, specific guidelines for attire will be sent home ahead of time. Students that choose to participate will be required to follow those guidelines.

Dress code policy will be enforced for all students.

CONSEQUENCES:

Step 1: Silent Lunch and parent notification (with documentation).

Step 2: Student calls home to parent for change of clothes. The student will remain in the In-School Suspension room until the student is in proper uniform. The Dean of Students will contact parents/guardians for uniform change and guidance regarding uniform expectations.

Step 3: Administrative action

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BEHAVIOR/ DISCIPLINE

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Behavior/Discipline

GENERAL PURPOSE OF SCHOOL DISCIPLINE

School discipline has two main goals: (1) ensure the safety of staff and students, and (2) create an environment conducive to learning. Serious student misconduct involving violent or criminal behavior defeats these goals and often makes headlines in the process. However, the most common discipline problems involve non-criminal student behavior.

These less dramatic problems may not threaten personal safety, but they still negatively affect the learning environment. Disruptions interrupt lessons for all students, and disruptive students lose even more learning time. It is important to keep the ultimate goal in mind while working to improve school discipline. As education researcher Daniel Duke (1989) points out, "the goal of good behavior is necessary, but not sufficient to ensure academic growth." **Effective school discipline strategies seek to encourage responsible behavior and to provide all students with a satisfying school experience as well as to discourage misconduct.**

Recent research tells us that children are "hardwired" from birth to connect with others, and that children who feel a sense of connection to their community, family, and school are less likely to misbehave. To be successful, contributing members of their community, children must learn necessary social and life skills. Positive discipline is based on the understanding that discipline must be taught and that discipline teaches.

The tools and concepts of positive discipline include:

Mutual respect. Adults model firmness by respecting themselves and the needs of the situation, and kindness by respecting the needs of the child.

Identifying the belief behind the behavior. Effective discipline recognizes the reasons kids do what they do and works to change those beliefs, rather than merely attempting to change behavior.

Effective communication and problem solving skills.

Discipline that teaches (and is neither permissive nor punitive).

Focusing on solutions instead of punishment.

Encouragement (instead of praise). Encouragement notices effort and improvement, not just success, and builds long-term self-esteem and empowerment.

STUDENT RESPONSIBILITIES

Each student has the responsibility to:

- Respect the inherent human dignity and worth of every individual.
- Be informed of and adhere to all rules and regulations established by H.Y.P.E. and implemented by school administrators, teachers, and support staff for the welfare and safety of all students.
- Study diligently and strive to reach the highest possible level of academic achievement.
- Be punctual to school and classes.
- Refrain from slanderous remarks and obscenity in verbal and written expression.
- Dress and present oneself in a manner that meets the standards of health, cleanliness, safety, and the H.Y.P.E. Dress Code.
- Help maintain and improve Encore Academy's school environment, preserve school property and exercise the utmost care while using school equipment and facilities.

- Conduct oneself in an appropriate manner while in attendance at all school sponsored and/or related events.
- Continue to be, or strive to become more actively involved in one's education and personal growth.

SCHOOLWIDE RULES:

H.Y.P.E.'s ultimate goal is to produce students who are respectful, responsible, and resourceful.

Respectful students are polite and use manners. They use appropriate language and appropriate voice levels when talking in the building and to others. They listen to and follow the direction of authority figures. They walk in the building. They keep their hands, feet, and objects to themselves. They keep a comfortable distance away from other peoples' personal space. They allow the teacher to teach and minimize disruptions to the learning environment. They use safe measures and decision making when dealing with themselves, other students, staff, parents, and the school. They utilize good communication skills when dealing with others including listening and responding appropriately to concerns.

Responsible students make decisions to follow rules appropriately. They behave in a safe way for themselves and others. They care about the cleanliness of their school environment and take pride in helping to keep it clean. They make sure they are in proper uniform when they leave for school in the morning and remain in proper uniform throughout the school day. They make sure they have all they need for the day including finished homework, signed papers, and a lunch and are prepared to learn. When a choice or decision has the potential for negative consequences, responsible students admit wrongdoing and are accountable for their actions.

Resourceful students are able to problem solve. They utilize people, places, and things to find answers to problems that they are having. They seek the appropriate help when they need it including adults that are on staff and the closest to get to. They help others when they can by getting an appropriate adult, or informing an appropriate adult if another student or person needs help. They try to use conflict resolution strategies to solve student to student issues appropriately and when that doesn't work they seek help from an appropriate adult. If they are in immediate danger they use good decisions to get out of it as soon as possible and then inform the nearest appropriate adult.

Specific School Rules:

1) Be prepared to learn:

Including: being on time, bringing all necessary school materials (including completed homework), not disrupting the learning environment, and taking care of other business outside of the classroom.

2) Follow the direction of the teacher or staff members in charge:

Including: teacher directives, classroom and school rules, requests to sit down or in a specific seat, requests to take notes, read, or any academic tasks or behavioral tasks, etc.

3) Be respectful:

Including: using your manners, cleaning up after yourself, being nice and cooperative to the teacher, other staff, other students, guests, and self, using appropriate language at all times throughout the school, talking in an appropriate tone and level when speaking with authority, students, and guests within the building and classrooms, keeping hands, feet, and objects to

self, keeping an appropriate distance from the personal space of others, and taking appropriate care of the school facility, furniture, grounds, and materials.

4) Be safe:

Including: walking at all times both in the school and outside, upon dismissal and at arrival, keeping hands, feet, and objects to yourself, do not spit or bite others, keeping an appropriate distance from others, and keeping toy weapons at home – (guns, knives, handcuffs, etc. are NOT PERMITTED)

CLASSROOM RULES:

Each educator has the opportunity to make reasonable and appropriate additions and/or amendments to H.Y.P.E. Rules within the confines of their classroom. This is in order to make the learning environment safe, orderly, and age appropriate to promote student growth and success.

STUDENT BEHAVIOR CODE

Students are expected to follow the rules and regulations of the Student Behavior Code. The Academy will uphold the code and will exercise proper discretion as it pertains to each incident. For further information on expulsion and due process, see the main office.

Self-discipline is a goal for all of the students of H.Y.P.E.. To encourage the development of this virtue, positive reinforcement will be used. Students are expected to follow the School's rules and regulations. H.Y.P.E. will uphold the code and will exercise proper discretion as it pertains to each student.

H.Y.P.E. is a Positive Behavior Interventions and Support (PBIS) school and works hard to reward students for their positive behaviors and contributions and to create guidelines for all students to follow. When it is necessary to address minor infractions, staff members follow a systematic approach in addressing behaviors. Below are some of the consequences that may be given to a student if rules are not followed or are broken:

- Warning/Student Conference
- Notify parents by email, phone call, message, letter, etc
- Intervention (PBIS, TLAC, ABE, Referral to counselor, etc.)
- Parent Conference
- Detention
- Office Referral

When necessary, administrators may use their own discretion to determine appropriate consequences for individual offenses on a case by case basis.

The PBIS goal is to redirect student behavior and help students understand how to make better choices.

DEFINITION OF DISCIPLINARY ACTIONS:

Conference with student:

Conferences are held for all disciplinary problems. Usually it is also a first step for minor violations resulting in a warning being issued. All behaviors and resolutions will be documented.

Parent Conferences:

A parent conference can be personal or by phone. This can be used as a second disciplinary action or can be required for other violations. All conferences and resolutions will be documented.

Referrals: If a resolution is not created, the student will be referred to school administration by any staff member within the school. All students will be responsible for returning their referral with a parent/guardian signature by the next school day.

Detention: May be served during lunch, classroom celebrations, and before or after school for unacceptable behavior. Students must adhere to the following rules during detention or further administrative action will be taken:

Detention Rules

- Must arrive on time.
- Must remain in detention the entire time 3:05 PM to 4:05 PM.
- Must participate in self-reflection activities assigned by the supervising teacher.
- Electronic devices must be put away the entire time. Visible electronics will be confiscated.
- Must take care of all restroom and personal needs before entering detention.
- Must complete work the entire time. No sleeping, talking, eating or other distracting behavior is allowed.

In-School Suspension: For chronic irresolvable or major discipline problems, a student will remain in ISS. They will work on given class work and a writing assignment given to them by the administrator without talking. They are to ask permission to leave for any reason and will be required to eat their lunch in the ISS room.

Rules for In-School Suspension

- Students will sit in their assigned seats given to them by the office staff.
- While in the in-house room there will be no talking, note writing or any other type of communication.
- Students are responsible for keeping their area clean. Any waste can be kept on their desktop until their break time or end of the school day.
- Students are not allowed to leave their seat unless they have permission to do so.
- Restroom and drinking fountain breaks will be executed as a group at designated times.
- There is no food allowed in the in-house room except for the designated lunch period.
- If a student refuses to follow the in-house rules they will be given an out of school suspension.
- If a student is absent the scheduled day of ISS or misses any part of the day, they will make up any absent time the next day in attendance.

Out of School Suspension: For chronic, irresolvable or severe discipline problems. A student who is suspended out of school will be required to remain in the office or IHS until picked up by a parent or guardian. While in the office they will follow the same routine as an In-House Suspension. Once serving their out of school suspension they are not to be on school grounds during or after school or attend any after school activities. They are to make up all missed

assignments and have the same number of days to complete it as they are absent. They will receive an unexcused absence for any time served.

1. Short-Term Suspension (G.S. 115C-390.5)

(a) The School Director shall have authority to impose short-term suspension on a student who willfully engages in conduct that violates a provision of the Code of Student Conduct authorizing short term suspension.

(b) If a student's short-term suspensions accumulate to more than 10 days in a semester, to the extent the School Director has not already done so, he or she shall invoke the mechanisms provided for in the applicable safe schools plan adopted pursuant to G.S. 115C-105.47(b)(5) and (b)(6).

(c) A student subject to short-term suspension shall be provided the following:

(1) The opportunity to take textbooks home for the duration of the suspension.

(2) Upon request, the right to receive all missed assignments and, to the extent practicable, the materials distributed to students in connection with the assignment.

(3) The opportunity to take any quarterly, semester, or grading period examinations missed during the suspension period. (2011-282, s. 2.)

2. Long-Term Suspension (G.S. 115C-390.7)

(a) A School Director may recommend to the superintendent the long-term suspension of any student who willfully engages in conduct that violates a provision of the Code of Student Conduct that authorizes long-term suspension. Only the superintendent has the authority to long-term suspend a student.

(b) Before the superintendent's imposition of a long-term suspension, the student must be provided an opportunity for a hearing consistent with G.S. 115C-390.8.

(c) If the student recommended for long-term suspension declines the opportunity for a hearing, the superintendent shall review the circumstances of the recommended long-term suspension. Following such review, the superintendent (i) may impose the suspension as if it is consistent with board policies and appropriate under the circumstances, (ii) may impose another appropriate penalty authorized by board policy, or (iii) may decline to impose any penalty.

(d) If a teacher is assaulted or injured by a student and as a result the student is long-term suspended or reassigned to alternative education services, the student shall not be returned to that teacher's classroom unless the teacher consents.

(e) Disciplinary reassignment of a student to a full-time educational program that meets the academic requirements of the standard course of study established by the State Board of Education as provided in G.S. 115C-12 and provides the student with the opportunity to make timely progress towards graduation and grade promotion is not a long-term suspension requiring the due process procedures described in G.S. 115C-390.8. (2011-282, s. 2.)

