

Application for a charter school  
to open in fall 2012

# **The Howard & Lillian Lee Scholars Charter School**

Submitted to:  
The North Carolina Department of Public Instruction  
Office of Charter School

Submitted by:  
Angela Lee  
James Farrar  
Danita Mason-Hogans  
Damien Fields  
Stephanie Perry  
Jeanne Kirschner

November 10, 2011

**I. APPLICATION COVER PAGES**

**NAME OF PROPOSED CHARTER SCHOOL:** The Howard & Lillian Lee Scholars Charter School

**NAME OF NONPROFIT ORGANIZATION UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:**  
The Howard & Lillian Lee Scholars Charter School

**HAS THE ORGANIZATION APPLIED FOR 501(c)(3) NON-PROFIT STATUS:** Yes  No

The school's Board of Directors ("Board") will submit an application for 501(c)(3) status upon charter approval.

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

**NAME OF CONTACT PERSON:** Angela Lee

**TITLE/RELATIONSHIP TO NONPROFIT:** Lead Applicant for the Howard & Lillian Lee Scholars Charter School

**MAILING ADDRESS:** 215 Haddon Hall Circle, Chapel Hill, North Carolina, 27517

**PRIMARY TELEPHONE:** (919) 452-1371

**E-MAIL ADDRESS:** a\_dlee@yahoo.com

**Location of Proposed Charter School (LEA):** Chapel Hill-Carrboro City Schools

**Conversion:**

No:

Yes:  If so, Public  or Private:

If a private school, give the name of the school being converted: Not applicable

If a public school, give the name and six-digit identifier of the school being converted: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Description of Targeted Population: The Howard & Lillian Lee Scholars Charter School does not have a targeted population. Any K-8 student that meets the criteria for admission to a North Carolina public school is qualified to apply to the Howard & Lillian Lee Scholars Charter School.

Proposed Grades Served: K-8 Proposed Total Enrollment: 723

**Projected School Opening Year** 2012 **Month** August

The Howard & Lillian Lee Scholars Charter School

School Year	Grade Levels	Total Projected Student Enrollment	Year Round	
			YES	NO
First Year	K-5	480		No
Second Year	K-6	561		No
Third Year	K-7	642		No
Fourth Year	K-8	723		No
Fifth Year	K-8	723		No

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Angela Lee  
Signature

Lead Applicant  
Title

Angela Lee  
Printed Name

11/9/11  
Date

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**III. MISSION, PURPOSES and EDUCATIONAL FOCUS** (G.S.115C-238.29A)

**MISSION:**

The mission of the proposed charter school is as follows:

The Howard & Lillian Lee Scholars Charter School’s mission is to provide a high-quality K-8 education that places each student on the path to college readiness and closes achievement gaps.

We will achieve this through implementation of a rigorous curriculum; the use of data – including formative assessments and regular observational data -- to inform instruction; an intentional professional development program designed to help teachers become the best they can be; and creation of a school culture that provides a safe and nurturing learning environment in which students can develop the skills and personal qualities important for success in life. Parents, students, and staff will collaborate to create an environment that values both academic achievement and strong moral character.

**EVIDENCE FOR NEED OF THE PROPOSED SCHOOL WITH THE SELECTED MISSION:**

The Howard & Lillian Lee Scholars Charter School (“Lee Scholars” or “school”) will fulfill three primary needs identified in the Chapel Hill-Carrboro community: 1) close achievement gaps, 2) prepare students for a rigorous high school and college preparatory program, and 3) alleviate overcrowding in elementary schools.

**Close Achievement Gaps**

The 2009-10 Chapel Hill-Carrboro City Schools’ report card illustrates that achievement gaps exist. Over ninety-five percent of white students passed both the reading and math state tests, while fifty-four percent (54.6%) of black students passed both tests. Additionally, only fifty-four percent (54.2%) of economically disadvantaged students are proficient on both state tests as compared to non-economically disadvantaged students who passed both tests at a rate of ninety-four percent (94.4%). Consider the following:

Chapel Hill-Carrboro City Schools 2009-10 Report Card Percentage of students proficient on End of Grade Assessment						
White	Black	Hispanic	Limited English Proficient	Students with Disabilities	Economically Disadvantaged	Non-economically disadvantaged
>95%	54.60%	59.10%	48.30%	57.40%	54.20%	94.40%

As we say above, our mission is to place each student on a path toward college readiness and to close achievement gaps. We will accomplish this by partnering with National Heritage Academies (NHA) to manage the day-to-day operations of the school. A primary reason for our decision to partner with NHA is the company’s track-record of academic success with students, regardless of socio-economic background. NHA has demonstrated this record with strong academic growth rates that lead ultimately to higher proficiency rates and smaller achievement gaps.

We believe the partnership with NHA will create a very strong school. NHA serves a high percentage of minority students. Presently, 64% of the 45,000 students at NHA’s partner schools are students of color who often enter school with profound academic deficits. We believe that through an intentional and deliberate

commitment to eliminating achievement gaps, NHA has seen notable academic progress in its minority students.

### **Prepare students for a rigorous high school and college preparatory program**

On June 2, 2010, North Carolina adopted the Common Core State Standards in K-12 Mathematics and K-12 English Language Arts released by the National Governors Association Center for Best Practices and the Council of Chief State School Officers. With the adoption of these state-led education standards, Chapel Hill-Carrboro students will need a curriculum and assessment program aligned with the new standards to ensure they are prepared for a rigorous high school and college preparatory program.

Through our partnership with NHA, Lee Scholars will benefit from the systematic implementation of a college preparatory program that will provide students with the knowledge, skills and personal capabilities necessary for success in a college-track high school curriculum. Specifically, the school will implement the NHA Curriculum, which is designed to prepare students for rigorous high school programming. The curriculum includes a strong Moral Focus Program, that equips students with the behaviors and attitudes they need to be successful in high school, college, and beyond. Additionally, Lee Scholars will implement NHA's College Bound Scholars program, which will engage students in planning for high school, the next important step in their lives.

### **Alleviate Overcrowding**

On August 2011, the *News & Observer* reported that Chapel Hill-Carrboro City Schools is approaching 105 percent of elementary school capacity, the point at which it can deny new residential development in the district. In Chapel Hill, the school system must sign off on new housing plans<sup>1</sup>. Developers must get a Certificate of Adequate Public Schools confirming that the Chapel Hill-Carrboro City Schools can manage the extra children that new housing generates. Additionally, on October 9, 2011, the Chapel Hill *Herald* reported that, "according to the most recent *Opening of Schools Report*, three elementary schools and one high school are operating above capacity." Consider the following:

- Carrboro Elementary School, which has a capacity of 533 children, now serves 581 students and is projected to serve 608 children next year.
- Glenwood Elementary, which houses the dual language program, serves 539 children despite having a capacity of 423.
- Seawell Elementary, which has absorbed intense population growth within its district in the past year, has an original capacity of 466 but is serving 659 children.

"These overcrowding concerns are straining on our elementary schools. Enrollment has been increasing and we have approached and exceeded our elementary schools' capacities," said school Board Chair Jamezetta Bedford on August 11, 2011.

Lee Scholars intends to locate within the Chapel Hill-Carrboro community in order to help alleviate these growth needs, as well as serve all children and families in the area. Open to all students, Lee Scholars hopes to provide residents with an additional public school choice, even as the community works to keep up with the explosive growth in its schools. Our school will open in August 2012 to serve a capacity of 480 students in Kindergarten through grade 5. The school will expand each year to ultimately serve more than 700 students in Kindergarten through grade 8.

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<sup>1</sup> Schools Adequate Public Facilities Ordinance (SAPFO) of 2003.

**PURPOSES OF PROPOSED CHARTER SCHOOL:**

State the relationship between the six legislated purposes, as specifically addressed in the NC charter school statute GS 115C-238.29A, and the proposed school's operations.

The primary purpose for the Howard & Lillian Lee Scholars Charter School is to fulfill the purpose stated in North Carolina's charter school statute for improving student learning. We will accomplish this by providing a high-quality K-8 education that closes achievement gaps and places each student on the path to college readiness. We believe the following:

**Student learning will be improved:** Partnering with NHA maximizes our school's likelihood of achieving our goal of closing achievement gaps and helping students become college ready. Our school will fully implement the NHA model, which includes a strong college readiness curriculum (more fully detailed in Section V) and has generated academic growth rates that lead ultimately to greater student proficiency and smaller achievement gaps.

NHA manages a system of schools which includes a high percentage of minority students (64% or more than 28,000 students) who often enter NHA schools with profound academic deficits. NHA's intentional and deliberate approach to eliminating achievement gaps includes 1) early identification of academic need, 2) immediate, customized intervention, and 3) close monitoring of student progress and adjustment of instruction as needed. NHA has seen notable progress in the content knowledge of its minority students. Consider the following:

- In 2010-11, African-American students at NHA performed at 73<sup>rd</sup> percentile nationally from fall to spring.
- By spring 2011, the percentage of African-American students at grade level at NHA increased by 17 percentage points.

Lee Scholars will also fulfill the additional five legislated purposes of a charter school by providing the following:

- **Increasing learning opportunities for all students:** Specialized instruction will meet the needs of students at risk of academic failure as well as students who are academically gifted. Our plan for providing increased learning opportunities for all students is specifically outlined in Section V, question 10 - *Explanation of how the school will meet the needs of gifted students, English language learners, and other at risk students.*
- **Encouraging different and innovative teaching methods:** We believe the most important factor in student learning is the quality of instruction, and that all students can learn with great instruction. Our school will be organized accordingly to provide opportunities for staff to develop expertise in research-based innovative instructional practices so instruction is the best it can be. So that all teachers can be equipped with skills to meet the diverse needs of their students, our school will facilitate professional development sessions to help ensure different and innovative teaching methods are presented and mastered, so student learning can be improved. We will implement NHA's distributed leadership model in which the school leadership team will ultimately consist of a principal and three deans. Deans will serve as the direct managers for their grade level teachers (e.g. K-2, 3-5, 6-8). Teachers will receive ongoing coaching and instructional support from their deans through weekly classroom observations, one-on-one meetings, and written and verbal feedback. We believe this will create an environment where teachers are encouraged to continuously improve the quality of their teaching methods to increase student learning. Our instructional methods are detailed in Section V, Question 2 - *Teaching approach, class structure, curriculum design, and instructional methodology, courses of study, etc.*

- **Providing professional opportunities for teachers:** In partnership with NHA, we will provide a unique career progression opportunity for all members of the school faculty and staff. As a national organization, NHA has dedicated resources to develop leaders from within its system of 71 schools. High-performing teachers will be able to apply to become a Teacher Leader, working with NHA to mentor new teachers. Teachers interested in and qualified for moving into school leadership positions will be able to take advantage of NHA's "Emerging Leaders" courses. These courses are offered for cohorts from across NHA's network of schools and will be available through nomination by the school principal. The use of a shared and distributed leadership model will also create more positions for formal leadership within the school. NHA also offers a tuition reimbursement plan to help teachers and others further their educations. This benefit will further support the ongoing learning and development of school staff as their career goals evolve.
- **Providing parents and students with expanded educational choices:** Our school will offer parents and students expanded choices in the types of educational opportunities that are available within Chapel Hill-Carrboro City Schools and surrounding schools. We believe that the presence of educational choice will allow parents to select a school that best meets the needs of their child(ren) and will foster improvements across all schools in the area. We are eager to bring an additional school choice to the families of the Chapel Hill-Carrboro community and believe that the NHA educational program as implemented at our school will provide expanded choices for parents and students. NHA's parental engagement track record is very strong. Based on its last annual parent satisfaction survey, 94% of NHA parents say they are satisfied with their child's school and 92% say they'd recommend their school to other parents. It's important to note that more than 80% of parents respond to the organization's annual survey. Additionally, our school will help alleviate some of the over-crowding issues in the Chapel Hill-Carrboro City elementary schools, improving matters even for parents who may not want to choose another educational option.
- **Meeting measurable performance-based student achievement results:** Lee Scholars embraces accountability for student learning and is eager to measure student academic performance. We will implement all required assessments (e.g., EOGs, ACCESS for ELLs) and will also administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) in grades 2-8 and Primary Grades Assessment (PGA) three times a year in order to track student progress and make mid-course adjustments as necessary. In the case that students are not learning as anticipated, classroom assessments will be utilized along with formative assessment measures to identify areas of strength and areas of need and instruction will be adjusted. We believe that this data driven approach to instruction will ensure that all students learn and the school will meet all accountability measures. For additional information on our plan for accountability, please see Section IV, C, Question 7 - *Describe the organization's performance-based goals for the charter school.* For additional information on our plan for assessment, please see Section V, Question 6 - *A concise description of any evaluation tool or test, if any, that the proposed charter school will use in addition to any state or federally mandated tests and how this data will be used to drive instruction.*

#### **EDUCATIONAL FOCUS:**

Describe briefly, limited to one page, the focus of the proposed charter school. This description will be used in public releases of information to interested parties, such as: the media, the State Board of Education, parents, school systems, and in various documents produced by the Office of Charter Schools. It must be concise and relate directly to the mission of the school.