Expulsion from H.Y.P.E.: In extreme cases expulsion, determined after a disciplinary hearing, from H.Y.P.E. may be necessary. A student who is expelled may not return to the school for a time period equivalent to one full academic school year (G.S. 115C-390.11) At the time a student is expelled under this section, the student shall be provided notice of the right to petition for readmission pursuant to G.S. 115C-390.12.

Due Process for Disciplinary Action

H.Y.P.E. assumes its responsibility to assure every student's right to an equal education opportunity. H.Y.P.E. further assumes its responsibility to assure an atmosphere conducive to

learning and the expression of individual responsibility while protecting the individual rights of all students in accordance with standards of due process required by law and accepted standards of fairness. These procedures include a notification of discipline and an opportunity for students to explain their version of what happened. When discipline involves long-term suspension or expulsion, students may also request a formal hearing with an appropriate administrator. This procedure is not designed to deal with ordinary classroom discipline. The law requires that all teachers “maintain good order and discipline” and the H.Y.P.E. joins with parents and students in supporting every reasonable effort of teachers to meet this obligation.

DISCIPLINARY ACTIONS AND MINIMUM PENALTIES:

Every student has the innate right to an education free from being threatened in any fashion. In addition, every teacher has the right to teach, just as every student has the right to learn. Any disruption to this process will not be tolerated. The following is a list of some unacceptable student behaviors and the suggested *minimum* starting penalties. Should a violation not be listed, administrative discretion will be exercised and a proper penalty imposed for the violation.

Violations may have different circumstances and therefore administrative discretion may be imposed to apply appropriate consequences and penalties to each individual situation to ensure fairness.

If a student misses class due to an in school or out of school suspension, they are responsible for speaking with their teacher and making up the work from the class period(s) they missed.

Offense	Definition	K-3 Minimum Penalty	4-8 Minimum Penalty
Dress Code Violation Minor Infraction (1-5 pts.)	Out of compliance with proper Encore uniform, defined in handbook (untucked shirt will be treated as insubordination)	Refer to Dress Code section of handbook	Refer to Dress Code section of handbook
Rough housing/verbal confrontation Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior, including acting carelessly and putting others in danger; instigating or engaging in verbal confrontations where abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures,	-Removal from class for designated period of time -Parent contact -Parent conference if necessary	-Removal from class for designated period of time -Parent contact -Up to 5 day out of school suspension

	pictures, stories, or language used		
<p>Fighting</p> <p>Major Infraction (10 pts.)</p>	An extreme act of physical aggression that is designed to seriously harm or injure another person	<p>-1 day suspension</p> <p>-Referral to counselor/social worker</p> <p>-Days may increase with the number of violations</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion;</p> <p>depending on severity of the situation</p> <p>-Days will increase with multiple violations</p> <p>-After 10 days automatic referral for a disciplinary hearing which could result in expulsion.</p>
<p>Insubordination</p> <p>Minor Infraction (1-5 pts.)</p>	Deliberate refusal to obey a reasonable request or order by Academy personnel, documented by the Academy personnel and submitted to the office	<p>-Removal from class for a designated period of time</p> <p>-Parent contact</p> <p>-Parent conference if necessary</p>	<p>-Removal from class</p> <p>-Appropriate form of suspension</p> <p>-Continued violation will result in a disciplinary hearing which could result in expulsion from the Academy</p>
<p>Disrespect to Authority</p> <p>Minor Infraction (1-5 pts)</p>	To use inappropriate voice tone, voice level, language, insinuations, mockery, gestures, threats, intimidation, etc.	<p>-In house suspension to out of school suspension</p> <p>-Referral to counselor/social worker</p> <p>-Days may increase with number of violations</p>	<p>-Referral to counselor/social worker</p> <p>-1 day out of school suspension up to dismissal from Academy</p> <p>-Additional day for each additional occurrence up to 10 and/or a disciplinary hearing which could result in expulsion.</p>
Harassment	To disturb persistently; torment as with	-Removal from class for a	-1 day out of school suspension and/or a

<p>Intermediate Infraction (5-10 pts)</p>	<p>troubles or cares; bother continually; pester; persecute (Please refer to section on bullying for additional information)</p>	<p>designated period of time - Parent conference -Referral to counselor/social worker</p>	<p>disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Serious Threats Intermediate Infraction (5-10 pts)</p>	<p>Written or verbal threats towards self, another person's life or wellbeing, or the school</p>	<p>-Removal from class for a designated period of time -Investigation by Administrative staff and when necessary contact to local authorities and child protective services -Parent contact -Recommendation for counseling evaluation if appropriate</p>	<p>-Immediate removal from class -Investigation by Administrative staff -Minimum 3 day suspension- not to return to school until psychological evaluation determined not a threat to self or others. Required to make up all missed assignments if eligible to return to school -Notification to authorities and child protective services if appropriate</p>
<p>Sexual Harassment Intermediate Infraction (5-10 pts)</p>	<p>The making of offensive sexual advances, touching of personal areas, or of sexually offensive remarks, gestures, or acts that make another person feel uncomfortable</p>	<p>-Parent Notification -Removal from class -Referral to counselor/social worker -Recommendation for counseling evaluation</p>	<p>-1 day out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities if appropriate -Referral to counselor/social worker</p>
<p>Forgery Intermediate Infraction</p>	<p>Falsely making or altering a writing by which the legal rights or obligations of another person are</p>	<p>-Parent notification -Dependent upon what and how forgery occurred, loss of some form</p>	<p>-Administration determined appropriate form of suspension for situation</p>

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<p>(5-10 pts)</p>	<p>apparently affected; simulated signing of another person's name to any such writing whether or not it is also the forger's name</p>	<p>of school privilege to suspension</p>	<p>-Parent notification -Notification of authorities if appropriate</p>
<p>Profanity or Obscenities Minor Infraction (1-5 pts.)</p>	<p>The use of abusive, vulgar, irreverent, lewd, or indecent conduct, including gestures, pictures, stories, or language</p>	<p>-Parent notification -Time out of class to in-school suspension</p>	<p>-1 day of out of school suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Cell Phone Minor Infraction (1-5 pts.)</p>	<p>Possessing or using a cell phone for any purpose during school hours</p>	<p>-1st offense the item will be taken and released only to a parent or legal guardian -2nd offense the item will be kept until the last day of school and released only to a parent or legal guardian -Refusing to surrender a cell phone will result in further disciplinary action</p>	
<p>Bullying Intermediate Infraction (5-10 pts.)</p>	<p>Harassment or Bullying is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts-i.e. internet, cell phone, personal digital assistant (pda), or wireless handheld device) that is reasonable perceived as being motivated either by any actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or mental, physical, or sensory disability or impairment or by any other distinguishing</p>	<p>-Parent notification -Removal from class for a designated period of time to suspension. In extreme cases a disciplinary hearing will be held which could result in expulsion. -Referral to counselor/social worker</p>	<p>-3 days of out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>

	<p>characteristic. This also includes ANY behavior that could be perceived as being aimed at intimidating, threatening, or coercing another person. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school sponsored function, or in a school vehicle. <u>Encore Academy adheres to a ZERO TOLERANCE BULLYING POLICY.</u></p>		
<p>Stealing</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To take (the property of another or others) without permission or right, esp. secretly or by force</p>	<p>-Return of items or cost of missing items -Parent notification -Time out of class -Loss of some type of school privilege -Recommendation for counseling evaluation if appropriate</p>	<p>-Return of items or cost of missing items -In school suspension to out of school suspension -Days may increase with the number of violations -Recommendation for counseling evaluation if appropriate</p>
<p>Plagiarism and Academic Dishonesty</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>To copy or present someone else's work as your own OR to not be able to distinguish your work from a group of students you are working with</p>	<p>-Consequence is determined by Encore Academy staff and may include withholding credit until the student retakes the class or reproduces the assignment</p>	
<p>Skipping Class/Loitering</p> <p>Intermediate Infraction (5-10 pts.)</p>	<p>Being out of class during instructional time without a pass, arriving 5 or more minutes late to class without a pass, or not attending class without</p>	<p>-Parent notification to removal from class</p>	<p>-1st offense: Parent notification -2nd offense: In school suspension to 2 days out of school suspension</p>

	proper authorization; being present in unauthorized areas in the building or school grounds		
Gambling/Gambling Paraphernalia Intermediate Infraction (5-10 pts)	Being found in possession of gaming paraphernalia such as dice, chips, etc.; exhorting and/or collecting money under betting or unwarranted circumstances	-Parent notification -Child Protective Services notification if appropriate	-Up to 5 days of out of school suspension and dismissal from Encore Academy
Vandalism Intermediate Infraction (5-10 pts.)	Deliberate defacing or destruction of school or individual student, staff, or guest property	-Student to remove or parent to pay for removal or replacement of damaged property -Time out of class	-Student to remove or parent to pay for removal or replacement of damaged property -1 day suspension and/or a disciplinary hearing which could result in expulsion. - Notification to authorities
Trespassing/Loitering Intermediate Infractions (5-10 pts.)	Students and parents being on school grounds 15 minutes after dismissal or after a school related function, even in a vehicle. Students and/or parents being on school grounds when banned from the school building/property	-Verbal warning; reported to local authorities -After 3 incidents, Child Protective Services will be notified -Dismissal from Encore	
Leaving school without proper authorization Intermediate Infraction (5-10 pts.)	Leaving the premises of the school without following check-out procedures and protocols	-In school suspension to 3 days of out of school suspension	

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<p>False Fire Alarm</p> <p>Major Infraction (10-20 pts.)</p>	<p>Deliberately pulling or setting off the fire alarms</p>	<p>-Parents will be fined by the local fire department -1 day suspension</p>	<p>-Parents will be fined by the local fire department -3 day suspension and/or a disciplinary hearing which could result in expulsion.</p>
<p>Possession/Usage of Weapon</p> <p>Major Infraction (10-20 pts.)</p>	<p>Any instrument of attack used to cause serious harm to another</p>	<p>-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate</p>	<p>-Contact authorities to 10 day suspension and referral for a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services -Recommendation for counseling evaluation if appropriate</p>
<p>Alcohol</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of an intoxicating liquid containing some form of alcohol</p>	<p>-Contact Child Protective Services -Appropriate disciplinary action which includes out of school suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation for counseling evaluation if appropriate</p>	<p>-5 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services</p>
<p>Drugs/paraphernalia</p> <p>Major Infraction (10-20 pts.)</p>	<p>Possession of chemical substances, illegal or otherwise, that affects the central nervous system causing changes in behavior and often addiction. Possession of any</p>	<p>-Notification to authorities and Child Protective Services -Appropriate disciplinary action and/or out of school suspension</p>	<p>-Notification to authorities to 10 day suspension and/or a disciplinary hearing which could result in expulsion. -Notification to Child Protective Services</p>

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	equipment used in making, using, or concealing such a substance.	-Recommendation for counseling evaluation if appropriate	-Recommendation for counseling evaluation if appropriate
Tobacco Intermediate Infraction (5-10 pts.)	Possession and/or use of tobacco containing product including cigarettes, chewing tobacco or other	-Notification to Child Protective Services -Appropriate disciplinary action and/or out of school suspension or disciplinary hearing which could result in expulsion.	-1 st offense: 3 day suspension -2 nd offense: 5 day suspension and notification to authorities -3 rd offense: 10 day suspension and notification to authorities and dismissal from the Academy
Fire Type Materials Intermediate Infraction (5-10 pts.)	Possession of fireworks, stink bombs, lighters, matches, smoke bombs, etc.	-Situation subjective -Parent notification -1 day suspension -Notification to Child Protective Services -Recommendation for counseling evaluation if appropriate	-3 day suspension and/or a disciplinary hearing which could result in expulsion. -Recommendation to counseling evaluation if appropriate
Compromise of public safety (teachers, staff, and students) Intermediate Infraction (5-10 pts.)	Exhibiting physically aggressive or unsafe behavior including acting carelessly and putting others in danger; disregard for directives and/or authoritative figure	-Out of school suspension and/or a disciplinary hearing which could result in expulsion. -Notification to authorities and Child Protective Services if appropriate -Dismissal from Encore	
Weapons usage, arson, criminal sexual conduct Major Infraction (10-20 pts.)	If a student possesses a dangerous weapon in a weapon free school zone (on school property and/or a vehicle used by a school to transport students to or from school property), or commits arson or criminal sexual conduct	-Any student who commits a physical assault against an Academy employee or against a person engaged as a volunteer or contractor for the Academy on Academy property, on an Academy related vehicle, or at an Academy sponsored activity or event will be suspended and may be permanently expelled for a period of not less than 180 days or one full academic school year.	