Our school's mission is to provide a high-quality K-8 education that places each student on the path to college readiness and closes achievement gaps.

We have selected a management partner, National Heritage Academies (NHA), which shares our desire and our commitment to educational excellence. United in mission and vision, Lee Scholars and NHA believe a high-quality public charter school will help close achievement gaps and put students in this community on a path of college preparedness.

In particular, three key design elements will be critical to our success: A college preparatory program that will provide students with the knowledge, skills and personal relationship capabilities necessary for success in a college-track high school curriculum; a dynamic system designed to ensure achievement gaps are closed; and organizational and financial stability that will allow our Board, school leadership team, and teachers to focus on the primary business of the school: educating students. The features crucial to implementing these design elements are:

#### **A College Preparatory Program**

- The school will implement the *NHA Curriculum* designed to prepare students for rigorous high school programming.
- A *Moral Focus* program will equip students with the behaviors and attitudes they need to be successful in high school, college, and beyond.
- A *College Bound Scholars* program will engage students in planning for high school, the next important step in their lives.

#### **A Dynamic System to Close Achievement Gaps**

- A distributed leadership model will support high quality instruction by providing ongoing and focused professional development within a culture of high performance.
- Teachers will use assessment data to make informed instructional decisions, maximize student learning, and measure results. Results will be measured at the subgroup level to ensure achievement gaps are closing.
- In partnership with NHA, our school will attract high quality teachers and other staff.
- Intentional, purposeful training and development programs will be offered that are focused on improving teaching and learning.
- A school performance dashboard will provide the Board with data needed to monitor school performance and achievement gaps.
- A Director of School Quality (DSQ) will be assigned to the school to mentor the principal, serve as a resource for best leadership practices, and observe the school on at least a monthly basis to ensure quality. The DSQ is accountable for the performance of the school.

#### **Organizational and Financial Stability**

- The Board will delegate day-to-day operations to NHA through a service agreement, in which NHA will make contributions to the school in the event that budgeted expenses exceed revenue.
- The school will open with a fully equipped facility to serve the ultimate enrollment of 723 students in grades K-8.
- A liaison will be assigned from NHA to facilitate communication between the Board and NHA, and to serve as staff support for the Board.

### **IV. GOVERNANCE**

**NOTE:** Please answer all sections completely. Do not use "same as LEA" or "whatever the law states". Lack of proper documentation will jeopardize the application review.

**A. PRIVATE NONPROFIT CORPORATION (G.S.115C-238.29E)**

The nonprofit corporation must be officially authorized by the NC Secretary of State by the final approval interview date.

Name of Private Nonprofit: The Howard & Lillian Lee Scholars Charter School

Mailing Address: 215 Haddon Hall Circle

City/State/Zip: Chapel Hill, NC 27517

Street Address: 215 Haddon Hall Circle

Email: a\_dlee@yahoo.com

Phone: (919) 452-1371

Fax: (919) 863-3444

Name of registered agent and address: Angela Lee, 215 Haddon Hall Circle, Chapel Hill, NC 27517

FEDERAL TAX ID: We are currently working with legal counsel to obtain the school's Federal Tax ID and will submit this number to the Department of Instruction upon charter approval.

**B. TAX-EXEMPT STATUS (501 (c)(3)) (G.S.115C-238.29B(b)(3))**

The private nonprofit listed as the responsible organization for the proposed charter school has 501 (c)(3) status:

- Yes (copy of letter from federal government attached)  
 No

The school is seeking tax-exempt status from the Internal Revenue Service and fully expects to secure this within twenty-four (24) months of the date the Charter Application is given final approval.

Note:

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. (G.S.115C-238.29E(b))

**C. ORGANIZATIONAL STRUCTURE OF PRIVATE NONPROFIT: (GS 115C-238.29B(b)(3); GS 115C-238.29E(d))**

The private nonprofit corporation 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.

**Please provide the following in this location of the APPLICATION: (Do not include as an appendices.)**

1. A well-defined organizational chart showing the relationship of the Board of Directors to the administrative 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 the charter school.

The Howard & Lillian Lee Scholars Charter School

The Board of Directors (“Board”) for the Howard & Lillian Lee Scholars Charter School will be responsible for the governance and oversight of the school, including Board policies. Through a service agreement, the Board will delegate the day-to-day operations of the school to National Heritage Academies (NHA). NHA will be accountable to the Board for the academic performance, organizational strength, and financial viability of the school.

In keeping with good governance practices and consistent with our proposed Bylaws, our Board will elect a President, Vice President Secretary, and Treasurer and may create committees on such areas as academics, finance and facilities.

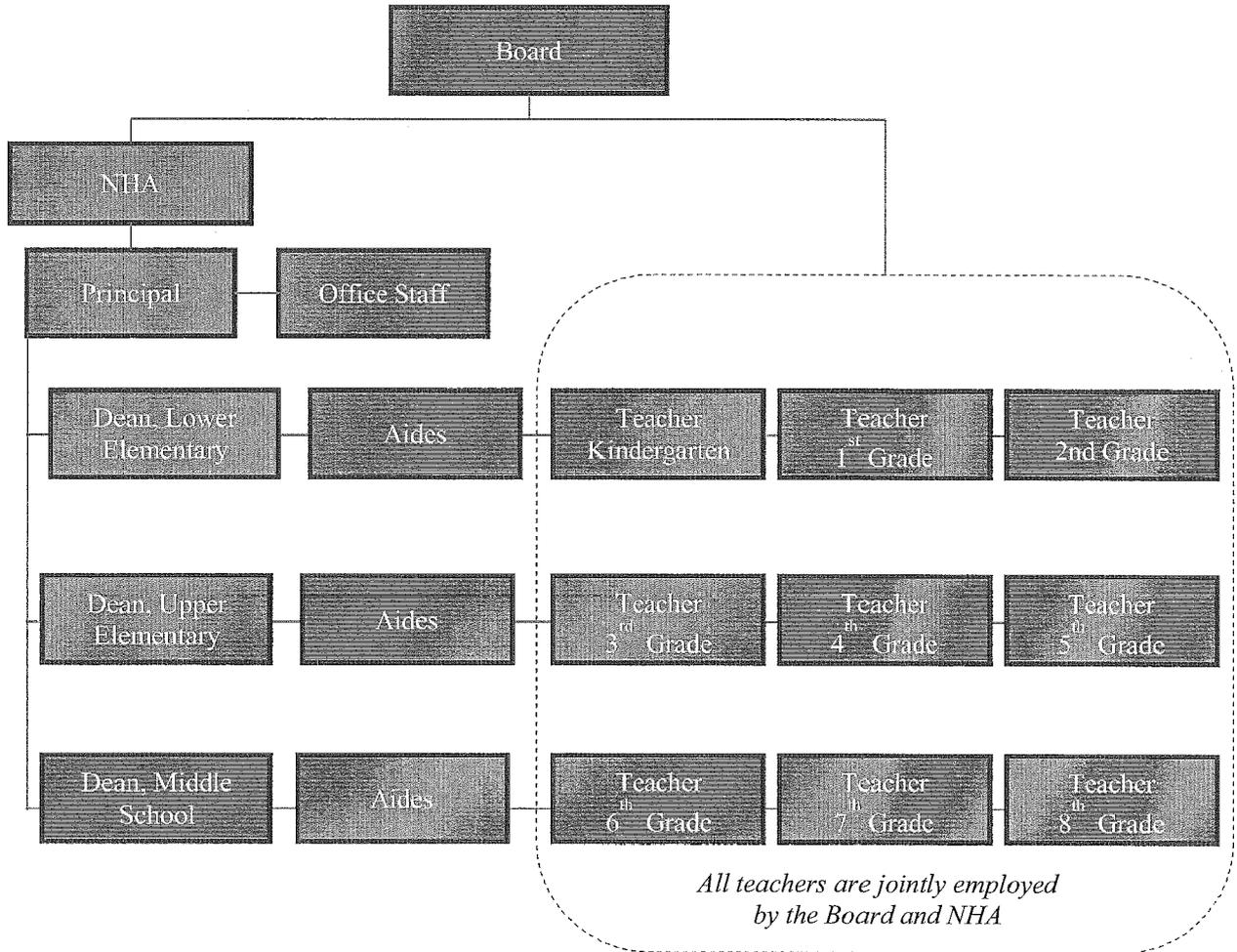
NHA will provide the Board with regular reports on student performance and assessment data. The Board will utilize this information to assess the school’s progress towards the goals specified in its charter. The data will include student performance data from the NWEA assessments and End of Grade assessments. It will also include pertinent operational information such as student count numbers, attrition percentages, student attendance, student discipline, at-risk population, percent of students with an Individualized Education Plan (IEP) and parent satisfaction with the school. NHA will work with school leadership to provide the Board with the information needed to assess all aspects of the school’s performance.

Additionally, Lee Scholars will implement a distributed leadership model in which the school leadership team will ultimately consist of a principal and three deans, who share administrative responsibilities. Our school will utilize this proven leadership structure so that the principal personally manages the members of the leadership team and a small number of additional teachers and staff. This will allow the principal to focus on his/her primary role as instructional leader of the school while each dean is responsible for a team of grade-level teachers and staff. Having this team of individuals leading the school will create a culture and atmosphere of high expectations and strong instructional support.

Deans will serve as the direct managers for their grade level teachers (e.g. K-2, 3-5, 6-8) and assist the principal with administrative duties. Teachers will receive ongoing coaching and instructional support from their deans through weekly classroom observations, one-on-one meetings, and written and verbal feedback. Teachers will also meet regularly with their grade-level and cross-grade-level teams. We believe this will create an environment where teachers are encouraged to continuously improve the quality of their instruction and classroom management to increase student learning.

Detailed below is the proposed organizational structure for our school.

The Howard & Lillian Lee Scholars Charter School



2. A one-page resume for each member of the board of directors highlighting his or her experiences over the past ten or more years.

Detailed below are resumes for each member of our Board, including 1) Angela Lee (Lead Applicant), 2) James Farrar, 3) Danita Mason-Hogans, 4) Jeanne Kirschner, 5) Damien Fields, and 6) Stephanie Perry. A seventh board member will be added as we assess our strengths as a Board. Of course, DPI will be notified as soon as a seventh board member is identified.

**Angela Lee**  
215 Haddon Hall Circle  
Chapel Hill, North Carolina 27517  
(919) 452-1371

Angela Lee is an attorney, community organizer, advocate for education, musician, choir director, and active contributor to the work of several charitable nonprofits – a record that continues a historic family legacy of service to society and education.

After earning her law degree at The University of North Carolina (UNC), Ms. Lee worked for 18 years at UNC, helping legendary basketball coach Dean Smith support college student-athletes even after their eligibility expired. She helped top athletes, including Michael Jordan, Lawrence Taylor, Sam Perkins, and James Worthy, transition to professional careers, providing personal guidance and helping them choose agents and attorneys.

She left UNC six years ago to help former UNC student-athletes Rick Fox and King Rice found CarolinaPros Inc., which helps former UNC student-athletes find ways to give back to the community. She helped organize “The World’s Greatest Alumni Game,” in which UNC alumni athletes compete with other college alumni to raise funds for organizations such as the American Diabetes Association. She also helped organize the Dre Bly Celebrity Golf Tournament to benefit youth education and athletic programs.

Ms. Lee served as a teaching associate, site coordinator and program director for Grape Arbor’s 21<sup>st</sup> Century Learning Centers Program for middle school students. She currently works as a 21<sup>st</sup> CCLC teaching associate at the high school level. In addition, she is development coordinator for St. Joseph’s Historic Foundation in Durham, NC. Throughout her career, Lee has given her energy and skill to not-for-profit efforts that benefit children, especially in education. In these works, she was inspired by the examples of her parents, Howard and Lillian Lee. Her father, an educator and social worker, was the first African-American mayor of a predominantly white town in the south since Reconstruction. He is a former state senator, and former chairman of the North Carolina State Board of Education. Her mother was an educator for 36 years and retired as a high school dean of students.