	<p>in a school building or on school grounds, the student must be expelled from school permanently, subject to possible reinstatement provided for in the law.</p>	
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PARENT GRIEVANCES

H.Y.P.E. is committed to an equitable and timely process for grievances. A student, parent, or guardian may initiate the grievance procedure to appeal any final decision (a decision from a school employee from which no further appeal to a school administrator is available) of school personnel within the school system, as outlined in this policy. Grievances that involve an alleged violation of school policy or state or federal law or regulation by a final administrative decision may be appealed to the School Board. All other grievances may be appealed to the superintendent/designee but may only be appealed to the Board at its discretion.

Step I: School Director Conference: A student, parent, or guardian wishing to invoke the grievance procedure shall make a written request for a conference with the School Director to discuss the grievance and seek resolution according to the following guidelines:

- 1.) The request shall detail the basis for the grievance, name the specific policy, rule, or law believed to have been violated, and specify the relief being sought.
- 2.) No grievance shall be heard unless it has been filed in writing within thirty (30) calendar days after the act or condition giving rise to the grievance.
- 3.) The School Director shall grant the conference within five (5) school days following receipt of the request. The School Director will state in writing his/her position on the question to the student or parent within five (5) school days following the conference.
- 4.) Only the parent, guardian, or someone acting in place of a parent shall be permitted to join or represent the student in the conference with the School Director.

Step II: Appeal to the Superintendent: If the grievance is not resolved at Step I, the student, parent, or guardian may appeal the School Director’s decision in writing to the superintendent. The appeal must be made within five (5) school days following receipt of the School Director’s written response in Step I. The superintendent or his/her designee shall review the grievance within five (5) days following receipt of the appeal. If the superintendent or his/her designee determines that additional time is needed to develop the factual record, the grievance may be put on hold for fifteen (15) additional days (or longer if by mutual agreement) to allow time for investigation. A written response shall be made to the student, parent, guardian, and School Director from the superintendent or his/her designee within ten (10) school days following the review.

Step III: Appeal to the School Board: If the grievance is not resolved at Step II, and involves an alleged violation of state or local board policy or state or federal law or state rule by a final administrative decision, it may be appealed in writing to the School Board. This written appeal must be made within ten (10) school days following the written response from the

superintendent at Step II and state in the appeal the reasons you think the administrative decision is not justified and provide any extenuating circumstances you wish the board to consider. The board's consideration of these appeals will take place in closed session and will be limited to the written record unless the board determines that additional information is necessary. The board may affirm, reverse, or modify the decision of the superintendent. The Step II decision will be reversed if the board determines that there has been a material violation of board policy or state or federal law or regulation, or that the decision is unsupported by substantial evidence in view of the entire record as submitted. The board shall offer a final written decision within thirty (30) days.

For all other H.Y.P.E. policies approved by the Board of Directors, schedule a time to meet with the School Director.

ZERO TOLERANCE BULLYING POLICY

H.Y.P.E. Leadership Academy prohibits bullying or harassment of any H.Y.P.E. student or employee. Bullying or harassment of any type will not be tolerated. All students and employees have the right to feel respected, secure and safe while participating in school and school related activities. The school policy requires that:

- All incidents of bullying or harassment be reported to the designated administrator.
- All allegations of bullying or harassment are investigated in a timely manner.
- Parents of both parties (the alleged bully and the target) are notified that the investigation is occurring.
- Parents are notified of the outcome of the investigation.
- Interventions and disciplinary consequences will be provided to a student who has committed an act (or acts) of bullying.
- The student that is the target of the behavior receives appropriate interventions and follow up.

***Bullying**, including cyber bullying, means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve, but is not limited to: teasing, threats, stalking, theft, destruction of property, social exclusion, intimidation, physical violence, public or private humiliation, cyber bullying, sexual, religious, or racial harassment.

ZERO TOLERANCE DISCIPLINE POLICY

H.Y.P.E. endeavors to ensure that the school is a safe place for teaching, learning and working. In order to achieve this goal, the school has instituted a **Zero Tolerance Discipline Policy**. Regardless of circumstances these policy guidelines will be followed. H.Y.P.E. Academy may notify the law enforcement and take swift and appropriate disciplinary action for the following infractions as appropriate based upon the age and development of the student:

· **Physical Assaults Against Personnel:**

Physical assault is defined as intentionally causing or attempting to cause physical harm to another through force or violence. Any student who commits a physical assault against an employee or against a person engaged as a volunteer or contractor for the school on school property, on school bus or other school related vehicles, or at an school-sponsored activity or event will be suspended and may be permanently expelled for a period of not less than one hundred eighty (180) days or one full academic school year.

· **Physical Assaults against Students:**

Physical assault is defined as intentionally causing or attempting to cause physical harm to another through force or violence. H.Y.P.E. shall **expel** any student if the student:

- Possesses a dangerous weapon
- Commits arson
- Commits criminal sexual conduct

Any student in 6th grade or above may be suspended or expelled for the following:

- Physical assault against another student
- Physical assault against H.Y.P.E. Staff or Official (expel)
- Verbal assault, as defined by H.Y.P.E. policy*, against a school Official or Staff member
- Bomb threat or similar threat
- Other serious-in-nature offense which significantly jeopardizes the student, other students, staff, guests, or the school

· ***Verbal Assaults:**

Verbal Assault means a threat of an immediate harmful or offensive touching, coupled with apparent immediate ability to commit same, and which puts a person in a reasonable apprehension of such touching, or, the use of offensive language directed at a person, where such language is likely to provoke a reasonable person to physical violence, a bomb threat (or similar threat) directed at a H.Y.P.E. building, another H.Y.P.E. property, or a H.Y.P.E. related event. For purposes of this policy, the definition of assault also includes written threats. Any student in grade 6 or above who commits a verbal assault on H.Y.P.E. property, on a H.Y.P.E. bus or other H.Y.P.E. related vehicle, or at H.Y.P.E. sponsored activity or event against H.Y.P.E. employee or against a person engaged as a volunteer or contractor for H.Y.P.E. shall be suspended or expelled, depending upon circumstances, for up to one hundred eighty (180) days or one full academic school year.

Criminal Sexual Conduct:

Criminal sexual conduct means sexual penetration or touching of a person's intimate parts. Intimate parts are defined as the breast, buttock, inner thigh, and groin or genital area, without consent:

- Any sexual touching of person's intimate parts: With or without consent
- Any sexual touching of a person under 10 years old

SEXUAL HARASSMENT POLICY

For the purpose of this Policy, “sexual harassment” shall mean ANY unwelcome advance of a sexual nature, requests for sexual favors, and/or **verbal or physical conduct** or communication of a sexual nature.

Sexual Harassment: Discriminatory harassment on the basis of sex is hereby prohibited. Complaint Procedure: Report. A person who believes that this Policy has been violated should promptly report the alleged violation to the school administrator/School Director. All alleged violations should be reported no later than sixty days from the date the person first becomes aware of the alleged incident. However, the school reserves the right to investigate and act upon reports submitted beyond the sixty day period.

School Action: The school administrator/School Director and a representative from the educational service provider (ESP) shall assist the complainant to pursue effective resolution of the complaint. This may be handled through an informal or formal process, depending on the severity of the situation. In the event that the administrator or representative from the ESP or among the persons complained of, their positions shall be filled by a member of the Board of Directors, as determined by the Board.

Informal Process: The complaint shall be handled by an informal process unless the circumstances are deemed so severe by the investigating team or the Board of Directors as to require a formal process, or the complainant demands a formal process, or the action complained of would constitute a criminal act if proven true. The informal process shall involve the investigating team meeting with the alleged offender and all other persons or parties as it deems appropriate, this includes meeting with the student without a parent/guardian present. The alleged offender(s) shall be informed of the complaint and the complainant has requested resolution. If the complaint is resolved to the satisfaction of all parties, no further action will be taken unless required by law or if deemed appropriate by the investigating team. If all parties are not satisfied with the action taken, a formal complaint can then be made by any of the parties.

Formal Complaint: A formal complaint must be signed and clearly state the nature of the alleged offense, the name of the alleged offender and the specifics (including time, date and location of the incident(s)). The formal complaint must be filed with the investigating team. If the investigating team deems that the circumstances require action, the complaint will be investigated in a timely and thorough manner to protect the rights of both the complainant and the alleged harasser(s). In the course of the investigation, the following process will be followed:

- a. The investigating team will convene as soon as is reasonably possible after the filing of the formal complaint.
- b. The investigating team will investigate all relevant claims, speak with all relevant parties, and collect all relevant evidence in as timely a manner as is reasonably possible in order to make a determination regarding the facts of the case.
- c. The investigating team will report to the board at the next regularly scheduled board meeting, or if the investigating team and the Board President deem appropriate, at a special meeting of the board.
- d. The board shall determine appropriate action to be taken.

Sanctions: The person(s) who is found to have violated this Policy may be subject to sanctions which may include, but need not be limited to, suspension, removal from school

environments/activities/events, expulsion from the school, banishment from the campus, and/or dismissal from service at the school. Violators may also be subject to civil action or criminal prosecution.

Confidentiality: Discretion will be exercised. However, there can be no guarantee of confidentiality or anonymity since any investigation will involve discussions with other parties. Information about the complainant giving rise to the complaint will be reviewed only as investigatory and disciplinary processes require, or as otherwise required by law or courts having competent jurisdiction.

Confidentiality will be observed to the extent permitted by law and to the extent consistent with protecting the welfare of the School Community and the interest of the school. However, the investigating team, the Board and/or the school administrator/School Director may report the incident to appropriate authorities as they deem necessary or appropriate.

CHILD ABUSE OR NEGLECT

Child abuse or neglect means harm or threatened harm to a child's health or welfare by a parent, or legal guardian, or any other person responsible for the child's health or welfare, or by an educator or educator's abide.

Suspected child abuse and or neglect must be reported to FIA. (See H.Y.P.E.'s Child Abuse and Neglect policy)

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SCHOOL-WIDE POLICIES

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School-Wide Policies

CELLULAR PHONES, MP3 Players, IPODs, and other ELECTRONIC DEVICES

The telephones are for school business and emergencies only. Students will be permitted to use the telephone for emergency purposes only. Students should take care of information business with parents prior to coming to school. During school hours, students are not permitted to use cellular phones, video games, or social media. Failure to follow policy will result in disciplinary action and forfeit of device to the Academy until the end of the school year. H.Y.P.E. will not accept responsibility for personal items of students lost, stolen, or confiscated.

- First offense: the item will be taken from the student and released back to the student at the end of the day.
- Second offense: the item will be confiscated and released only to a parent or legal guardian.
- Third and continual offenses will be considered insubordination and handled according to the code of conduct under insubordination in addition to confiscation of the item and parent signature for release. Refusing to surrender a cell phone or other device used in an unauthorized way will result in further disciplinary action.

STUDENT CAMERAS

For the safety and well being of all of our students, student cameras are not permitted at school unless they have received administrative approval for a specific event or educational need. We recognize the importance of school day memories and will designate specific dates and events for which cameras will be permitted. This will require teacher supervision of the photographs being taken as well as administrative approval. Please understand that we want to ensure the safety and well being of every student at H.Y.P.E. and that circumstances such as the Internet and other predators are at large, making it a priority to protect our students and ensure you are aware of the exposure of your child.

Additionally, students should not videotape or take pictures of other students or staff members before, during, or after school without administrative approval.

Students in possession of cameras that are not approved by administration will have their cameras confiscated and if necessary pictures deleted prior to release of camera to parent/guardian.

PERSONAL LAPTOP COMPUTERS

For students in grades K-5, administrative approval is required prior to bringing in the laptop for use at the school. **H.Y.P.E. does not assume any responsibility for the safety of personal computers on school grounds (including breakage or theft).** Classroom teachers hold the final authority for laptop use in the classroom and may confiscate a laptop at any time if they determine that a student is not using the computer appropriately or if the student is causing a distraction. *Students who use laptops for personal (non-academic) purposes during the school*

day will be prohibited from bringing their laptop to school or using an Academy laptop during the school day for the duration of the academic year.

INTERNET USE POLICY

H.Y.P.E. adheres to the federal requirements and guidelines stipulated under Title XVII—Children's Internet Protection Act.

A. Educational Purpose

H.Y.P.E. Internet system has a limited educational purpose. Activities that are acceptable include classroom activities, career development, and high-quality personal research. H.Y.P.E. has the right to place reasonable restrictions on material you access or post through the system. Students are expected to follow the rules set forth in the school disciplinary code and the law in your use of the network. *Students who use laptops for personal (non-academic) purposes during the school day will be prohibited from bringing their laptop to school or using an Academy laptop during the school day.*

B. Internet Management

Embracing the Internet as a critical and essential component in today's world is essential if our students are to become functional members of society. The benefits attained by the advancement of technology bring with it associated costs and a wide range of risks, in particular, the exposure of students to inappropriate material and people. As part of H.Y.P.E.'s commitment to Internet security, the school offers a firewall (a web-blocker application program). This has the ability to block objectionable material and captures the window when questionable material is accessed.

C. Unacceptable Uses

The following uses are considered unacceptable:

1. Personal Safety and Personal Privacy

Students will not post personal contact information. This includes students address, school address, telephone number, and name on the Internet. This includes other people as well as the student. Students will promptly disclose to the teacher any message or website that is inappropriate or makes students feel uncomfortable.

Additionally, students should not videotape or take pictures of other students or staff members before, during, or after school without administrative approval.

Students will not post any information or disrespectful or administratively deemed harmful comments regarding other students, staff members, or the school in general.

2. Illegal Activities

Students will not attempt to gain unauthorized access to H.Y.P.E. Network or to any other system through the network beyond authorized access. Students will not attempt to deliberately disrupt the computer system or destroy data by spreading computer viruses or by any other means. Students will not use the network to engage in any other illegal act, such as arranging for illegal activities or threatening the safety of other people.

3. System Security

No software is to be downloaded on the computers at any time without explicit consent of the system administrator.

4. Inappropriate Language

Restrictions against inappropriate language apply to public messages, private messages, and material posted on Web pages. Students will not use obscene, profane, vulgar, rude, threatening or disrespectful language. Students will not post information that could cause damage or a danger of disruption. Students will not engage in personal



attacks, including prejudicial or discriminatory attacks. Students will not harass another person. Students will not knowingly post false or defamatory information about another person or organization.

5. *Respecting Resources*

Using the computer systems and Internet is a privilege. Students need to respect the computer by using it appropriately.

6. *Plagiarism*

Students will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were their own.

7. *Copyright*

Students will respect the rights of copyright owners. Copyright infringement occurs when a person inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, students should follow the expressed requirements. If students are unsure or have questions, they should ask a teacher.

8. *Inappropriate Access to Material*

Students will not access material that is designated for adult use only or is profane or obscene, that advocates illegal or dangerous acts, or discrimination towards other people. If students mistakenly access inappropriate information, they should immediately tell the teacher. This will protect students against a claim that they have intentionally violated the rules.

D. Disciplinary Actions

Students should only expect limited privacy in the contents of personal files or records of Web research. Routine maintenance and monitoring of the network may lead to discovery that a student

has violated the Policy, the school disciplinary code or the law. An individual search will be conducted if there is reasonable suspicion that you have violated this Policy, the H.Y.P.E. disciplinary code or the law.

H.Y.P.E. will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the school.

E. Limitation of Liability

H.Y.P.E. makes no guarantee that the functions or the services provided by or through the school Network system will be error free or without defect. H.Y.P.E. will not be responsible for

any damage that may be suffered, including but not limited to, loss of data or interruptions of service. The school is not responsible for the accuracy or quality of the information obtained through or stored on the system. The school will not be responsible for financial obligations arising through the unauthorized use of the system. Parents or guardians will be responsible for any harm to the system as a result of intentional misuse.

LOST AND FOUND

All found articles of clothing or miscellaneous articles will be placed in the lost and found area (see front office for location). Each Friday, all the lost and found items will be removed and donated to a local charity organization. To help alleviate the problem of lost articles, **PARENTS SHOULD PUT THEIR CHILD'S NAME ON ALL CLOTHING AND PERSONAL ITEMS (i.e., lunch boxes, water bottles, purses, etc.).**

STUDENT SOLICITATION

Students may solicit only for the H.Y.P.E.-sponsored activities. All H.Y.P.E. activities at the elementary level discourage door-to-door solicitation in the community. There will be no exchange of money among students for any purpose unless authorized by the office.

CELEBRATIONS

All celebrations are at the discretion of each educator and the academy administration. Parents /guardians should speak with their child's educator if they prefer their child not participate in celebrations at school. If the activity is due to religious or other beliefs an opt-out activity will be provided for your student.

H.Y.P.E. staff tries to recognize celebrations and traditions of many different cultures and welcomes suggestions regarding celebrations and traditions that are special to students and their families.

Understanding cultural diversity is an integral part of society. The celebration of birthdays is left up to the classroom teacher. However, all treats must be store bought and have the ingredients listed. Also, invitations to outside parties will not be distributed unless there is an invitation for every student.

FIELD STUDIES

The purpose of a field study is to give students a better understanding of their culture and acquaint them with real life experiences. Students are expected to follow all H.Y.P.E. rules and policies and pay for any cost incurred. For those who cannot afford such studies, some funding and/or fundraising options may be available and parents /guardians should notify the office in such cases. If a Field Study Permission Form is not submitted by a parent/guardian in the proper time frame, if the student is not in proper uniform, or a student has had behavior which may jeopardize the safety of self, others, or the school, the child may not attend the study. Students not attending will still be expected to attend school and will be provided parallel learning activities.

Student safety is the main priority on field studies. Sponsoring and chaperoning adults are expected to adhere to H.Y.P.E. policies and procedures on the field study as well as sign a chaperone agreement provided by the classroom teacher specifying specific expected chaperone behavior. Sponsors and chaperones should acquaint themselves in advance with those students who have medical conditions which may need emergency care. The classroom teacher must accompany the group and adequate male/female supervision should be provided.

Responsibilities of Parents Chaperoning Field Studies: Parents play an important role in making a field study successful. Field studies are planned to supplement the content through a "hands-on" experience. In preparing for a field study, the following points need to be understood by parent chaperones.

1. The classroom teacher is the final authority for all field study preparations including: volunteers, schedules, student discipline, and learning objectives.
2. Chaperones are required to remain with their assigned group for the duration of the field study. Chaperones are never to leave any student in their care unsupervised.
3. Situations involving student discipline should be reported immediately to the classroom

teacher. Chaperones should rely on positive reinforcement redirection until the classroom teacher can be contacted. Chaperones should never touch a student in a physically aggressive way or speak to them disrespectfully.

4. Chaperones may not participate in smoking of tobacco products or consumption of alcoholic beverages during the entire duration of the field study. If this cannot be adhered to then please do not volunteer we will not tolerate this type of participation.

5. Since the field study is viewed as an extension of the regular classroom, all H.Y.P.E. discipline codes apply.

6. Parents who offer to supervise on a school field study must understand that their full attention is needed to ensure the students' safety. Therefore, siblings are not permitted on school field studies.

7. We also only permit a certain number of chaperones and do not permit additional parents and family members to meet us at field study locations. A group that is too large makes it difficult for us to ensure safety and appropriate learning experiences for our students.

SCHOOL SPONSORED AFTER-SCHOOL ACTIVITIES

After-school activities offer a wide range of social and skill learning opportunities in addition to or to enhance the general curriculum. H.Y.P.E. understands the importance of the after-school program to the growth of students and also recognizes the importance of enforcing academic standards. All after-school activities require students to maintain their academic grades and appropriate behavior during school and after school. Students may be placed on probation or removed from the after-school activity based on this criteria. Please refer to "Academic Probation" for details.

After-school activities also offer a social learning experience for students. H.Y.P.E. students and spectators are expected to behave in accordance with school policies and procedures for conduct at home and away events. Furthermore, any student or spectator not adhering to these policies and procedures will be asked to leave the event and may not be permitted to return to future after school events.

H.Y.P.E. Kids College classes and other school clubs formed by staff members will be posted and available to all students to register. Some criteria may be required such as, specific age, prior game knowledge, etc. Some fees may apply. See bulletin boards in the hallway and Friday Folder information for more details on after school clubs. **Students absent from school the day of a scheduled after-school or evening sponsored activity/event will NOT be allowed to participate in that activity/event.**

STUDENT COUNCIL

The Board of Directors acknowledges the importance of offering students the opportunity to participate in self-government within school. Students have the right to organize, conduct meetings, and elect officers and representatives and petition to the Board of Directors. The Board recognizes the Student Council as the official voice of the student body and for the purpose of:

- Giving students practical experience in organizing, planning and affecting outcomes
- Developing student leadership
- Providing a learning experience in democratic decision making
- Offering another avenue toward the realization of the goals of H.Y.P.E.

The Student Council will also be advised by staff members and required to post meeting minutes in the school hallway.