She earned a bachelor's of arts in philosophy at Harvard University in 1976, where she won the W.E.B. Dubois Award in Elocution, acted in many college productions, and sang with the Kuumba Singers, a gospel choir. She remains active in this field, serving as director of two choirs at St. Paul A.M.E. Church and singing in a third. She also participates in dramatic programs at St. Paul and is a member of the trustee board. A sports enthusiast, Lee believes that sports, like music and the arts, play a vital role in the development of our youth. She enjoys reading, movies, and a good game of Scrabble. She is one of three children. Her sister is the Associate Athletic Director at Ball State University, her brother is a business owner in Atlanta, and her niece began a high school teaching career in Nashville after graduating from Vanderbilt University.

She embraced the charter school movement after noticing many students unprepared for college, career, and life. She cites one watershed moment when she realized a teen-aged peer of her daughter declined to sign a greeting card because he could not write.

Ms. Lee lives in Chapel Hill and is the proud mother of a daughter, Jaimie, a graduate of Emory University and academic advisor at The University of North Carolina.

**James Gerard Farrar**

3469 Hwy 87 North \* Pittsboro, N.C.27312 \* Phone (919) 449-4511

**Experience**

Jan-1994 - Present

*Trader*, NCM Capital Management Group, Durham, N.C.

- Securities trader; buy and sell stocks and bonds for client accounts
- Work directly with the Marketing and Client Services Department and Consultants to ensure compliance with state and national security regulations
- Monitor portfolio compliance of Taft-Hartley, ERISA, discretionary, non-discretionary, wrap and commission accounts, and managed efficient implementation of account restrictions
- Execute and maintain \$2,000,000 Soft Dollar budget for the Investments department, used to facilitate acquisition of investment research
- Worked directly with the Operations Department to ensure accurate and prompt settlement of securities
- Communicated with Investments/Trading/Brokers/Banks regarding account activity, including trade adjustments and research of failed trades
- Reconciled cash, market value and cost of assigned accounts with custodian banks.
- Input trade tickets into custom-built trade-order management system; offered suggestions and insights into systems modifications

Feb-1993 – Sep-1994

*Clinical Laboratory Preparatory Technician*

Duke University Medical Center, Durham, N.C.

- Processed and labeled blood specimens
- Assisted Medical Technicians and verified test results

May-1990 – Jan-1994

*Senior Sales Representative*

International Business Machines, Research Triangle Park, N.C.

- Performed analytical adjustment to computers of various types to meet specifications
- Regulated quality control and total quality management
- Marketed computers and accessories to potential clients
- Developed and analyzed marketing strategies

**Education**

Bachelor of Arts, History

North Carolina Central University, Durham, N.C.

**Community Service**

April-1997 – Oct-2008

*Clergy volunteer*

Interfaith Shelter

Chapel Hill, N.C.

January-2010-Present

Human Rights Center

Chapel Hill, N.C.

April 2010-Present

*Chairman of the Board*

NAACP-Education Committee

Chapel Hill, N.C.

*Chairman of the Board*

**Danita Mason-Hogans**  
**26 Current Lane**  
**Durham, North Carolina 27712**  
**Phone: (919) 260-8920**

Danita Mason-Hogans is an educator, program director, event coordinator, parent and mentor with extensive educational experience and involvement with the arts. Mason-Hogans has taught at the college level and directed schools, community centers and after-school programs in Chapel Hill and Greensboro.

She graduated from North Carolina A&T University magna cum laude with a bachelor's degree in 1992 and earned her masters' degree in summa cum laude the following year from Virginia Polytechnic Institute and State University. At North Carolina A&T, she was named Best Theater Director, and she received the Community Leadership Award.

She has worked extensively with elementary and middle school students, including a Montessori School in Durham. She also has developed a broad knowledge of the educational needs and resources across her community.

She served as Curriculum Coordinator at Grape Arbor's 21<sup>st</sup> Century Learning Center and was previously its Youth LEAD Program Coordinator. She also previously served as Program Director with the Greensboro Summer Program, the Town of Chapel Hill Hargraves Community Center and the Seeds of Sheba Cultural Arts Center, also in Chapel Hill. She was an instructor in social studies in grades six through 12 at the School in the Community in Chapel Hill, an instructor in creative dramatics with the City of Greensboro Department of Parks and Recreation and instructor of black studies at Virginia Polytechnic Institute and State University. She was also gallery manager at the University Studio and Art Gallery, an independent photography gallery on the campus of North Carolina A&T, and at the African American Atelier in Greensboro.

Originally from Chapel Hill, she resides in Durham with Cory Hogans, her husband of 17 years and principal of a Durham Montessori School, and their children, a son in middle school and a daughter in elementary school.

She sees her involvement with charter schools as a natural trajectory, uniting her passions for the arts and for advocating for young people. She is now enrolled in the Documentary Studies program at Duke University, and she has begun producing a series of documentary films on the history of local community people and organizations.

*Jeanne B. Kirschner*

114 Worsham Drive, Chapel Hill, NC 27516

Cell: (919) 201-3758 Office: (919) 668-6763 kirschner@robertsonscholars.org

## EXPERIENCE

### **Robertson Scholars Program**

*Interim Program Director, January 2010-April 2011*

*Associate Director, July 2008-present*

*Assistant Director, Operations, August 2007-July 2008*

Oversee planning, managing, and logistics for the Program at Duke University and the University of North Carolina at Chapel Hill. Work with Executive Director, Board, and Foundation on program and strategic initiatives including new operating agreement with the Universities, forming a new non-profit corporation, and setting annual goals and objectives. Act as CFO overseeing \$8 million budget. Responsible for human resources, including hiring, managing, and mentoring. Developed program evaluation data and analysis tools; Created academic and program courses.

### **Duke University Auxiliary Services**

*August 2006 – August 2007*

*Assistant Director of Finance:* Managed budgeting and financial analysis for \$128 million campus operations; Prepared reports and analysis and coordinated University committees for new initiatives; Assisted with developing strategic plans. Developed develop marketing and sales strategies for retail operations, collaborated with various University divisions by serving on committees and project groups to develop better services for the Duke community.

### **Duke University Campus Services**

*April 2003 – July 2006*

#### **Office of the Vice President**

*Special Projects:* Assisted Vice President with strategic and business planning projects including Board of Trustee presentations, division budget presentations, and executive searches. Other project highlights included a study of transportation strategies related to safety and the vendor selection and negotiation process for Dining Services.

### **Duke University Auxiliary Services**

*May 1997 – July 2006*

#### **Assistant Director – Event Management and Marine Lab Auxiliaries Program**

*January 2001 – July 2006*

Oversaw budget preparation, fiscal year-end processes, and financial analysis for \$10 million operation. Recommended operational changes to balance budget and finished favorable to budget every year. Developed financial models for revenue projections. Implemented new University systems for department and worked to interface internal systems with University systems for stronger analysis and planning. Directly oversaw the financial and operational Auxiliary program of the Marine Lab at Beaufort including residence life, dining services, stores, and event services.

### **Business Manager – Event Management**

*July 1998-January 2001*

Managed \$10 million budget, including all departmental operations and staff. Worked on integrating new software with other University financial reporting systems and computer programs. Designed custom reports for system to assist in managerial accounting. Developed strategic business and marketing plans for department.

## EDUCATION

**Duke University, Durham, NC** -- *Bachelor of Arts*, May 1994. Political Science, Art History

**University of Massachusetts, Amherst, MA** -- *Masters of Science*, December 1996. Sport Management

**Fuqua School of Business, Durham, NC** -- *Executive Education*, October 2006, Financial Reporting

## VOLUNTEER ACTIVITIES

- Duke Alumni Association – Alumni interviewer
- Duke University Union – Board member

**DAMIEN FIELDS, MBA**

11301 Drew Hill Lane, Chapel Hill, NC 27514 dfields@hmeincny.com

**EDUCATION**

- Master of Business Administration, Entrepreneurship, SUNY Empire State College – Old Westbury N.Y
- Bachelor of Science, Community & Human Services, SUNY Empire State College – Old Westbury N.Y

**INTERESTS**

- Semi Pro Football: Long Island Tribe (R.A.F.L.)
- Ordained Minister
- Boys & Girls Club of Eastern Piedmont Board Member
- Justice United Clergy Board Member

**EXPERIENCE**

2008 - Present HEAVENLY MINDED ENTERPRISES, INC. President & CEO New York & North Carolina  
*Full-service consultancy specializing in business and financial interest of churches, non-profits and small businesses.*

- Developed Strategic Plan with niche focus of Faith-Based institutions & Non-Profits; executive, management and associate level policies and procedures; and delivered effective C-level presentations to clients and prospects
- Provided consultation and selling of professional services to CEOs and Executives and High Net worth individuals in Commercial finance, legal services, Project Management, Management Consulting, Accounting & Tax
- Ensure company meets financial profit objectives through business development and maintenance of existing accounts

2007 - 2009 MCCOY CONSULTANTS Manager of Business Development Officer Uniondale, NY

Sept. '08 – Dec. '09 - Manager of Business Development Officer

Dec. '07 – Sept. '08 - Business Development Officer

*Full-service consultancy specializing in business and financial interest of churches, non-profits and small businesses.*

- Delivered effective sales presentations to prospective and existing clients while brokering new business; consultation to C-level executives and High Net worth individuals in Commercial finance, legal services, Management, and Finance
- Personal development aspect of performing daily follow-ups with account executives in both sales and processing capacity; created increase in account base by 40%; Continuously surpass sales targets by 2-3 times; top sales producer.

Feb. 2006 – Dec. 2007

TopDot Mortgage

Morgtage Consultant

Jericho, N.Y

*Topdot is one of the largest mid-size mortgage banks in the US and a national leader in FHA and conventional mortgages.*

- Responsible for consultation regarding loan options, accepting and evaluating mortgage loan applications, interviewing clients and processing the loan documents; Maintained database of over 500 clients.
- Expedited loan processes by efficiently networking key players, including loan processors, appraisers and title companies; Recognition for top 5% in the Nation (#30 out of 700 sales reps) producing \$2.1 million volume.

Jan. 2002 – Feb. 2006

Winthrop University Hospital Patient Care Associate

Mineola, NY

*Winthrop University Hospital is a 600-plus bed sub-acute facility and is a leading medical institution in the Long Island, NY.*

- Implemented a skin care initiative on cardiac units in 2003; Assist patients with medical and personal needs; Evaluate patients' vital signs; Conduct glucose monitoring and electrocardiograph testing.

The Howard & Lillian Lee Scholars Charter School  
**STEPHANIE PERRY**  
119 Essex Drive, Chapel Hill, NC, 27514  
Phone (919) 358-7345 [stephberry@aol.com](mailto:stephberry@aol.com)

## **PROFESSIONAL EXPERIENCE**

### **JUSTICE UNITED IN COMMUNITY EFFORT, Chapel Hill, NC**

#### ***Lead Community Organizer (2009-Present)***

- Elected to lead a multi-faith, multi-racial, non-partisan countywide citizens organization dedicated to engaging members of the community to fully participate in decision making processes with leaders in the public and private sectors that impact social justice issues in the Orange County community .
- Develop community leaders by facilitating training that teaches building relationships across race, social and religious lines, and helping to identify common concerns.
- Ensure the organization is on sound foot financially by implementing fundraisers, coordinating grant writing and proposals, developing and ensuring a budget, recruiting new dues paying organizations.
- Developing marketing collateral and promotional materials to include media press releases, brochures and meeting agendas.

### **HAMPTON INN, Chapel, Hill, NC**

#### ***Director of Sales (2006-2009)***

### **MARRIOTT CORPORATION**

- Residence Inn, Durham, NC, Suite Care Supervisor (2005-2006)
- Courtyard, Chapel Hill, NC, Sales Manager (2004-2005)
- Residence Inn, Durham, NC, Guest Care Supervisor (2002-2004)
- Courtyard, Tampa, FL, Sales Coordinator (2001-2002)
- Residence Inn, Durham, NC, Night Auditor (2000-2001)

### **FED BY FAITH BAKERY, Tampa, FL**

#### ***Owner/General Manager (1997-1999)***

- Provided professional catering and food service for multiple companies and organizations on a business by business basis focusing on all-natural wholesale vegan bakery items.
- Developed and manufactured health food products, delivery of goods, soliciting/ winning new accounts, and key product enhancements strategies.
- Provided supervision expertise for set-up operations for new accounts, customer service and inventory control.

### **VISION QUEST, Southmountain, PA**

#### ***Receptionist (1994-1995)***

- Key responsibilities: delinquent youth wilderness camp, data entry, filing, general management of the front office, creative writing for rehabilitative process.