OTHER AFTER SCHOOL CLUBS

Other school clubs formed by staff members will be posted and available to all students to register. Some criteria may be required such as, specific age, prior game knowledge, etc. Some fees may apply. See bulletin boards in the hallway for more details on after school clubs.

Eligibility

In order to be eligible for participation in school clubs and activities, students must have passed 4 of 5 classes from the previous trimester. Students must be currently passing 4 of 5 classes during the trimester of participation as well. (Per State regulations) Please see the Encore Athletic Handbook for specific guidelines on eligibility and athletic procedures. Students who have an interest in participating in sports at the college level must become familiar with NCAA guidelines for participation. These guidelines specify requirements regarding: GPA, ACT/SAT scores, applications and visits. Additionally, many of these guidelines are changing. Athletic candidates must complete a CLEARING HOUSE form.

SOCIAL EVENTS

The Board of Directors recognizes the value of student social events in enhancing and enriching the educational experience for the children at Encore. The Board of Directors along with the administrative staff will make school facilities available and provide appropriate staff to conduct the student social event after approval by the School Director.

School social events, which take place outside school facilities, must be approved by administration. As voluntary participants in school social events, students are held responsible for compliance with the rules set forth for their conduct, and infractions of those rules will be subject to the same disciplinary measures applicable during the regular school day.

Participation at school events is not a right; it is a privilege and as such will be denied to any student who has demonstrated disregard for the rules of the school, including students on suspension and academic probation.

H.Y.P.E. KIDS COLLEGE

H.Y.P.E. Kids College Vision: The vision of H.Y.P.E. Kids College, through a joint collaboration with local artists and organizations, is to provide access to the arts and creative practices for K-12 children in our community. We believe access to enrichment and creative activities will assist in promoting not only increased skill, but also a positive lifestyle for children. Offering choices to students to participate in creative opportunities encourages growth in both arts and academics. In addition to fostering student learning, H.Y.P.E. wants to support and encourage the use of the local resources by establishing relationships between the school, family, and community.

Program Logistics: H.Y.P.E. Kids College serves an after-school resource, provided by H.Y.P.E. for all children in our community. Similar to a college catalog of courses, H.Y.P.E. Kids

College will offer a variety of courses during after-school hours. Students are not required to attend H.Y.P.E. to attend these programs, but priority is given to H.Y.P.E. students. Instructors are not required to be, but may be, employees of H.Y.P.E.. Instructors of these courses include artists, teachers and organizations from the community who are able to use H.Y.P.E. facilities to provide courses to these students. All are expected to uphold ethical and safety practices to affiliate with H.Y.P.E. Kids College.

H.Y.P.E. Kids College will offer multiple arts disciplines, creative practices and similar courses. Courses will be offered in session increments Monday through Friday between 3:00 and 6:00pm. The instructor of the course sets tuition, fees, schedule, and course content. Parents and students will select options available based on age, content, day/time, and any other eligibility requirements set by instructors.

Parents must enroll students with H.Y.P.E. Kids College in order to register in a specific course, such as Art Studio or Guitar Lessons, for example. This is similar to registering for a community college, prior to being able to register for a specific course with the individual instructor. This is for safety and accountability of students.

Parents will then contact the instructor directly to pay the organization/instructor, fill out additional forms as required by the instructor and communicate any questions or concerns relating specifically to the course. H.Y.P.E. does not receive payment from students or instructors for EKC programs.

For more information and updates about H.Y.P.E. Kids College, please consult the school website.

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FUNDRAISING

The Board of Directors acknowledges that the solicitation of funds from students must be limited since compulsory attendance laws make the student a captive donor and may also disrupt the program of the school.

The Board of Directors will permit student fund-raising by students in school, on school property, or at any school-sponsored event only when the profit is to be used for school purposes or for an activity with the school. All fundraisers are required to post in the school hallways the following: 1) group coordinating the fundraiser, 2) contact name, 3) purpose of the fundraiser, 4) fundraising goals, 5) amount collected, 6) how the fundraising dollars were spent. Fundraisers may be denied based on the discretion of the administrative office. The school Superintendent or School Director must approve all fundraising.

STUDENTS WITH SPECIAL NEEDS

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Students with Special Needs

SPECIAL EDUCATION/EXCEPTIONAL CHILDREN POLICY

H.Y.P.E. Leadership Academy Exceptional Children Services Policy:



The goal of H.Y.P.E. Leadership Academy is to provide high quality educational services to students with disabilities by implementing Exceptional Children (EC) programs, utilizing research and standards-based interventions, instruction, and assessments in the least restrictive environment with the goal of preparing students to become independent, productive, and successful members of their community. Services are provided in accordance with the federal mandates of the Individuals with Disabilities Education Act (IDEA) and North Carolina policies governing services for children with disabilities.

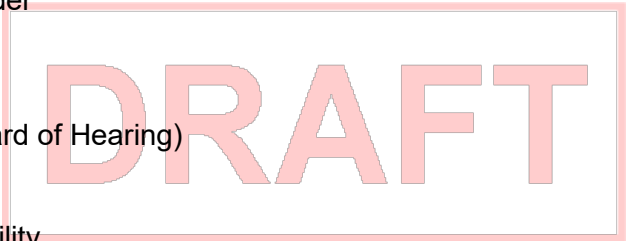
Service Description:

H.Y.P.E. students who meet NC Exceptional Children eligibility criteria will receive special educational services within the Least Restrictive Environment (LRE), based on identified educational needs. Students receive EC services in typical school settings from highly qualified professionals, provided in varying amounts of time depending on the student’s needs. All service decisions are specified within an Individualized Education Program (IEP) developed by the multidisciplinary team, referred to as the Individualized Education Program (IEP) Team, which includes the parent, general education teacher, and the special education teacher.

Service Eligibility:

Exceptional Children’s Services are provided under the following eligibility designations:

- Autism Spectrum Disorder
- Emotional Disability
- Deaf-Blindness
- Deafness
- Hearing Impairment (Hard of Hearing)
- Developmental Delay
- Multiple Disabilities
- Specific Learning Disability
- Other Health Impairment
- Orthopedic Impairment
- Speech or Language Impairment
- Visual Impairment, including blindness
- Traumatic Brain Injury
- Intellectual Disability (Mild, Moderate, and Severe)



To be found eligible for EC services, the student must meet eligibility requirements as outlined by NC 1503-2.5(d). The disability must have an adverse effect on educational performance and must require specially designed instruction.

Multi-Tiered Student Support (MTSS)

A multi-tiered system of support (MTSS) is a framework which promotes school improvement through engaging, research-based academic and behavioral practices. All students are part of an MTSS and receive Core (Tier I) instructional support.

As part of an MTSS and upon review of progress monitoring data, problem-solving teams identify groups of students that need additional support(s) with grade level standards in reading,

math, behavior or social emotional learning. These supports are sometimes organized by tiers and are described as interventions.

Problem solving teams meet monthly to discuss areas of concern and strength. The term “Problem Solving Team” is an umbrella term often used to describe groups of individuals that meet to analyze data and determine solutions to problems. In an MTSS, there can be multiple problem-solving teams. Professional Learning Communities, Intervention Teams, and Student Support Teams are all examples of teams that generally meet to discuss school-wide areas of concern related to the environment, instruction and curriculum for all students or groups of students.

Specialized teams, such as the IEP Team, are also problem-solving teams; however, its purpose is initiated for individual students who are suspected of a disability or who have already been identified with a disability and is coordinated according to the regulatory requirements of the IDEA.

An “Individualized Education Program Team (IEP Team)” is the problem-solving team to which a student is referred when a disability is suspected, or a parent requests a formal evaluation. This team will engage in the problem-solving necessary to determine if a formal evaluation for special education and related services will occur and ensures that the appropriate procedures and documentation are completed in compliance with federal regulations and state policies. The implementation of interventions prior to a referral to the IEP Team is not required if a disability has been suspected by the parent or school staff or a parent or teacher has requested a formal evaluation in writing. However, interventions may need to be implemented concurrently with the formal evaluation timeline in order to provide the IEP Team a required component of a comprehensive evaluation at the time eligibility for special education and related services will be determined.

Procedures for Communication with Parents:

- Parents must be notified, in writing, that their student requires intervention beyond Core (Tier 1)
- The parent must be provided this information using the “Parent/Guardian Notification of Intervention”.
- A copy of this notification(s) must be retained in the student’s cumulative folder.
- A parent/guardian notification must be sent each time the intensity of intervention increases from core to supplemental and supplemental to intensive.
- A parent letter must also be sent each time the student successfully responds to intervention – intensive to supplemental and supplementary to core.

Child Find Responsibilities (procedures)

- If a parent verbally requests an evaluation (also known as a parent referral to special education); staff should advise the parent to make the request in writing and send it to the EC director of the school.
 - Upon receipt, the EC director shall provide the request to EC personnel to schedule the IEP Team meeting to discuss the parent request. This begins the regulatory/procedural timeline associated with initial referrals/evaluations.

Tiered Supports:

- **Tier 1** - All students receive high-quality instruction in academics at the core level.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*
- **Tier 2** - Increased instructional time on a specific skill set at that student's learning level, smaller groups of students or narrowed focus of instruction.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*
- **Tier 3** - Most intensive supports based on individual needs.
 - *The problem-solving team must consider whether the student's lack of progress is the result of a suspected disability. If a disability is suspected, the student must be referred to the IEP Team and interventions must continue concurrently while the issue of a suspected disability is resolved.*
 - *A parent has the right to request, in writing, an evaluation for special education at any time. If the parent makes this request, the student must be referred to the IEP Team while interventions continue.*
 - *Parents must be notified, in writing, regarding the student's response to intervention at each level (tier). The "Parent Notification of Intervention" must be used, and a copy retained in the student's cumulative file.*

SECTION 504

Section 504 of the Rehabilitation Act of 1973 is designed to prohibit discrimination based on disability in any program or activity receiving federal money. This statute obligates public schools to provide equal access and equal opportunity to otherwise qualified persons with disabilities. For a student to be eligible for a 504 plan, the student must meet all three of the following criteria. It must be because of this disability that the student is unable to gain equal access and benefit from school programs and services.

The publication, *A Parent's Guide to Section 504 Of the Rehabilitation Act of 1973*, is a resource available to parents through their school.

- A physical or mental impairment (has a history of having a physical or mental impairment) that **substantially** limits one or more major life activities.

If you believe that a student may be eligible for Section 504 support, please contact school counselor for additional information.

DISCIPLINE & SPECIAL EDUCATION STUDENTS

School officials may suspend a disabled student (as identified by IDEA 2004) for up to ten (10) consecutive school days without implementing procedural safeguards. However, a suspension in excess of ten (10) consecutive school days, or removal from the student's typical educational environment for ten (10) cumulative school days due to a series of behaviors that constitute a pattern, is considered by NC state law to be a "change in placement" (NC 1504-2.7) for which procedural safeguards must be implemented. (Any serious behavior violation meeting criteria for "Special Circumstances" as outlined in NC 1504-2.1(g) is subject to immediate removal of up to forty-five (45) days to an interim alternative educational setting).