### **NGOZI INSTITUTE, Harrisburg, PA**

#### ***Board Member (1992-1995)***

- Supervised private school development from a community of home-schooled families. Accomplishments included: developing the K-3 grade curriculum; proposal and grant writing; creative writing workshops; event planning including an African American Family Day Festival.

3. 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. (G.S.143.318.9 et seq)

With the assistance of our legal counsel, the Board has prepared and understands the following proposed Bylaws for Lee Scholars. We also commit to complying with the State's Open Meetings Law (G.S. 143.318.9 et seq).

**PROPOSED BYLAWS  
OF  
THE HOWARD & LILLIAN LEE SCHOLARS CHARTER SCHOOL**

*ARTICLE I — NAME*

The name of the corporation shall be The Howard & Lillian Lee Scholars Charter School (the "**Corporation**").

*ARTICLE II — PURPOSES*

The purposes for which the Corporation is organized are:

(A) The Corporation is organized for the purpose of operating a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. §115C-238.29A *et seq.*;

(B) The Corporation is also organized for the purpose of providing a high quality, elementary and middle school education that places each student on the path to college readiness and closes achievement gaps.

(C) The purposes for which the Corporation is organized are exclusively religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future United States Internal Revenue laws (the "**Code**"). The Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States Internal Revenue Code.

*ARTICLE III — OFFICES*

Section 1. Principal Office. The principal office of the Corporation shall be located at 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation; provided, however, the Corporation's registered office shall be located in the State of North Carolina, and shall be the business office of the resident agent.

Section 3. Other Offices. The Corporation may have offices at such other places, either within or without the State of North Carolina as the Board of Directors may from time to time determine.

*ARTICLE IV — BOARD OF DIRECTORS*

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed under the direction of the Corporation's Board of Directors (the "Board") in accordance with the provisions of the Corporation's Articles of Incorporation (the "Articles"), these Bylaws (the "Bylaws"), and applicable law.

Section 2. Method of Selection, Number and Election of Directors. The initial Board shall be the individuals named in the Articles of Incorporation. The number of Director positions on the Board (the "Directors") shall be not less than five (5) or more than nine (9). The Directors at any annual meeting may by resolution fix the number of Directors to be elected at the meeting; but in the absence of such resolution, the number of Directors elected at the meeting plus the number of Directors continuing in office shall constitute the number of Directors of the Corporation until the next annual meeting unless the number is changed by action of the Directors. Directors shall be elected at any annual or special meeting of the Board by a vote of a majority of the Directors at the time in office. The election of Directors shall be a part of the order of business of each annual meeting of the Board. Directors need not be residents of the State of North Carolina.

Section 3. Terms. The initial Directors shall be divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one (1), two (2) and three (3) years, respectively, and until their successors shall be elected and shall qualify, and thereafter the successors in each class of Directors shall be elected to serve for terms of three (3) years and until their successors shall be elected and shall qualify. In the event of any increase or decrease in the number of Directors, the additional or eliminated directorships shall be so classified or chosen that all classes of Directors shall remain or become equal in number, as nearly as can be. In the event of the death, resignation, retirement, removal or disqualification of a Director during the elected term of office, the Director's successor shall be elected to serve only until the expiration of the term of the predecessor. Directors may be reelected with no limit on the number of terms.

Section 4. Director Qualifications.

(a) Qualifications. A Director shall be willing and able to make decisions as a member of the Board in the best interests of the Corporation and shall submit on an annual basis a conflict of interest disclosure as prescribed by the Board.

(b) Excluded Persons. The following persons shall not be eligible to serve on the Board: (i) employees of the charter school operated by the Board; or (ii) any director, officer, or employee of a service provider or management company that contracts with the Corporation.

Section 5. Removal. A Director may be removed by the Board with or without cause by a resolution duly adopted by a majority vote of the number of Directors in office.

Section 6. Resignation. A Director may resign at any time by providing written notice to the President (or if the President is resigning, or if the Presidency is vacant, then to the next highest-ranking Officer). The resignation shall be effective when communicated unless the notice specifies a later effective date or subsequent event upon which it will become effective.

Section 7. Board Vacancies. A vacancy in the Board shall be filled as provided in Section 2 of this Article.

Section 8. Compensation. A Director shall serve as a volunteer without compensation. By resolution of the Board, Directors may be reimbursed for their reasonable expenses incident to their duties in accordance with applicable law.

*ARTICLE V — MEETINGS OF DIRECTORS*

Section 1. Annual Meeting. The annual meeting of the Board shall be held in the month of [MONTH] of each year, for the purpose of electing Directors and officers of the Corporation and the transaction of such other business as may be properly brought before the Board. If the annual meeting is not held as designated by these Bylaws, a substitute annual meeting may be called by or at the request of the Board, and such meeting shall be designated and treated for all purposes as the annual meeting. The Board may set a schedule of the time and place for the holding of regular meetings.

Section 2. Special Meeting. Special meetings of the Board may be called by or at the request of the President or any two Directors.

Section 3. Open Meetings and Public Records Laws. All meetings of the Board shall at all times be in compliance with Article 33C of Chapter 143 (Open Meetings) and Chapter 132 of the North Carolina General Statutes.

Section 4. Place of Meetings. Meetings of the Board may be held at the principal office of the Corporation or at such other place, either within or without the State of North Carolina, as shall either: (a) be designated in the notice of the meeting; or (b) be agreed upon at or before the meeting by a majority of the Directors then in office.

Section 5. Notice of Meetings; Waiver. The Secretary or other person or persons calling a meeting for which notice is required shall give notice by any usual means of communication at least five (5) days before the meeting. Unless otherwise indicated in the notice, any and all business may be transacted at a meeting of the Board. A Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum. A majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at a meeting of the Board.

Section 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board except as otherwise provided by law or in the Bylaws.

Section 8. Meeting by Conference Telephone. Any one or more Directors or members of a committee may participate in a meeting of the Board of committee by means of a conference telephone or similar communications device which allows all Directors participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting. If the Board holds a meeting by use of conference telephone, it shall provide a location and means whereby members of the public may listen to the meeting, and the notice of the meeting shall be provided as required by North Carolina Open Meetings Law.

*ARTICLE VI — COMMITTEES*

Section 1. Committee Authority. The Board, by resolution, may designate one or more committees. Each committee shall consist of three or more Directors elected by the Board and shall have such powers as may be delegated by the Board, except that no committee may: (i) authorize distributions to or for the benefit of Directors or officers; (ii) approve dissolution, merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets; (iii) elect, appoint or remove Directors, or fill vacancies on the Board or on any of its committees, (iv) elect officers, (v) adopt, amend, or repeal the Articles or Bylaws, or (vi) take any action the Board cannot lawfully delegate under the Articles, Bylaws or applicable law.

Section 2. Committee Conduct. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of its activities as the Board may request. The provisions in Article V, Sections 3 through 7 applicable to meetings of the Board shall apply to meetings of committees.

*ARTICLE VII — OFFICERS OF THE BOARD*

Section 1. Number and Titles. The officers of the Board (the "Officers" or the "Officer") shall be a President, Vice President, Secretary, and Treasurer. The Board may also elect one or more Assistant Treasurers and one or more Assistant Secretaries and such other Officers as it shall deem necessary. Except as otherwise provided in these Bylaws, the additional Officers shall have the authority and perform the duties as from time to time may be prescribed by the Board. Any two or more offices may be held by the same individual, but no Officer may act in more than one capacity where action of two or more Officers is required.

Section 2. Election and Term of Office. The Officers shall be elected by the Board at the annual meeting. If the election of Officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until the next annual meeting and until a successor is elected and qualifies.

Section 3. Removal. Any Officer elected or appointed by the Board may be removed at any time by the Board with or without cause.

Section 4. Resignation. An Officer may resign at any time by providing written notice to the President (or if the President is resigning or if the President's office is vacant, then to the Officer holding the next highest office). The resignation shall be effective when it is communicated unless it specifies in writing a later effective date.

Section 5. Vacancies. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

Section 6. President. The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall sign, with any other proper Officer, instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution shall be delegated by the Board to some other Officer. The President shall, in general, perform all duties incident to the office of President as may be prescribed by the Board from time to time.

Section 7. Vice President. The Vice President shall be a member of the Board and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be presumptive evidence of the absence or inability to act of the President at the time the action was taken. The Vice President shall have such powers and perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board.

Section 8. Secretary. The Secretary shall be a member of the Board and shall be responsible for: (a) keeping the minutes of the Board meetings; and (b) seeing that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall have general charge of the corporate books and records. The Secretary shall sign such instruments as may require the signature of the Secretary and in general shall perform all duties incident to the office of Secretary and other duties as from time to time may be assigned to the Secretary by the President or the Board.

Section 9. Treasurer. The Treasurer shall be a member of the Board and shall: (a) have charge and custody of and be responsible for all funds and securities of the School; (b) keep accurate books and records of receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Board; and (d) see that all required corporate filings are made. The Treasurer shall, in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board.

Section 10. Assistant Secretaries. Each Assistant Secretary shall have such powers and perform such duties as may be assigned by the Board, and the Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability to act.

Section 11. Assistant Treasurers. Each Assistant Treasurer shall have such powers and perform such duties as may be assigned by the Board, and the Assistant Treasurers shall exercise the powers of the Treasurer during that Officer's absence or inability to act.

Section 12. Compensation. Officers, who are Directors, may not be compensated for their services as Officers. By resolution of the Board, Officers may be reimbursed for reasonable expenses incident to their duties in accordance with applicable law.

*ARTICLE VIII — CONTRACTS, LOANS, CHECKS AND DEPOSITS;  
SPECIAL CORPORATE ACTS; GENERAL PROVISIONS*

Section 1. Contracts. The Board may authorize any one or more Officers to enter into any contract, or other instrument on behalf of the Corporation. Such authority may be general or confined to specific instances. When the Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing Officers, the President or Vice President, and the Secretary or Treasurer may execute the same.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board.

Section 3. Checks, Drafts, Orders for Payment. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers of the Corporation as shall from time to time be determined by resolution of the Board.

Section 4. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by the Corporation. Subject to the specific directions of the Board, any shares or other securities issued by any other corporation and owned or controlled by the Corporation may be voted at any meeting of security holders of such other corporation by the President or by proxy appointed by the President.

Section 6. Conflict of Interest. A Director shall inform the Board of any direct or indirect conflict of interest which the Director has with regard to any transaction contemplated by the Board (a "Conflict of Interest"). A Conflict of Interest shall exist in Board actions including, but not be limited to, actions concerning a transaction in which the Director: (a) has a material financial interest; or (b) is presently serving as a director, trustee, officer, or general partner of another party. Pursuant to the provisions of Section 55A-8-31 of the General Statutes of North Carolina, the Director with a Conflict of Interest may participate in the discussion, but may not vote on the transaction. The transaction is authorized, approved, or ratified by the vote of a majority of the Directors in office who have no Conflict of Interest (which must be more than one Director) and when a majority of Directors who have no Conflict of Interest so vote, a quorum is deemed to be present at the meeting for purposes of that vote.

Section 7. Contracts Between the Corporation and Related Persons. The Corporation may not enter into a contract with a related person to the extent such contract and any transfers in connection therewith might cause or imply private benefit under the relevant sections of the Code, and applicable provisions of state ethical requirements for local government officials.

#### *ARTICLE IX— INDEMNIFICATION*

It shall be the policy of the Corporation to indemnify to the maximum extent permitted by Chapter 55A of the General Statutes of North Carolina each person who is or was a Director, Officer or member of a committee of the Board and each person who serves or has served at the request of the School as a trustee, Director, Officer, partner, employee of any other corporation, partnership, joint venture, trust or other enterprise. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his/her status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee of the Corporation. Notwithstanding any provision of this Article to the contrary, the Corporation shall not indemnify any person described in this Article if: (a) such indemnification would jeopardize the Corporation's tax-exempt status under Code Section 501(c)(3); or (b) the Corporation is determined to be a private foundation for federal income tax purposes, and such indemnification would cause the imposition of the federal excise tax for self-dealing under Code Section 4941 or for making a taxable expenditure under Code Section 4945. The Corporation may advance expenses in connection with any proceeding to such person in accordance with applicable law. The use of funds of the Corporation for indemnification or for purchase and maintenance of insurance for the benefit of the persons designated in this Article shall be deemed a proper expense of the Corporation.

#### *ARTICLE X— FISCAL YEAR*

The fiscal year of the Corporation shall begin on the first day of [MONTH] in each year and end on the following [MONTH AND DAY]; provided that the first fiscal year shall begin on the date of incorporation.