Before implementing a suspension for a disabled student for more than ten (10) consecutive school days, the school district must provide due process protection given non-disabled students, and must take the following steps:

1. Notify the student's parent or guardian in writing of proposed change in placement; and
2. Convene a Manifestation Determination Meeting and IEP Team Meeting to review available data and decide:
 - a. Did the disability cause, or have a direct and substantial relationship to the act of the Misconduct?
 - b. Did the District's failure to implement the IEP cause the misconduct?
3. If the answer to either of these questions is YES, H.Y.P.E. must take immediate steps to remedy any deficiencies (as outlined in NC 1504-2.1). If the answer to both questions is NO, a suspension of more than ten (10) consecutive days or exceeding ten (10) cumulative days must be imposed. However, the school district is still responsible for providing special education services during the course of the long-term suspension and an IEPT must be convened to determine what the special education services will be.

At any stage, the parent always has the right to appeal a decision made as part of the IEPT process. In the event of an appeal, the school district must operate under the “stay put” policy allowing the student to remain in the present program. *H.Y.P.E. will follow IDEA 2004 mandates.*

HOMELESS STUDENTS: MCKINNEY VENTO ACT

Educational Rights of Children and Youth Experiencing Homelessness: *If you or someone you know is experiencing homelessness, please notify the school so we can help. This is not something to be ashamed of and there are many resources to assist families in this situation. H.Y.P.E. is committed to keeping all information strictly confidential.*

Children and youth experiencing homelessness have the right to:

- Go to school, no matter where they live or how long they have lived there. Students who are homeless must be given access to the same public education provided to other students.
- Continue in the school they attended before becoming homeless or the school last attended if that is their choice and feasible. The school district’s local liaison for homeless education must assist you, if needed, and offer you the right to appeal a decision regarding your choice of school if it goes against your wishes.
- Receive transportation to the school they attended before they became homeless or the school last attended, if a request is made for such transportation and transportation is feasible.
- Attend a school and participate in school programs with students who are not homeless.
Students cannot be separated from the regular school program due to the fact that they are homeless.
- Enroll in school without providing a permanent address. Schools cannot require proof of residency that might prevent or delay school enrollment.
- Enroll and attend classes in the school of their choice even while the school and student who is homeless seek to resolve a dispute over enrollment.
- Receive the same special programs and services, if needed, as provided to all other students served in these programs.
- Receive transportation to school and to school programs.

These rights are established under the McKinney-Vento Homeless Assistance Act. This act is the primary piece of federal legislation dealing with the education of children and youth experiencing homelessness in U.S. public schools. It was reauthorized as Title X, Part C, of the No Child Left Behind Act in January 2002. To qualify for these rights, children and youth must be considered homeless according to the McKinney-Vento definition of homelessness.

How does the McKinney-Vento Act define homelessness?

According to U.S. Department of Education (USDE) guidance, people living in the following situations are considered homeless under McKinney-Vento: doubled-up with family or friends due to economic hardship; in motels or hotels due to lack of other suitable housing; in homes for

unwed or expectant mothers because they have nowhere else to go; in homeless and/or domestic violence shelters; in transitional housing programs; on the streets; in abandoned buildings; in public places not meant for housing; in cars, trailers, and campgrounds; or awaiting foster care. Runaway and/or "throwaway" children and youth are also considered homeless under McKinney-Vento.

The description above refers to people living "doubled-up".

What does that mean? "Doubled-up" refers to people who are living with friends and relatives due to loss of housing, economic hardship, or a similar reason. However, families who have chosen to move into adequate housing situations with friends or relatives for reasons of cultural preference or convenience are not covered by McKinney-Vento.

Are migrant students considered homeless under McKinney-Vento?

Migrant students are considered homeless if they meet one or more of the definitions of homelessness under McKinney-Vento. However, migrant students should not be considered homeless simply because they are migrant.

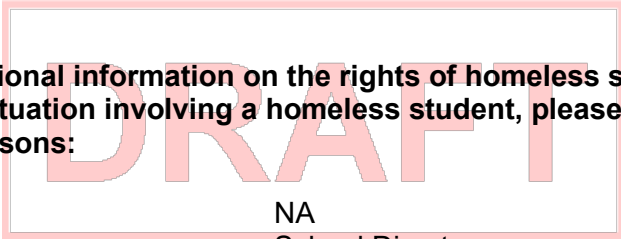
Are children in foster care considered homeless?

No. The McKinney-Vento definition of homelessness includes children who are awaiting foster care placement only. Once children have been placed in foster care, they are no longer considered homeless.

If you would like additional information on the rights of homeless students or you would like to notify us of a situation involving a homeless student, please contact the following H.Y.P.E. Homeless liaisons:

NA
Counselor
NA@hype-leadership.org

NA
School Director
NA@hype-leadership.org



MEDICAL POLICIES

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Medical Policies

MEDICAL REQUIREMENTS

State Law and the Cumberland County Immunization Code require all students entering the Academy to provide evidence of having received the required immunizations for Diphtheria, Tetanus, Pertussis, Polio, Measles, Rubella, and Mumps, HIB shot, Hepatitis B, and Chickenpox or a signed statement that a child has not been immunized because of religious or other reasons. State Law and Cumberland County Immunization Code prohibit the H.Y.P.E. from admitting children without the required immunizations.

INJURIES AND ILLNESS

Children should report all illnesses and injuries occurring in school to their educator or supervisory personnel. Only immediate and temporary care will be given in school. Parents will be notified by phone when a child needs additional care. If injury or illness is of an urgent nature, the local emergency services will be contacted. The school office will also notify the child's parent/guardian. Please use the following guidelines to determine when your child should return to school after illness:

- **Vomiting or Diarrhea** - When the child has been symptom free for 24 hours. If a student vomits or has diarrhea during the night or in the morning, keep the student home that day.
- **Flu symptoms** – When the child's temperature has returned to normal for 24 hours. This is a respiratory illness that usually starts suddenly with fever, headache, extreme tiredness, dry cough, runny or stuffy nose, and muscle aches.
- **Undiagnosed fever or rash** – When symptoms are gone for 24 hours.
- **Strep Throat or Scarlet Fever** – 24 hours after start of treatment.
- **Chicken Pox** – When old blisters have formed scabs and there are no new ones.
- **Conjunctivitis (pinkeye)** – When student has been treated with antibiotics for 24 hours.
- **Head Lice** – When head is treated and free of live lice or nits (eggs).
- **Scabies (body lice)** – 24 hours after start of treatment.
- **Impetigo** – When skin is clear or child has been under treatment for 24 hours.

By asking parents to follow these guidelines, H.Y.P.E. hopes to decrease the spread of infection and maintain a healthy environment for our students and staff. Please do not send medication to school with your child. All medication must be brought to the office by a parent/guardian along with a written medication administration form filled out by your physician. Your child's education and well being is our number one priority. If you have any questions, please feel free to contact the Health Office 910-433-3600.

MEDICAL EXCUSES

A student may be excused from physical education and recess for one day with a note from parent/guardian. Extended excuses will be honored upon receipt of a physician's note. In the event of an extended excuse a physician's note may be required to return to physical education, recess, and after school activities.

COMMUNICABLE DISEASES

Any student evidencing a rash, sores, or other physical problems with possibility of being

contagious, the student will be sent to the office to be sent home. When a child is absent with a contagious disease or illness, the parent/guardian should notify the H.Y.P.E. main office. In order for your child to be admitted back into school, parents must comply with the Cumberland County Health guidelines. Please contact the main office for further information.

ADMINISTRATION OF MEDICATION

In accordance with H.Y.P.E.'s policy, no medication is to be in the student's possession at any time. Should children be required to take medication during the school hours, a form must be filled out by the physician indicating the name of the drug, the dosage to be taken and any other instructions that are necessary. The medication must be brought from the home by the parent/guardian or other responsible adult. The medication container must have the dispensing instructions noted on it. At school, the medication will be kept under lock and key and only the office staff will administer the medication. A record is kept of the medication that is administered to each child. A log will be kept indicating when each dose is administered to each child and signed by administering staff and when possible a witness. It is the responsibility of the High School student to come to the office to take the medication. If it needs to be distributed at a specific time during class, the parent must provide a physician's note to that specific classroom teacher.

NOTE: Prescription inhalers and Epi-pens are not allowed in the student's possession at any time unless the Emergency Self Medication Authorization has been completed and turned into the main office. At no time should a student be sent to school with medication that does not follow these guidelines. Student's are not to self medicate while at school nor are they to possess medications to offer opportunity for other students to ingest and possibly overdose.

ILLNESS AND ACCIDENTS

If a child must go home because of an injury or illness, it is the parent/guardian's responsibility to pick up the child at school. When a situation appears to be life threatening, the staff will act on the side of caution and will call an ambulance. The cost of the ambulance is the responsibility of the parent/guardian. The situation becomes challenging if parents cannot be reached in the case of an emergency therefore, the emergency phone number becomes crucial since it is the first number the office attempts to contact.

POLICY FOR REPORTING SUSPECTED CHILD ABUSE

In a perfect world, all children are loved, well cared for, safe, and treated with respect. Because our world isn't perfect, this is not true for some children. As educators and other H.Y.P.E. staff members, we not only have the privilege of teaching, learning from and getting to know our students, but we must take on the responsibility of listening to and helping them when they need us to. When there is reasonable cause to suspect child neglect or abuse the following policy will be followed.

MAKE AN ORAL REPORT

In accordance with the law, any H.Y.P.E. employee who suspects child abuse or neglect will report it to Child Protective Services immediately. Suspicion can be based on many factors such as observations, bruises or marks, student report, and so on. The abuse does not have to be confirmed. After an internal investigation, the Cumberland County

Department of Social Services will determine the correct course of action. The Department caseworkers will interview the student as soon as possible. Any H.Y.P.E. employee having knowledge of the incidents or concerns about the child in question should be prepared to share any such information with the child protection services caseworker or with any law enforcement personnel.

Additional Information

Complaint Procedure: *If you have a disagreement with a teacher or the administration, you should make every attempt to settle the problem with that person, without involving others. Should it not be settled, the two should go to the next line of authority to arbitrate the difficulty (Teacher/Assistant Principal/School Director/Superintendent/Board of Directors). It is the goal of H.Y.P.E. to respond to complaints and problems as soon as possible.*

BOOK BAG/LOCKER CHECK

Random book bag and locker checks are to help prevent any illegal substances or weapons from being housed in the student possession. It is the responsibility of the school administration to check bags and lockers. The school administration may be assisted by the police and canine unit from time to time when conducting locker or personal bag checks. H.Y.P.E. is not responsible for items that are stolen out of book bags or lockers. Students should never bring valuable expensive coats, jackets, jewelry, shoes, supplies etc. to school. Students are not allowed to share a book bag or house another student's belongings in their bag.

Lockers

All 5th-grade students are required to use a school-issued lock throughout their time at H.Y.P.E.. The lock fee will be \$10. Students are not allowed to supply their own individual locks. Homeroom teachers assign lockers. Students are responsible for keeping their lockers clean. Any locker malfunction should be reported to Ms. Sinceno. Students are cautioned against sharing their locker combinations with each other and are warned not to keep money or valuables in lockers. The school cannot be responsible for items lost, stolen, or misplaced. Periodically, there will be scheduled locker checks. Administrators have the right to make unannounced locker checks as the locker is considered school property. Students will be allotted time before and after school to go to their assigned lockers.



NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

www.dpi.nc.gov

2023 Charter Application Fee Payment Form

***Form must accompany payment certified check or money order for processing.

(Please Type or Print Legibly)

Name: Joe SAUSBURY	Phone: (734) 624-2897
------------------------------	---------------------------------

Name of Charter School:
H.Y.P.E. LEADERSHIP ACADEMY

E-mail:
Joe@capitolcoreacademy.org

General Information

Non-Refundable Application Fee: \$1,000.00

Acceleration/Fast Track /Traditional Timeline Applicants: The Office of Charter Schools must receive your application fee and fee payment form no later than 5:00 pm. (EDT) April 28, 2023.

Payment Information

- Mail in Application Fee Payment Form with Certified Check or Money Order
- Facsimiles will NOT be accepted
- One registration form and fee per charter school

Payable To:
NC DPI
Office of Charter Schools
 6307 Mail Service Center
 Raleigh, NC 27609-6307

FORM 129251-1014

07000630



No. 2560645

6-12/410

CASHIER'S CHECK

DATE APRIL 24, 2023

PAY TO THE ORDER OF NC DPI

\$ **1,000.00**

ONE THOUSAND AND 00 / 100***** DOLLARS

Security features included. Details on back.

THE ROMINE GROUP INC

REMITTER

PNC Bank, National Association

Nadia Boody
OFFICIAL SIGNATURE



⑈02560645⑈ ⑆041000124⑆ 4011048446⑈

Property Location:

373 Pittman Grove Ch Rd

Commercial Property Record Card - Hoke County, North Carolina

PIN No. 494660401030

Account No: 108381

Class: 17

Occupancy: 0

Card 1 of 1

Current Owner
Mt Pisgah Church 414 Pittman Grove Ch Rd Raeford Nc 28376-0000

Previous Owner History		
Name	Deed	Date
Mt Pisgah Church	509/274	01/01/2002

Miscellaneous
Deed Info: 509/274-01/01/2002-
Zoning:
Property No: 0038229
Neighborhd: 552
Living Units: 0
Census Trct:
District: 4

Assessment Information
Cost Estimate: *
Inc: 0
Land: 291,180
Bldg: 1,993,640 Prior
Total: 2,284,820 1,718,000
Assessed Information:
Value: 2,284,820
Effective DOV: 1/1/2022
Value Flag: COST VALUE
Manual Override Reason:

Notes
#1 Mt Pisgah 3-27/7&8

Entrance Information					
Date	Time	ID	Actv	Entrance Code	Source
04/19/2021		SB		Ownr Not Hom Entry/Sig Entry/Sig	Estimate

Sales History				
Book/Page	Date	Price	Type	Validity
	06/26/2002	87,000		

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
				0
				0

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Bldg Site	A	2	0	110,000
Undeveloped	A	10.647	0	181,180
Total Acres for this Parcel			12.647	Total Land Value 291,180

Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	291,180	291,180	0	0	139,550
Building:	1,993,640	1,993,640	0	0	1,578,450
Total:	2,284,820	2,284,820	0	0	1,718,000

No Picture Available

Inspection witness by: _____



(7.5.66.16)

Printed Fri, Mar 31, 2023

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Card 1 of 1

Exterior/Interior Information																
Sec	Levels	Size	Perimeter	Use Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	0x13668	512	Religious Institution	20	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	1,505,110
2	01-01	0x2040	142	Social/Frat Hall	10	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	240,240
2	02-02	0x2040	142	Social/Frat Hall	10	Masnry/Frame	Light Steel	100	Normal	Heat Pump	Central	Normal	Normal	Normal	0%	216,790
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0
0	-	0x0	0		0			0							0%	0

Building Information	
Building No:	1
Year Built:	2007
No of Units:	0
Structure Type:	Religious
Grade:	C
Identical Units:	1
Efficiencies:	0
1 Bedroom Apts:	0
2 Bedroom Apts:	0
3 Bedroom Apts:	0
Covered Park:	0
Uncovered Park:	0
Notes:	

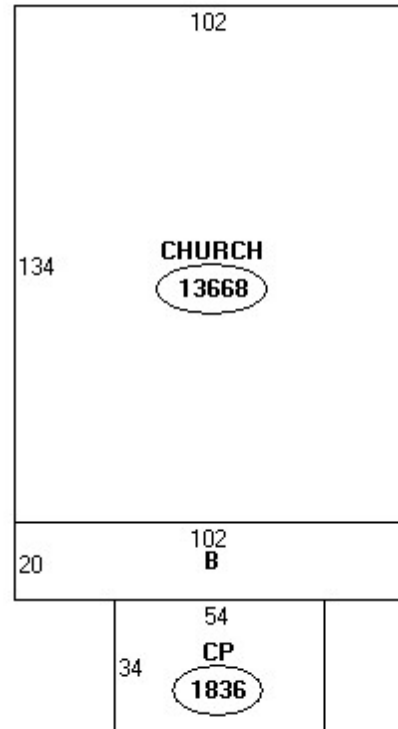
Building Summary	
Total Unadjusted RCN:	2,204,650
Average Percent Good:	.89
Total Unadj. RCNLD:	1,962,140
Grade Factor:	1.00
No of Identical Units:	1
Economic Cond Factor:	1.00
RCNLD:	1,962,140

Income Approach Summary	
Net Rentable Area:	
Efficiencies:	0
1Br: 0 2Br: 0 3Br: 0	
# of Units:	0
PGI:	
EGI:	
Expenses:	
NOI:	
Cap Rate:	0
Residual Land:	
Income Ind Value:	

Out Building Information										
StructureCode	+/-	Width	Lgth/ SqFt	Ident. Units	Gr	Physical Condition	Functional Utility	Percent Year	Good	RCNLD
Asphalt Parking		0	30000	1	C	Normal	Normal	2007	0%	31,500
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0
		0	0	0				0	0%	0

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
2	Carpport/Canopy		34	0 54	1
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
0			0	0 0	0
Total Other Features					23,500



Descriptor/Area
 A: CHURCH
 13668 sqft
 B: 2 ST CLASS
 2040 sqft
 C: CP
 1836 sqft

EMO/CMO Performance

Q75. Provide and discuss student performance, governance performance, and financial data from other schools managed by the management company to demonstrate how this organization is a good fit for the targeted student population. Nationally, what are the highest and lowest-performing schools of the EMO/CMO? Why are these two schools so different in overall achievement?

In 2023, NC Educational Solutions was established to their parent company The Romine Group, TRG. This creation took place to begin the transition of providing educational and management services to charters schools through a non-profit organization. While NC Educational Solutions does not have student, governance, or financial performance directly, as a non-profit arm of The Romine Group, the educational, operational, governance, and school level financial practices will remain the same. Therefore, we have provided this data to demonstrate how this organization is a good fit for the target population of H.Y.P.E. Leadership Academy. Additionally, data has been provided with respect to the highest and lowest performing schools and the difference between them.

The Romine Group currently provides full service management support to eleven schools in Michigan and North Carolina. Each school is a different model reflective of the unique community that it resides within. The Romine Group strives to establish schools that become the heart of their communities. The Romine Group is a family owned organization rooted in the passion of educators. The organization has a team of educators that lead and support their schools from direct knowledge and experience in the classroom. Additionally, The Romine Group's philosophy that schools are first and foremost about people, they understand the human element and work to build strong relational capacity from the school to the community and beyond, ultimately, empowering the school to lift the community. The review of student performance, governance performance, and financial data from The Romine Group portfolio of schools has led the Board of Directors to believe this partnership is the best fit for the target population.

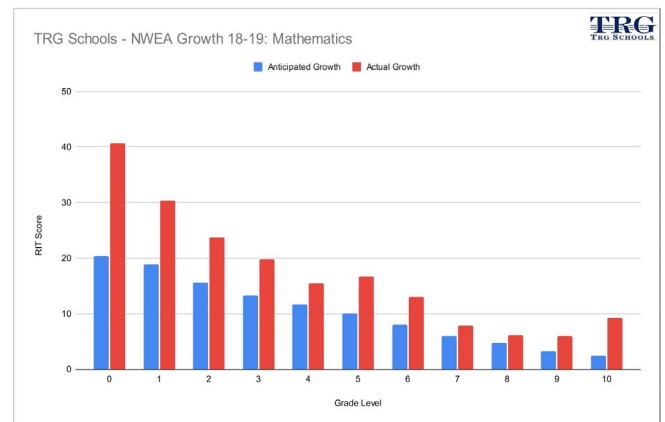
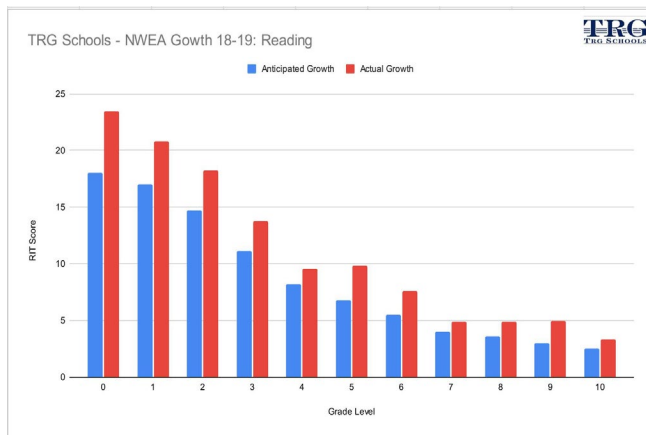
STUDENT PERFORMANCE:

The Romine Group prides itself on working to provide a quality choice in education that drives excellence in learning, as well as meeting the unique needs of each individual community. At the same time they understand that each student needs to be met where they are and lifted to high levels of growth in order to reach their full potential. The Romine Group portfolio of schools has been historically recognized for growing students at a faster rate than students in their local host district. Many of The Romine Group schools have received accolades and awards within their communities, as well as at the state level, for excellence in educational practices and performance. While the impact of the COVID pandemic has made the continuity of data challenging in the last few years, The Romine Group portfolio of schools has been dedicated to combating the learning loss that has taken place nationally.

Below is the baseline data that standardizes growth and achievement across the TRG portfolio of schools. As you can see from the summary data, The Romine Group portfolio of schools outperforms the expected growth in both math and reading noted below by the blue bar

EMO/CMO Performance

corresponding to Nationally expected growth and the red bar corresponding to TRG achieved growth.



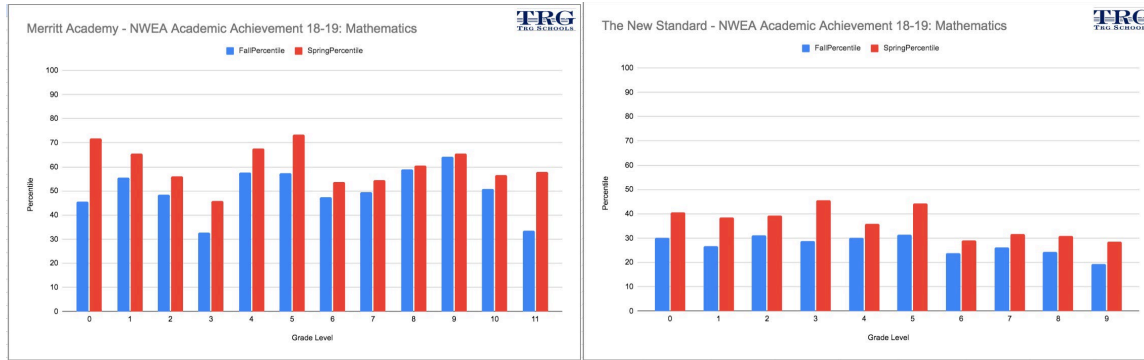
With regard to achievement of our highest and lowest performing schools. Below is a narrative of each of the two schools followed by their data. A large difference is the impact of the community in which they reside, as well as the longevity of their existence as schools.