*ARTICLE XI — DISPOSITION OF ASSETS*

Upon the dissolution of the Corporation, the Board shall after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation in accordance with the Articles, or if no provision is made in the Articles for the distribution of assets, then to other charitable or governmental entities that are organized to operate as a public charter school in North Carolina, unless otherwise required by applicable law.

*ARTICLE XII — NON-DISCRIMINATION*

The public charter school operated by the Corporation shall permit students of any race, religion, color, ethnicity, socio-economic status and national origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the charter school.

*ARTICLE XIII — AMENDMENTS*

These Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the Directors in office at any regular or special meeting of the Board provided, that notice of the meeting shall have been given which states that the purpose or one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and includes a copy or summary of the proposed amendment or states the general nature of the amendment. Such notice may be waived as provided in these Bylaws.

**SECRETARY’S CERTIFICATE**

This is to certify that the foregoing Bylaws of The Howard & Lillian Lee Scholars Charter School were duly adopted by resolution of the Board effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

IN WITNESS WHEREOF, the undersigned, the duly elected and acting Secretary, has signed this Secretary’s Certificate.

This the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

- 4. A copy of the articles of incorporation. While the statute does not require the applicant to have acquired corporate status in order to apply, that status must be acquired prior to receive a charter. Accordingly, if the applicant does not yet have corporate documents filed with the Secretary of State, it should demonstrate that it is prepared to do so in the near future.

The Board of Lee Scholars has applied for corporate status with the Secretary of State. See Articles of Incorporation below. A copy of the fully executed Articles of Incorporation, which was submitted to the Secretary of State, is attached to this application as Appendix A.

**ARTICLES OF INCORPORATION OF  
THE HOWARD & LILLIAN LEE SCHOLARS CHARTER SCHOOL**

The undersigned, being of the age of eighteen years or older, does make and acknowledge these Articles of Incorporation for the purpose of forming a corporation under and by virtue of the North Carolina Nonprofit Corporation Act, as provided in Chapter 55A of the General Statutes of North Carolina:

**ARTICLE I**

The name of the corporation is: The Howard & Lillian Lee Scholars Charter School.

**ARTICLE II**

The corporation is a charitable or religious corporation as defined in N.C. Gen. Stat. § 55A-1-40(4).

**ARTICLE III**

The street address and county of the initial registered office of the corporation is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517. The name of the initial registered agent of the corporation at such address is: Angela Lee.

**ARTICLE IV**

The address of the initial principal office of the corporation is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517.

**ARTICLE V**

The name of the incorporator is: Angela Lee. The address of the incorporator is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517.

**ARTICLE VI**

The corporation shall have no members.

**ARTICLE VII**

No part of the net earnings of the corporation shall be distributable to or inure to the benefit of its officers or Directors or any private person, except that the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent permitted by Section 501(h) of the Internal Revenue Code (the "Code")), and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office, including the publication or distribution of statements. Notwithstanding any other provision hereof, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or to which contributions are deductible under Section 170(c)(2) of the Code.

**ARTICLE VIII**

The purposes for which the corporation is organized are:

- a. The corporation is organized for the purpose of operating a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. § 115C-238.29A *et seq.*
- b. The corporation is also organized for the purpose of providing a high quality, elementary and middle school education that places each student on the path to college readiness and closes achievement gaps.
- c. The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Code or the corresponding provisions of any future United States Internal Revenue laws. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States Internal Revenue Code.

**ARTICLE IX**

The number of persons constituting the initial Board of Directors of the corporation shall be not less than five (5) or more than nine (9). The persons who are to serve as initial Directors, together with their addresses, are as follows:

<b>Name</b>	<b>Address</b>
Angela Lee	215 Haddon Hall Circle, Chapel Hill, NC 27517
James G. Farrar	3469 Highway 87 North, Pittsboro, NC 27312
Danita Mason-Hogans	26 Current Lane, Durham, NC 27712
Jeanne B. Kirschner	114 Worsham Drive, Chapel Hill, NC 27516
Stephanie Perry	119 Essex Drive, Chapel Hill, NC 27514
Damien Fields	11301 Drew Hill Lane, Chapel Hill, NC 27514

**ARTICLE X**

The method of election of the Directors shall be set forth in the Bylaws of the corporation.

**ARTICLE XI**

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

**ARTICLE XII**

To the full extent from time to time permitted by law, no person who is serving or who has served as a Director of the corporation shall be personally liable for any action for monetary damages for breach of his or her duty as a Director, whether such action is brought by or in the right of the corporation or otherwise. Neither the amendment or repeal of this Article, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a Director of the corporation with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or risen, prior to such amendment, repeal or adoption.

### ARTICLE XIII

Upon the dissolution of the corporation, the Board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the remaining assets of the corporation to an organization designated by the Board, provided that the recipient is then-organized and operated for exempt purposes and qualified as an exempt organization under Section 501(c)(3) of the Code and to which contributions are then deductible under Section 170(c)(2) of the Code.

### ARTICLE XIV

If the corporation is deemed by the Internal Revenue Service to be a "private foundation" within the meaning of Section 509(a) of the Code, it shall comply with the provisions of the following paragraphs:

- a. The corporation shall distribute such amounts of income or principal or both for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
- b. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
- c. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.
- d. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.
- e. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

### ARTICLE XV

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article VIII unless the North Carolina State Board of Education issues to the corporation a charter to operate a public charter school, and the charter is executed by both the corporation and the State Board of Education.

These Articles of Incorporation are hereby signed by the incorporator on the 9<sup>th</sup> day of November, 2011.

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Angela Lee, Incorporator

5. A description of the governing Board's functions, duties, roles and responsibilities as it relates to overseeing the charter school and its mission.

The main responsibility of the Board will be to ensure that the school fulfills the terms of its charter and its mission. More specifically, the Board will perform all functions essential to governing an effective school and be responsible for its fiscal and academic policies and for meeting the requirements of applicable laws. This includes:

- Articulating, maintaining and driving the school's mission throughout the entire school community
- Holding NHA accountable for the successful operation of the school and its ability to deliver improved academic results
- Approving academic goals
- Monitoring performance toward academic and operating goals
- Reviewing and approving the annual budget, as well as ensuring proper financial procedures are in place and being effectively implemented
- Appointing officers, delegates or committees as needed
- Adopting, amending and repealing bylaws as needed
- Conducting its business, carrying on its operations and exercising its powers as a corporation, and doing so consistent with all appropriate laws regarding ethics and open meetings.
- Participating with others in any corporation, partnership, limited partnership, joint venture or other association of any kind, or in any transaction on behalf of the school
- Retaining an independent auditor to conduct an annual audit of the School
- Retaining independent legal counsel
- Developing and maintaining effective relations with our authorizer

The Board is responsible to uphold the expectations and goals set forth in the Charter, as well as to hold NHA accountable to terms of its Service Agreement with the Board.

The Board's many community networks and deep familiarity with the Chapel Hill area will allow us to advocate for the school and develop relationships within the local community that will help the school fulfill its mission and goals. We also commit to developing ourselves as Board members and all new Board members will attend Board orientation and training.

6. Explain the decision-making processes the Board will use to develop school policies.

The Board will manage the school's policies as living, breathing documents. Policies will be developed with the support of legal counsel and they will be reviewed and approved at public Board meetings.

Policies will be reviewed at least annually. With the assistance and guidance from legal counsel and by referencing state law, SBOE policies and local regulations, the Board will ensure that the school has all required policies and/or practices and procedures in place, including but not limited to a Student Code of Conduct (see Section V *Student Conduct and Discipline*), Family Educational Rights and Privacy Act

(FERPA), special education and ELL student identification and related services, first amendment rights and protections, parent involvement, school safety procedures, and technology use. Policies will be provided to parents and students via the parent/student handbook and/or the school's website.

7. Describe the organization's performance-based goals for the charter school. Organizational goals and measurable objectives should describe and measure the effectiveness and viability of the organization.

The mission of the Howard and Lillian Lee Scholars Charter School is:

To provide a high-quality K-8 education that places each student on the path to college readiness and closes achievement gaps.

We will achieve this through implementation of a rigorous curriculum; the use of data -- including formative assessments and regular observational data -- to inform instruction; an intentional professional development program designed to help teachers become the best they can be; and creation of a school culture that provides a safe and nurturing learning environment in which students can develop the skills and personal qualities important for success in life. Parents, students, and staff will collaborate to create an environment that values both academic achievement and strong moral character.

Chapel Hill created the following performance-based goals and measureable objectives to ensure the school is able to fulfill its mission. These goals have been set to accelerate student achievement, close achievement gaps, and to ensure college preparedness for every student.

## Academic Goals

### *Reading*

#### **Goal: Students will be proficient in Reading.**

- I. Objective: Each year, seventy-five percent (75%) of third through eighth graders who are enrolled in at least their second year will meet or exceed student proficiency levels on the End-of-Grade (EOG) Reading assessment.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Reading assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.
- III. Objective: Each year, the school will be in the 65<sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the Northwest Evaluation Association (NWEA) reading assessment.
- IV. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measureable progress toward the achievement target on the ACT Explore test in Reading.

### *English Language Arts*

#### **Goal: Students will be proficient in Language Arts**

- I. Objective: Each year, the school will be in the 65th percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of
- II.

year to end of year MAP growth on the Northwest Evaluation Association (NWEA) in Language Usage assessment.

- III. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measurable progress toward the achievement target on the ACT Explore test in English.

### ***Mathematics***

**Goal: Students will be proficient in Mathematics.**

- I. Objective: Each year, seventy-five percent (75%) of third through eighth graders who are enrolled in at least their second year will meet or exceed student proficiency levels on the End-of-Grade (EOG) Mathematics assessment.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Mathematics assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.
- III. Objective: Each year, the school will be in the 65<sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the Northwest Evaluation Association (NWEA) Mathematics assessment.
- IV. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measurable progress toward the achievement target on the ACT Explore test in Mathematics

### ***Science***

**Goal: Students will be proficient in Science.**

- I. Objective: Each year, seventy-five percent (75%) of third through eighth graders who are enrolled in at least their second year will meet or exceed student proficiency levels on the End-of-Grade (EOG) Science assessment.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Science assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.

### ***No Child Left Behind (NCLB)***

NCLB goal: Under the state's NCLB Accountability system, the school's Accountability Status will be adequate, at a minimum, each year.

### **Organizational Goals**

**Goal: Students will be engaged learners who attend school regularly.**

- I. Objective: The school's average attendance rate will be 93% attendance or higher each year.

**Goal: The school will properly manage and govern the school.**

- I. Objective: An annual audit of the financial statements will be completed to ensure sound financial management. The audited financial statements and audit opinion will be submitted to the North Carolina Department of Public Instruction.

- II. Objective: The school will meet annual budget targets each fiscal year. Budgets will be submitted annually to the North Carolina Department of Public Instruction.
- III. Objective: The school will meet all deadlines for federal, state, and local reporting requirements.

**Goal: The school will achieve a high rate of parent satisfaction, as measured on an annual basis.**

- I. Objective: A parent survey will be conducted on at least an annual basis. Baseline data will be established in school year 2012-13. Progress will be measured at least annually to ensure the school meets or exceeds an overall parent satisfaction rate of 90% (i.e., total of parents who respond “satisfied” and “highly satisfied”) by the 2016-17 school year, based on at least 75% of the parents responding.

All goals and objectives will be measured annually at the conclusion of the school year. Academic goals will also be measured at regular intervals throughout the year to ensure annual goals and objectives are reached.

- 8. Describe how the governing Board will ensure that current and future Board members avoid conflicts of interest.

Section 6 of the school’s proposed Bylaws states the following:

Conflict of Interest. A Director shall inform the Board of any direct or indirect conflict of interest which the Director has with regard to any transaction contemplated by the Board (a “Conflict of Interest”). A Conflict of Interest shall exist in Board actions including, but not be limited to, actions concerning a transaction in which the Director: (a) has a material financial interest; or (b) is presently serving as a director, trustee, officer, or general partner of another party. Pursuant to the provisions of Section 55A-8-31 of the General Statutes of North Carolina, the Director with a Conflict of Interest may participate in the discussion, but may not vote on the transaction. The transaction is authorized, approved, or ratified by the vote of a majority of the Directors in office who have no Conflict of Interest (which must be more than one Director) and when a majority of Directors who have no Conflict of Interest so vote, a quorum is deemed to be present at the meeting for purposes of that vote.

For a complete copy of the proposed Bylaws, please see Section IV, C, Question 3 *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.*

**D. PROPOSED EDUCATIONAL MANAGEMENT ORGANIZATION (EMO OR CSO)**

If the Charter School plans to contract for services with an “educational management organization” or “charter support organization,” please specify the name of the company, address, phone number, contact person, fax, and email:

<b>Education Management Organization</b>	National Heritage Academies
<b>Address</b>	3850 Broadmoor Ave., #201, Grand Rapids, MI 49512
<b>Phone Number</b>	616-222-1700 or 518-928-8471 (mobile)
<b>Contact Person</b>	Robert Bellafiore, Vice President of Partner Relations and Strategic Initiatives
<b>Fax</b>	616-222-1701
<b>Email</b>	rjb@nhamail.com

1. Please include a copy of the proposed management agreement of the specified EMO and explain how the contract will be in the best educational and financial interests of the charter school.

The proposed Services Agreement between the Board and NHA can be found below.

We believe this agreement is in the best educational and financial interests of our school for several reasons.

NHA brings many assets to the partnership, including a distinguished track record of improving student achievement (including closing achievement gaps and serving at risk students), significant financial and operational resources, and, a record of commitment to communities where it operates schools.

NHA partner schools employ more than 2,000 teachers and educate nearly 45,000 students in nine states. Five NHA partner schools are located in North Carolina. The organization has also invested some \$450 million in communities where it operates schools. It provides all the details and logistical support necessary to start the school – facility, real estate, marketing, hiring, teacher recruitment, human resources – in addition to teacher professional development and the entire school program.

It also commits financial resources to the successful start-up of the school. Under the Services Agreement, to the extent start-up funds are not available, NHA will provide funds for (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) constructing and equipping the school facility. In addition, NHA may make contributions to the school in the event school expenses exceed revenues. NHA contributions, if any, will be in amounts acceptable to NHA and the Board and will be included in the budget. The school will not be legally obligated to repay NHA for NHA contributions.

This all means our founding Board members can focus our energies on governance matters. It also means that with NHA providing startup funding and the above mentioned logistical and detail work, our board members will not be required to raise funds, look for real estate or arrange difficult-to-obtain facilities financing.

The Board has also engaged the firm of Cranfill Sumner & Hartzog LLP as independent legal counsel during the application process. Representatives of the Board have met with the firm to examine the proposed service agreement are prepared to negotiate those agreements, should a charter be awarded.

Additionally, a delegate from our Board has spoken to school leadership at NHA partner schools in North Carolina as well as other knowledgeable persons to gather information about the governance relationship and effectiveness of their schools. The overriding impression has been very positive. In addition, Board members have reviewed or are reviewing data and other materials related to NHA's partner schools. We are confident that these schools have the potential to greatly increase student learning and prepare students for college.

From these conversations and observations, we are able to conclude with confidence that the founding group of Lee Scholars and NHA are aligned: organizationally, financially, and academically.

Outlined below is a copy of the proposed services agreement:

## SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement"), by and between National Heritage Academies, Inc., a Michigan corporation ("NHA"), and The Howard and Lillian Lee Scholars Charter School, a North Carolina non-profit corporation (the "School"), is effective the \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"). For purposes of this Agreement, NHA and the School shall be referred to collectively as the "Parties."

## RECITALS

WHEREAS, the School was issued a Charter Contract by the North Carolina State Board of Education (the "Authorizer") to operate a public charter school pursuant to N.C. Gen. Stat. § 115C-238.29 et seq. (the "Authorizing Law"); and

WHEREAS, the Parties desire to create an enduring educational alliance in which they will work together to promote educational excellence and innovation based on NHA's school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such alliance in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the provision of certain educational, business administration and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the "Services").

B. Charter. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School's Charter Application (collectively, the "Charter"); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School's Board of Directors (the "Board"). In the event of a conflict between any term or condition of this Agreement and any term or condition of the Charter, the term or condition of the Charter shall govern.

C. Independent Contractor. NHA shall provide the Services as an independent contractor, and not as an employee, partner, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of NHA.

D. Designation of Agents. NHA, its directors, officers, employees, agents, and representatives shall not be deemed agents of the School solely on account of this Agreement, except as follows:

1. NHA, including its directors, officers, employees and designated agents, are hereby authorized to serve as agents of the School for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. § 1232g et seq. (FERPA), and are designated as "other School Officials having a legitimate educational interest in education records," such that they are entitled to access the education records of the School.

2. NHA, its directors, officers, employees, and agents may be designated as agents of the School by a written resolution of the Board or by a properly authorized officer of the School.

## ARTICLE II TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the termination or expiration of the Charter, including any reauthorizations or renewals thereof (the "Term"). The first school year of this Agreement shall commence on July 1, \_\_\_\_\_, and end on June 30, \_\_\_\_\_, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. NHA may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from NHA of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, revocation, or non-renewal of the Charter.

2. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving a notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School's performance, provided such report cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the Charter; or (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status.

3. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with ninety (90) days prior written notice.

4. If this Agreement is terminated prior to the end of the Term, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

C. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. NHA shall have the right to remove any equipment or other assets owned or leased by NHA from the School;

2. the School shall pay or reimburse NHA through the fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by NHA pursuant to the Budget as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;

3. NHA may, in its sole discretion, assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative or managerial arrangement;

4. NHA shall reasonably assist the School in the execution of a closure plan and cooperate in the closure process, including without limitation, in any audits and court or other proceedings related thereto; and

5. the party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement.

### ARTICLE III OBLIGATIONS OF NHA

A. Manager at Risk. NHA shall be responsible and accountable to the Board for providing the Services. During the Term, NHA shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and NHA hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, NHA shall not be required to expend funds on Services in excess of the amount set forth in the Budget.

B. Comprehensive Educational Program. The School has determined to adopt NHA's proprietary educational and academic programs and goals, as set forth in the Charter (the "Educational Program"). Subject to the oversight of the Board, NHA shall implement and administer the

Educational Program. In the event that NHA reasonably determines that it is necessary or advisable to make material changes to the Educational Program, NHA shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in

the interest of continuous improvement and efficiency. Not less than annually or as requested by the Board, NHA shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program.

C. All Children Welcome. NHA places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.

D. Services to Students with Disabilities. NHA welcomes students with disabilities at the School. NHA shall provide special education and related services, in conformity with the requirements of applicable law, to students who attend the School.

E. Educational and Administrative Services. Subject to the oversight of the Board, NHA shall implement operational practices that are consistent with Board policy, the Charter and applicable law. Such practices shall include, but are not limited to:

1. Student recruitment and admissions.
2. Student assessments, including testing and promotion.
3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs included in the Budget.
4. Employment of personnel working at the School and management of all personnel functions, as set forth herein.
5. All aspects of the School's business administration.
6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
7. Food services and facilities maintenance.

F. Location of Services. Other than instruction, and unless prohibited by the Charter or applicable law, NHA may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. NHA reserves the right to subcontract any and all aspects of the Services.

H. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. NHA shall utilize assessment strategies required by the Charter and applicable law. The Board and NHA shall cooperate in good faith to identify academic goals and methods to assess such academic performance.

I. Unusual Events. NHA shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.

J. School Records. The financial and education records pertaining to the School (collectively, the "School Records"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for

their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available upon request at the School's physical facility.

K. Facility. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. The facility shall comply with the requirements of the Charter. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding discipline, special education, confidentiality and access to records.

M. Rules and Procedures. NHA will recommend to the Board reasonable rules, regulations, policies and procedures applicable to the School. The Board hereby authorizes and directs NHA to enforce such rules, regulations and procedures adopted by the Board.

#### ARTICLE IV OBLIGATIONS OF THE BOARD

A. Good Faith. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations regarding policies, rules, regulations and the Budget.

B. Assistance to NHA. The Board shall cooperate with NHA and, to the extent consistent with applicable law, timely furnish NHA all documents and information necessary for NHA to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Board shall timely notify NHA of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact NHA's ability to comply with the Charter, applicable law, or this Agreement.

D. Office Space. Upon request by NHA, the Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.

E. Board Authority. Consistent with applicable law, the Board shall have final authority to adopt reasonable rules, regulations, and policies regarding the establishment, maintenance, management, and operation of the School.

#### ARTICLE V INTELLECTUAL PROPERTY

A. Definitions.

1. “Educational Materials” means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or NHA.

2. “Confidential Information” means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or NHA (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party’s or its affiliates’ plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party’s Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the NHA Materials (as defined below), or incorporate any Confidential Information of NHA (collectively, the “School Materials”). The School Materials shall include all intellectual property rights associated therewith.

C. NHA Materials. NHA shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by NHA as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by NHA during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by NHA relating to the Educational Program, including all changes and derivatives thereof (collectively, the “NHA Materials”).

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the NHA Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that NHA is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the NHA Materials.

F. Licenses. NHA hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the NHA Materials, and any Educational Materials created by the School which are derivative of the NHA Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party exploit any of the NHA Materials for commercial purposes. Subject to applicable law, the School grants NHA a non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the School Materials, solely for educational purposes in any and all media now know or hereafter developed.

G. NHA Marks. During the Term, NHA grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use NHA's trade name(s) and NHA's trademark(s) (the "NHA Marks") solely for the purposes of promoting and advertising the School. NHA shall have the opportunity to review and approve all artwork, copy or other materials utilizing the NHA Marks prior to any production or distribution thereof. All uses of the NHA Marks require NHA's prior written permission. The School shall acquire no rights in or to the NHA Marks, and all goodwill associated with the NHA Marks shall inure to the benefit of and remain with NHA. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the NHA Marks and shall remove the NHA Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

#### ARTICLE VI SOLICITATION AND USE OF PRIVATE FUNDS

NHA shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

#### ARTICLE VII FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the Board shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from NHA, the School shall pay all such

funds owing under this Agreement directly to the account or party specified in such notice. Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "Revenues" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. All other grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting, administering or managing the contribution and/or donation).
8. Fees charged to students as permitted by law for extra services approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. NHA shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter and applicable law (the "Budget"). For the School's first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the proposed Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. At the direction of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Each school year during the Term, NHA shall pay to the Board an amount equal to the lesser of: (i) 2% of state per-pupil aid reflected in the Budget for that respective school year, or: (ii) \$35,000 (the "Board Spending Account"). The aforesaid amount shall be deposited by NHA into the Board Spending Account pro-rata during the course of the School's school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carryover to the School's next school year. Items purchased by NHA for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by NHA with the Fee (as defined below). NHA

agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA on behalf of the School with funds from the Board Spending Account. NHA, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases.

E. Fee. NHA shall receive all Revenues as its services fee (the "Fee"), from which it shall pay all operating costs of the School, as detailed in the Budget. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School's fiscal year.

F. No Loans. NHA shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools managed by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. In no event shall marketing costs incurred solely for the benefit of NHA (and not the School) be allocated to the School.

H. Financial Reporting. NHA shall provide the Board with:

1. Annually, the Budget as required by this Agreement.
2. Quarterly, or as reasonably requested by the Board, a Statement of Revenues, Expenditures and Changes in Fund Balance, which: (i) details year-to-date Revenues received and expenses incurred; (ii) compares such Revenues and expenses to the Budget; and (iii) provides an explanation of any resulting variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

I. Access to Financial Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the aforementioned records according to the Charter and applicable law to which such books, accounts, and records relate. NHA and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

J. Accounting Standards; Annual Audit.

1. The School shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with applicable law.
2. An independent auditor will conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.
3. Subject to applicable law, all records in the possession or control of NHA that relate to the School, including but not limited to, financial records, shall be made available to the School and the School's independent auditor. The expense of the annual audit shall be included in the Budget.

K. Start-up Funds; Contributions. NHA shall provide start-up funds for: (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) to the extent necessary as reasonably determined by NHA, cleaning, renovating and equipping of the School facility (the "Start-Up Funds"). In addition, in its sole discretion, NHA may, but need not, make contributions to the School in the event School expenses exceed Revenues (the "Contributions"). The Contributions, if any, shall be in amounts acceptable to NHA and the Board and, once made, shall be included in the Budget. Unless otherwise agreed, the School shall not be legally obligated to repay NHA for the Start-Up Funds or the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

#### ARTICLE VIII PERSONNEL & TRAINING

A. Qualified Personnel. NHA shall select, hire, evaluate, assign, discipline, transfer, and terminate School personnel pursuant to the Budget, the Charter and applicable law. With the exception of teachers, as set forth below, and unless otherwise agreed by the written consent of the Parties, all School personnel shall be employees of NHA. NHA and the Board shall each be responsible for their respective employees. However, compensation of all employees working at the School shall be included in the Budget. At the request of the Board, NHA shall disclose to the Board the level of compensation and fringe benefits provided by NHA to NHA employees working at the School.