In 2002, TRG started Merritt Academy in New Haven, Michigan. New Haven at that time was in the bottom fifth percentile and on the Michigan Department of Education's (MDE) underperforming list. Within several years Merritt Academy had established itself as a top performing school in the county, eventually rising to the 90th percentile and a top ranking K-12 school in the state of Michigan. Merritt is the oldest TRG school and is now home to all grades pre-k through 12. It's both a pillar in the New Haven community, as well as The Romine Group and has received accolades throughout the state.

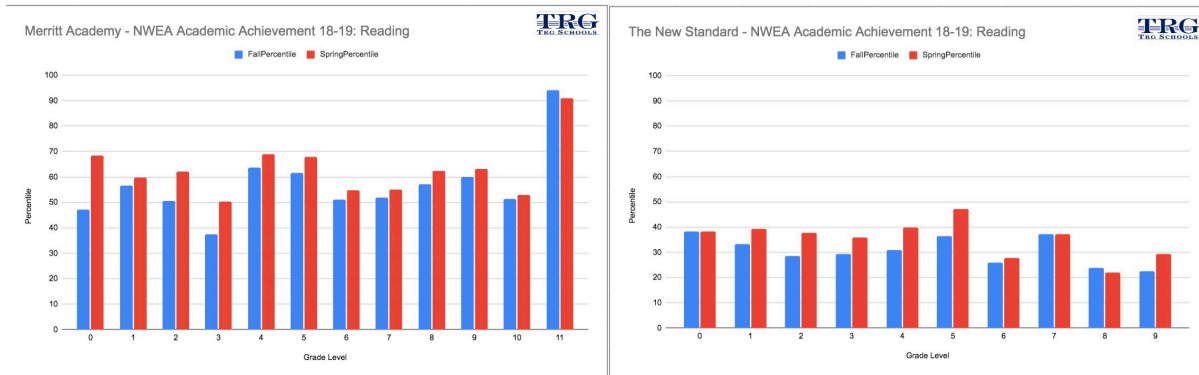
In 2012, The New Standard (TNS) Academy was established in the notoriously underperforming school district of Flint, Michigan. Flint Intermediate School District, then and now resides within the bottom first percentile in the state of Michigan. The New Standard was designed to be a wrap-around school providing whole child and community services within their facility. Within the first five years, TNS had continuously outperformed the host district of Flint Community Schools and demonstrated growth that has now placed them as one of the top performing charter schools in Flint, Michigan. They began as a K-6th grade charter school and grew each year to have recently celebrated their first graduating class. They are now a pre-k-12th grade school. They have become a pillar of heart and resource to their families, their immediate community, and the city of Flint.

Below are two graphs. One shows NWEA Math scores with a fall to spring achievement score for Merritt Academy and the second shows a fall to spring achievement scores for The New Standard Academy.

EMO/CMO Performance



Below are two graphs. One shows NWEA Reading scores with a fall to spring achievement score for Merritt Academy and the second shows a fall to spring achievement score for The New Standard Academy.



GOVERNANCE PERFORMANCE:

The Romine Group provides full service management services to eleven charter schools throughout Michigan and North Carolina. Each school has its own board. Additionally, they serve eight different authorizing agents and eleven different school boards. Across the eleven schools, they have a 95%-100% on-time compliance rating with no significant findings. Several of the schools authorizing agents offer grants for high levels of compliance. Those schools, through partnership with The Romine Group, have received those grants. All schools and their established relationships are in positive standing. The Romine Group has never had a charter go through revocation and has even been recommended by authorizers to step in and support turn-around schools. Every school that has been established has been reauthorized with the most recent reauthorized school receiving a 7-year charter contract renewal, one of only two others ever awarded by that authorizer.

FINANCIAL PERFORMANCE:

The Romine Group portfolio of schools has never had any significant audit findings for any schools under their management. Additionally, every school has a positive fund balance and has never had a deficit year. The Romine Group works hand in hand with each school's administration and Board of Directors to ensure effective and efficient use of financial resources. The Romine Group works side by side with the school administration and the Board of Directors to ensure that needs, resources,

EMO/CMO Performance

and stakeholder feedback is captured through the development and implementation of the Academy's budget, as well as ensuring alignment to carryout the vision and mission of the Academy.

Due to their performance in student data, governance and finances, as well as their philosophy, and established relationships within the community, the H.Y.P.E. Leadership Academy Board of Directors believes the partnership with NC Educational Solutions, a non-profit arm of the The Romine Group, is the best fit for the target population.

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
 ▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

92-3297042

1 Legal name of entity (or individual) for whom the EIN is being requested
H.Y.P.E. Leadership Academy, Inc.

2 Trade name of business (if different from name on line 1) _____ **3** Executor, administrator, trustee, "care of" name _____

4a Mailing address (room, apt., suite no. and street, or P.O. box) _____ **5a** Street address (if different) (Don't enter a P.O. box.) _____

126 Hay Street

4b City, state, and ZIP code (if foreign, see instructions) _____ **5b** City, state, and ZIP code (if foreign, see instructions) _____

Fayetteville, North Carolina, 28390

6 County and state where principal business is located
Cumberland County, North Carolina

7a Name of responsible party _____ **7b** SSN, ITIN, or EIN _____

Joe Salisbury 379-96-4782

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? Yes No **8b** If 8a is "Yes," enter the number of LLC members _____ ▶

8c If 8a is "Yes," was the LLC organized in the United States? Yes No

9a **Type of entity** (check only one box). **Caution:** If 8a is "Yes," see the instructions for the correct box to check.

Sole proprietor (SSN) _____ Estate (SSN of decedent) _____

Partnership _____ Plan administrator (TIN) _____

Corporation (enter form number to be filed) ▶ _____ Trust (TIN of grantor) _____

Personal service corporation _____ Military/National Guard State/local government _____

Church or church-controlled organization _____ Farmers' cooperative Federal government _____

Other nonprofit organization (specify) ▶ **Educational Organization** REMIC Indian tribal governments/enterprises _____

Other (specify) ▶ _____ Group Exemption Number (GEN) if any ▶ _____

9b If a corporation, name the state or foreign country (if applicable) where incorporated

State	Foreign country

10 **Reason for applying** (check only one box)

Started new business (specify type) ▶ **Nonprofit** _____

Corporation _____

Hired employees (Check the box and see line 13.) _____

Compliance with IRS withholding regulations _____

Other (specify) ▶ _____

Banking purpose (specify purpose) ▶ _____

Changed type of organization (specify new type) ▶ _____

Purchased going business _____

Created a trust (specify type) ▶ _____

Created a pension plan (specify type) ▶ _____

11 Date business started or acquired (month, day, year). See instructions. _____

12 Closing month of accounting year **December**

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other
		0

14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter.

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) _____ ▶

16 Check **one** box that best describes the principal activity of your business.

Construction Rental & leasing Transportation & warehousing Health care & social assistance Wholesale-agent/broker

Real estate Manufacturing Finance & insurance Accommodation & food service Wholesale-other Retail

Other (specify) ▶ **Education**

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. _____

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? Yes No

If "Yes," write previous EIN here ▶ _____

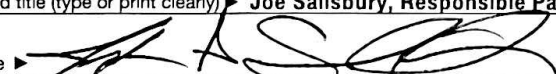
Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name Scott M. Carter	Designee's telephone number (include area code) (313) 236-2735
Address and ZIP code 2715 Woodward Ave., Suite 300, Detroit, MI 48201	Designee's fax number (include area code)

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (type or print clearly) ▶ **Joe Salisbury, Responsible Party** Applicant's telephone number (include area code) **910-849-0889**

Signature ▶  Date ▶ **03/09/23** Applicant's fax number (include area code) **910-491-6786**

Teach Like a Champion Training Proposal

This proposal, dated April 19, 2021, estimates to cover the design and delivery of a series of supports to build teacher and leader capacity over the course of several years.

Date: This series of supports would begin in the summer of 2025 and continue through the summer of 2026.

Schools: The participating schools are H.Y.P.E. Leadership Academy. Angela Gilbert, Director of School Development, School Superintendent, angela@therominegroup.com, will act as the point of contact/ coordinator of the support for the participating schools.

Content & Estimated Costs:

The chart below outlines proposed supports and estimated costs. Based on budget and needs, the Romine Group can select some or all of what is described below.

Supports	Estimated Costs
4 seats at Teach Like a Champion’s Train-the-Trainer workshop for Building Strong Classroom Culture (likely summer 2025—remote delivery)	\$500/seat * 4 seats = \$2000 Licensing 2 schools: \$2000
Coaching for Impact – 2 Session for Leaders (remote delivery—2 hours)	\$3200 * 2 = \$6400
4 seats at Teach Like a Champion’s Train-the-Trainer workshop for Engaging Academics—spring 2026, in person)	\$1000/seat * 4 seats = \$4000 Licensing 2 schools: \$2000
Video Study (2 days of onsite filming, review of raw footage by TLAC team, 2 90-minute video collaborative meetings, creation of 4-6 final clips for use in Romine Group trainings)	\$8750
4 seats in School Culture Leader national workshop series (6 2-hour remote sessions over the course of 2 months; dates TBD)	\$850*4 = \$3400 Licensing 2 schools: \$2000
Digital subscription to our Dean of Students curriculum	\$1000/school, 2 year license: \$2000
TLAC Online subscription for supporting individual teachers with personalized PD	\$48/teacher * 20 teachers * 3 years = \$2880
In Person/Direct-to-Teacher Reading Reconsidered Workshop (Summer 2025)	\$30,000 Licensing 2 schools: \$2000

Cost: The total cost for the full suite of support proposed above is \$65,430.

Dan Cotton, Director of Strategy, *Teach Like a Champion*, USI

Date

Angela Gilbert, School Superintendent, The Romine Group Schools

Date

DRAFT



April 27, 2023

Board President
H.Y.P.E. Leadership Academy
0 Fayetteville Road
Raeford, NC 28376

The Romine Group, Inc., and or one of their related entities, agree to loan H.Y.P.E. Leadership Academy \$500,000 based on the following:

- Inception in July, 2025
- First payment July, 2027
- Interest rate 8%
- 5 Yr. amortization

The loan will be based upon and contingent on the following:

- H.Y.P.E. Leadership Academy is awarded a Charter by the North Carolina Department of Public Instruction.
- H.Y.P.E. Leadership Academy contracts with NC Educational Solutions to provide educational and management services.
- A suitable note/security agreement is signed by all parties.
- NC DPI is not a party to this note and will have no liability regarding payment.
- The federal reserve rate is within $\pm 0.5\%$ of today's rate (4.83%). If not, the rate will adjust accordingly.

THE ROMINE GROUP, INC.

A handwritten signature in black ink, appearing to read 'John Weier', written over a horizontal line.

John Weier – Chief Financial Officer