B. School Administrator. The School administrator (the "Administrator") shall be an employee of NHA and not the Board. The duties and terms of the Administrator's employment shall be determined by NHA. The Administrator shall work with NHA in the operation and management of the School. The accountability of NHA to the School is an essential foundation of this Agreement. Since the Administrator is critical to the School's success, NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA agrees that it shall consult with the Board prior to the hiring or termination of the Administrator.

C. Teachers. The Administrator shall recommend to the Board for its consideration and approval, teachers who are qualified in the grade level and subjects required by the School to operate in accordance with the terms of the Charter. All teachers shall be jointly employed by the School and NHA for such purposes as inclusion in the compensation and employee benefit plans of NHA, payroll administration and other employment policies and practices; provided however, in all

circumstances, the Board shall ultimately control the hiring and discharge decisions with respect to jointly employed teachers at the School in accordance with N.C. Gen. Stat. § 115C-238.29(F)(e)(1). Teachers assigned to and retained by the School shall hold a valid teaching certificate issued by the State Board of Education to the extent required by N.C. Gen. Stat. § 115C-238.29F(e)(1). Subject to the approval of the Board, such teachers may, in the discretion of NHA, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such teachers may also work at other schools for which NHA provides services under a similar agreement.

D. Support Staff. NHA shall, consistent with this Article, provide the School with qualified support staff as needed to operate the School in an efficient manner. The support staff may, at the discretion of NHA, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, the support staff may also work at other schools managed or operated by NHA. The cost for such support staff shall be shared proportionately among the schools at which the support staff is working. An individual who provides a service to students in the School that is not teaching, and for which a license is required under applicable law, will have the appropriate license to provide such services.

E. Training. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. NHA shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with NHA for the Services.

H. Limitations on Discretion. All decisions made by NHA, and any discretion exercised by NHA, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter, the parameters adopted and included in the Educational Program, and applicable law.

## ARTICLE IX INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Indemnification. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the "Indemnified Party"), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of the gross negligence or intentional misconduct of the indemnifying party. As used herein, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not

be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

B. Limitation of Liability. Neither party shall be liable for special, punitive, exemplary, incidental or consequential damages due to any breach of this Agreement or any action or omission by such Party.

#### ARTICLE X INSURANCE

A. Insurance Coverage. NHA shall maintain such policies of insurance as required by the Charter and applicable law. In addition, NHA shall maintain an umbrella liability policy of not less than Two Million Dollars (\$2,000,000.00), or such greater amount if required by the Charter or applicable law. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, or such greater amount if required by the Charter or applicable law, with the other party listed as an additional insured. The School shall maintain insurance on its facility and related capital items leased by the School, all as required by the terms of the School's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

#### ARTICLE XI REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of North Carolina; (ii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iii) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board

agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII  
MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and NHA.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of North Carolina, without regard to its conflicts-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile, with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "personal delivery" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then-current Board Chair, with a copy to the then-current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board Chair, are as follows:

The School:

Attn: Chair, Board of Directors

Telephone:

Facsimile:

WITH A COPY TO:

Telephone:

Facsimile:

NHA:

National Heritage Academies, Inc.

Attn: Chief Financial Officer

3850 Broadmoor, S.E. Ste. 201

Grand Rapids, Michigan 49512

Telephone: (616) 222-1700

Facsimile: (616) 222-1701

WITH A COPY TO:

Telephone:

Facsimile:

E. Assignment. NHA may assign this Agreement with the prior written approval of the Board, which written approval shall not be unreasonably withheld or delayed.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and NHA.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

I. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

J. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

NATIONAL HERITAGE ACADEMIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE HOWARD AND LILLIAN LEE SCHOLARS CHARTER SCHOOL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. What other EMO/CMOs were pursued and why did the applicant select this particular one?

Our board members have long been focused on the strengths and shortcomings of the public education system in our community. We have watched the charter public school phenomenon with interest, and knew of some of the organizations involved, including Educational Management Organizations such as NHA and Edison Schools.

We were introduced to National Heritage Academies by respected friends. Ms. Lee and Ms. Mason-Hogans were introduced to NHA via Howard Lee, who had come to know NHA from his tenure as Chairman of the North Carolina State Board of Education. Ms. Perry and Ms. Kirschner were introduced through mutual friends and colleagues. Mr. Farrar and Pastor Fields were introduced through Ms. Perry.

Ms. Lee, as lead applicant, reviewed information about Creative School Development (CSD) and Mosaica – two organizations involved with schools in North Carolina.

We chose to work with NHA for several reasons:

- Its experience working with public charter schools in North Carolina.
- Its willingness to address the education needs of underserved children.
- The comprehensive nature of its school program, including academics as well as school culture and moral focus as a way to educate the whole child.
- The financial resources and experience it brings to the equation – i.e., facilities, real estate, start-up capital as a contribution and not a loan, and its willingness to accept the financial risk.

- The fact that our founding Board will be able to focus on governance and not fundraising, real estate, construction, or other aspects of school start-up and operations.
- Neither of the other organizations we reviewed has the experience that NHA has, especially in North Carolina. Also, CSD appears to only work with high schools.

All the information about NHA would suggest that NHA would be the best match for our public charter school at this time. However, our due diligence is an ongoing process. Over the coming days our board members plan on the following specific actions:

- Interviews with charter school experts both nationally and in North Carolina to receive their insights and thoughts into charters, best governance practices, working with NHA and other providers in the field (including EMOs and CMOs). This will include reaching out to a representative of the North Carolina Alliance for Public Charter Schools.
- Interviews with several other individuals who serve on boards that partner with NHA to receive their insights and thoughts – both positive and negative – about working with NHA. This will include schools both in North Carolina and in other states.
- We will visit an NHA-operated school in North Carolina, meet with school administration, observe classrooms and, if possible, speak with teachers, students and parents.
- We will perform a review of recent literature about charter schools, including the work of such organizations as Public Impact, the New Schools Venture Fund and others.
- Interview representatives of NHA’s financial institution to receive assurances that NHA has the financial resources to implement the program proposed in the charter application.

Should Lee Scholars be granted a charter, we will be diligent in holding NHA accountable for its obligations under the service agreement and making sure it is holding up its end of the bargain in preparing our students for college and beyond.

3. 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 Board will be responsible for overall school governance, including the adoption of fiscal, academic, personnel, discipline, and grievance policies as appropriate, and—of core importance—managing the relationship with NHA. It is the Board’s primary responsibility to hold NHA responsible for the successful operation of the school and its ability to deliver academic results. The Board will exercise appropriate diligence and good faith in considering the recommendations of NHA, including but not limited to, NHA’s recommendations concerning policies, rules, regulations and budgets. The Board will retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management and operation of the school, including, without limitation, regulations relative to the conduct of pupils.

4. 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.

The Board will be accountable for the governance and oversight of the school. Through its service agreement, the Board will delegate the day-to-day operations of the school to NHA. While

operations are delegated, NHA will be accountable to the Board for the school’s academic, organizational and financial viability. We are confident that our partnership with NHA will be successful and long-lasting. But we also know that we, as public stewards and holders of the charter, must possess the ability to terminate the agreement if we determine that the partnership is not best for our students. We have confirmed with independent legal counsel that our Board would be able to terminate the agreement at any time, with or without cause and without penalty, should we determine that NHA is no longer the best partner for our school. Provisions for such an event are contained in the Services Agreement included earlier in this application.

In addition to the terms that would eventually be outlined in the charter, the Board and NHA have agreed on six key metrics for monitoring and maintaining the organizational stability of our school, including academic achievement, instructional support, and financial stability.

<b>Accountability Metric</b>	<b>Goal</b>
<b>Academic Proficiency</b>	Each year, 75 percent of 3 <sup>rd</sup> through 8 <sup>th</sup> graders who have been enrolled at the school for at least two consecutive years will be proficient on the reading and math EOG.
<b>Academic Growth</b>	Each year, the school will be in the 65 <sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the NWEA reading assessment.
<b>Strong Instructional Team</b>	Teachers will be supported through weekly classroom observation and provided feedback from the school’s leadership team.
<b>Full Enrollment</b>	The school’s enrollment will be at or above 90% of capacity.
<b>Manage Expenses</b>	The school will maintain a balanced-budget or positive fund balance on a yearly basis.
<b>Engage Parents</b>	At least 75% of parents will respond to the annual parent satisfaction survey with 90% of parents responding favorably.

The Board will receive a report from NHA at each Board meeting. NHA’s data-management system will provide information on progress against these key benchmarks and we will be vigilant in holding NHA accountable for these factors. Our goal is to be a school where everyone – Board members, teachers, administrators, students and parents – uses information to measure success.

**E. ADMISSIONS POLICY (G.S.115C-238.29B(b)(4); G.S. 115C-238.29F(d)(1))**

Provide a description of the policies and the procedures for admitting students to the proposed charter school, including specific details of the enrollment lottery plan.

The school will comply with all applicable federal and state laws related to admissions and enrollment. A description of our specific policies and the procedures for admitting students is detailed below.

**Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

### **Open Enrollment Period and Notice**

The “**Open Enrollment Period**” is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

The school and/or NHA will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

### **Application Procedures**

Interested parties may obtain applications at:

- The school office
- The Service Center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512
- [www.nhaschools.com](http://www.nhaschools.com) or by calling NHA at 866-NHA-ENROLL

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level (“over-subscribed grades”), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level (“under-subscribed grades”), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child.

The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be

requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, or anyone applying to the school. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

### **Class Size and Offered Seats**

The Board will approve class size and offered seats after receiving a recommendation from NHA. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- In the first year of the school's operation, children of the initial members of the school's Board, so long as (i) these children are limited to no more than ten percent (10%) of the school's total enrollment or to 20 students, whichever is less

- Children of the school's principal, teachers, and teacher assistants
- Siblings of currently enrolled students who were admitted to the school in a previous year
- All remaining applicants

If multiple birth siblings apply, one surname will be entered into the random selection process to represent all of the multiple birth siblings.

## **Procedural Steps**

### **Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

### **Step 2: Admission of Applicants Applying for Under-Subscribed Grades**

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. This admissions process will continue for the successive under-subscribed grades for all students until all names have been selected. Enrollment Preferences will be incorporated as detailed above.

### **Step 3: Admission of Applicants Applying for Over-Subscribed Grades**

A neutral third-party person will then randomly select the order in which over-subscribed grades will be filled. Students will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. Enrollment Preferences will be incorporated as detailed above.

### **Step 4: Waiting List Priority**

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and Board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

## **Appeals**

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's Board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the Board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the Board of directors or its designee.

Once the school is operational, the office staff will identify the schools of origin (i.e., the schools from which our students originate) and define clear procedures for withdrawals and transfers that will support an orderly transition for exiting students. Additionally, the Admissions Representative will evaluate the marketing and admissions plan, including analysis of student demographic data, in order to determine if revisions need to be made to ensure all ethnic groups are provided the same opportunity for enrollment.

Please see Section VI, Business Plan, *Enrollment* for procedures for recruiting, registering, and admitting students that reflect the racial composition of the school district.

## V. EDUCATION PLAN

### **INSTRUCTIONAL PROGRAM:** (G.S. 115C-238.29F (d))

Provide a detailed description of the overall instructional program, including the following:

#### 1. Educational theory, foundation of the model, and proposed innovative offerings.

One critical area where we will be different is that, as a charter public school, we will be a tuition-free school of choice that will face closure or revocation of its charter if we fail to meet our charter goals. For our school to be organizationally viable, we must attract parents and students to our program and then retain them. And if we don't attract and retain students by *their choice*, our school will fail to meet the goals of its charter with the State of North Carolina and will face closure. Similarly, we will face closure if we fail to meet our rigorous academic accountability goals.

We are confident we will be able to meet those goals because of our partnership with NHA, which has demonstrated success in North Carolina and elsewhere with its standards-based, data-driven educational program, ambitious professional development and moral focus curriculum. In combination, those components create a college preparatory program that not only teaches students what they need to know and do, but also how to act so they can succeed in society. For more information about NHA's history of academic success, please see Section III, *Mission, Purposes, and Educational Focus*.

Our school will be implementing the NHA program and will benefit from the systematic implementation of key design elements backed by research and experience. In particular, three key design elements will be critical to our success:

- A college preparatory program that will provide students with the knowledge, skills and personal relationship capabilities necessary for success in a college-track high school curriculum;
- A dynamic system designed to ensure achievement gaps are closed; and
- Organizational and financial stability that will allow our Board of Directors, school leadership team, and teachers to focus on the primary mission of the school: preparing students for college.

#### **A College Preparatory Program**

The school will implement the **NHA Curriculum** designed to prepare students for rigorous high school programming. According to NHA, this curriculum is grounded in the Effective Schools

Research of Dr. Robert Marzano and his colleagues, which states that a guaranteed and viable curriculum is the foremost school-level factor in student learning.<sup>2</sup> In order to develop its curriculum, NHA studied various standards and assessments across the nation, including analyses by groups such as National Assessment of Educational Progress, ACT®, Achieve, Inc., the Thomas B. Fordham Institute, the National Council of Teachers of English, The National Mathematics Advisory Panel, the American Association for the Advancement of Science, and the National Council for Social Studies. Through this review, NHA identified the material students must know to be prepared for a rigorous high school curriculum, and then worked backward to map those skills into a K-8 curriculum. This curriculum is aligned with the North Carolina Standard Course of Study and Common Core State Standards, and has designed to place all students on a college readiness trajectory, providing them with the opportunity to develop the content knowledge they need to be successful learners in rigorous high school and college programming.

A **Moral Focus Program** will equip students with the behaviors and attitudes they need to be successful in high school, college, and beyond. A school's culture and student behavior directly correlate with student achievement. "Most [children] have to pay attention, study the material, and do their homework carefully if they are to achieve in high school. These behaviors don't come naturally. They have to be learned and practiced and gradually integrated into a person's character."<sup>3</sup>

The basis for including this in the program is the belief that teaching virtues will not only help our students achieve success in school, but also develop the skills and habits necessary to grow continuously toward personal improvement. Through the moral focus program, our school will create a culture where every student feels safe, secure, and cared for by our staff members.

We will implement a program that has been pioneered at other schools partnering with NHA, called **College Bound Scholars**. Through this program, a school administrator will begin working with students at the beginning of their sixth grade year to plan for their transition into high school. Through a range of one-on-one conversations and informational meetings, the school-based administrator will integrate College Bound Scholars into the school's educational program and build relationships between parents, students and high schools.

This program will help parents understand the process for enrollment at selective or choice-based high schools, including application requirements and deadlines. The administrator will work to understand and collaborate with the best high schools in the area, so that the lines of communication from one school to the next are well established. Most importantly, this program will engage students in actively planning for the next important step in their lives by seeing to it that students plan for high

school enrollment, that they are aware of what courses they need to take in high school if they are to be adequately prepared for postsecondary education, and that they are also knowledgeable of how to prepare for college during their high school years. Students will be encouraged to think about their priorities and to select schools that match their academic achievements and aspirations—and will experience the reward of setting and achieving their goals.

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<sup>2</sup> Robert Marzano, *What Works in Schools* (Arlington, VA: ASCD, 2003).

<sup>3</sup> Kevin Ryan, "Character Education: Our High Schools' Missing Link," *Education Week*, January 29, 2003.

## A Dynamic System to Ensure Achievement Gaps are Closed

NHA's *Distributed Leadership Model* will support high quality instruction by providing ongoing and focused professional development within a culture of high performance. Nothing has a greater impact on student learning than the presence of great teaching in every classroom. According to NHA, research indicates that the quality of instruction strongly predicts the level of learning in a classroom.<sup>4</sup> A typical student who scores at the 50<sup>th</sup> percentile in mathematics is likely to continue scoring at the 50<sup>th</sup> percentile with an average teacher in an average school. However, the same student—with an effective teacher in an effective school—rises to the 96<sup>th</sup> percentile.<sup>5</sup>

Conversely, an average student will also decline to the third percentile with an ineffective teacher.<sup>6</sup> A vast body of research supports the finding that students' learning is influenced by the content knowledge, pedagogy and classroom management skills of their teachers. The school will utilize a leadership structure that allows each teacher to receive ongoing support through weekly observations, developmental assistance, and feedback. The school leadership team will ultimately consist of a principal and three deans. Deans will serve as the direct managers for their grade level teachers (e.g. K-2, 3-5, 6-8). Teachers will receive ongoing coaching and instructional support from their deans through weekly classroom observations, one-on-one meetings, and written and verbal feedback. The leadership team will complete teacher evaluations twice per school year; once in December and again in May. They will utilize a specific observation protocol to synthesize expectations, feedback, and learning support into a cohesive and focused development process for each individual teacher, providing professional development that is flexible, responsive, and geared to the specific needs of each teacher and his/her.

Teachers will *use assessment data* to make informed instructional decisions, maximize student learning, and measure results. Our school will utilize student performance data to make informed decisions and maximize student learning. In particular, school leadership and teachers will benefit from NHA's data systems, which work together to provide each stakeholder group with the information needed to take action that leads to improvement and, ultimately, excellence.

Under the NHA program, these student performance data, collected through a wide range of assessments, will feed an online student performance information system that will integrate classroom assessment data with other performance data, including that which will be collected through the administration of the EOG assessments, NWEA MAP assessments, and interim assessments. Once the data are combined within NHA's data warehousing system, predictive analysis will be performed

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<sup>4</sup> Linda Darling-Hammond, "Teacher Quality and Student Achievement: A Review of State Policy Evidence," Center for the Study of Teaching and Policy, University of Washington, 1999, available from <http://www.politicalscience.uncc.edu/godwink/PPOL8687/WK11March%2029%20Teachers/Darling-Hammond%20Review%20essay%20on%20teacher%20quality%20and%20outcomes.pdf>

<sup>5</sup> Kirsten Miller, "School, Teacher, and Leadership Impacts on Student Achievement," *Policy Brief*, Mid-continent Research for Education and Learning, November 2003 available from [http://www.mcrel.org/PDF/PolicyBriefs/5032PI\\_PBSchoolTeacherLeaderBrief.pdf](http://www.mcrel.org/PDF/PolicyBriefs/5032PI_PBSchoolTeacherLeaderBrief.pdf); Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

<sup>6</sup> Kirsten Miller, "School, Teacher, and Leadership Impacts on Student Achievement," *Policy Brief*, Mid-continent Research for Education and Learning, November 2003 available from [http://www.mcrel.org/PDF/PolicyBriefs/5032PI\\_PBSchoolTeacherLeaderBrief.pdf](http://www.mcrel.org/PDF/PolicyBriefs/5032PI_PBSchoolTeacherLeaderBrief.pdf); Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

to give teachers up-to-date information related to student performance. As teachers enter updated student assessment data collected through classroom and interim assessments, analysis will be performed in order to provide teachers with a current and comprehensive portrait of student performance.

Though this system, teachers will be provided with snapshots of student and classroom performance for all learning objectives within the curriculum and will be alerted when student performance is lagging with respect to any of the curriculum's learning goals. Ultimately, school leadership—along with classroom teachers and intervention support staff—will have actionable data related individual student needs and overall classroom needs in terms of their learning progress.

Lee Scholars will, in partnership with NHA, recruit and jointly employ *high quality teachers*. The school will benefit from NHA's tools for recruiting high-quality candidates, including regional career micro-sites that individually feature each NHA school, partnerships with local universities, campus visits, seminars and other student outreaches. These and other strategies will give school leaders a large pool of candidates from which to choose. Once identified, a rubric developed by NHA will be used to evaluate candidates for faculty and staff roles. Criteria will include commitment to excellence, perseverance, emotional intelligence, growth mindset, and management of stress. These five competencies have been identified through research as key predictors of success in the classroom.

Through our relationship with NHA, our school will provide *intentional training and development programs* focused on improving teaching and learning. 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 as a prioritized element of the school calendar. The school will have access to a wide variety of resources and professional development opportunities provided by NHA.

These learning opportunities will include weekly observation and feedback, video libraries, web-based resources, online courses, book studies, seminars, conferences, and access to both internal and external consultants. The school will be supported by an NHA Coaching and Learning Consultant who will provide on-site assistance and professional development around instructional practices, data use, curriculum, and school culture—each with the goal of promoting excellent teaching and learning in every classroom.

A *School Performance Dashboard* will provide the Board with data needed to monitor school performance on a regular basis. The Dashboard will include key measures and indicators of school performance, relative to the school's goals as outlined in its charter.

NHA will assign to our school a member of its School Quality staff who will act as a mentor to our principal, observe instruction and school culture on a monthly basis (if not more frequently) and serve as a resource for best leadership and educational practices. This "Director of School Quality" will be an educator with years of teaching experience and expertise. The DSQ will conduct monthly on-site reviews, working with school leadership to ensure that the school's educational program is operating as designed. As a new school, we will receive intensive support from its DSQ, whose time will be dedicated to working with a small number of new schools (i.e., three or four). The school's DSQ will,

in turn, be supported by a Senior DSQ who is a more veteran educator with experience and demonstrated success of running large, diverse public educational institutions.

### **Organizational and Financial Stability**

The Board will *delegate day-to-day operations* to NHA through a service agreement, as described earlier in this application. The organizational and financial design elements of our school reflect our belief that the school leadership team and teachers must be able to focus on the primary business of the school—placing students on a college readiness trajectory. By partnering with NHA, the Board has ensured that such back-office operations as custodial services, compliance reporting, and purchasing are a minimal burden on school staff. Likewise, NHA’s commitment to contribute toward budget deficits and provide a facility means that the Board can focus on the school’s academic progress rather than fundraising.

A *Board liaison* will be assigned by NHA to serve as the conduit of information between the Board and NHA. A collaborative partnership between the Board and NHA will be fundamental to the smooth and successful operation of the school. As such, a Board liaison will be assigned by NHA to maintain communication with the Board. The aim is for questions and concerns to be addressed proactively. A positive working relationship will allow all parties to focus on the school’s mission.

2. Teaching approach, class structure, curriculum design, and instructional methodology, courses of study, etc.

### **K-8 School Design**

Lee Scholars believes that if students are to be adequately prepared for rigorous high school programming that leads to college readiness, then their elementary and middle school educational opportunities and experiences are critically important. Our K-8 school design is central to ensuring a significant early investment in the lives of the students we serve.

Research shows that learning during the formative years of students’ lives is foundational to their future academic success.<sup>7</sup> A student’s reading skill at the end of third grade, for example, is a reasonably accurate predictor of whether that student will graduate from high school.<sup>8</sup> Early performance is important in all academic areas, and high-quality schooling across core academic content areas in the primary years is absolutely essential for later success in school and life. Studies by ACT note specifically that “the level of academic achievement that students attain by eighth grade has a larger impact on their college and career readiness . . . than anything that happens academically in high school.”<sup>9</sup>

The academic preparedness of students upon entry to high school greatly affects their subsequent attainment: 82% of students who are placed in their high school’s most intense curriculum go on to complete a bachelor’s degree, compared to only 9% of those who are placed in their high school’s

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<sup>7</sup> George Kuh, Jillian Kinzie, Jennifer Buckley, Brian Bridges, & John Hayek, *What Matters to Student Success: A Review of the Literature*. (National Postsecondary Education Cooperative, 2006).

<sup>8</sup> National Research Council, *Preventing Reading Difficulties in Young Children*, eds. Catherine E. Snow, Susan Burns, and Peg Griffin, Committee on the Prevention of Reading Difficulties in Young Children (Washington, DC: National Academy Press, 1998).

<sup>9</sup> ACT, *The Forgotten Middle: Ensuring that All Students Are on Target for College and Career Readiness before High School* (Iowa City, IA: ACT, 2008).

least intense curriculum.<sup>10</sup> Our focus on providing exceptional learning opportunities for students in grades K-8 will ensure that students receive the high-quality education they deserve and that they are well prepared for rigorous high school study, leading to college readiness and life success.

The K-8 school design is not just beneficial to students academically, but prepares them to achieve success socially and emotionally as well.<sup>11</sup> Some suggest that the K-8 model is a more effective approach than the standard elementary, middle, and high school models that many schools utilize. The transition to middle school can be highly challenging for many students at a time in their lives when they may not yet be prepared to cope with the increased responsibility and social pressures of middle school. This can result in regression on academic, emotional, and social fronts as students seek to find their footing in a new and unknown environment. A consistent K-8 schooling experience, with less transition and greater stability, can increase the likelihood that students develop appropriately during their middle school years and better prepares them to face the challenges of high school.

In short, as a K-8 school, Lee Scholars will not only provide students with the foundation they need to be successful academically, but will also provide its students with a greater sense of stability, security, and community as they traverse their important adolescent years.

### **Curriculum Design**

The NHA Curriculum is aligned with and supports the North Carolina Standard Course of Study and the Common Core State Standards (CCSS). The curriculum's standards have been collectively and comprehensively developed by NHA from the "best of the best" of various state standards, national organizations, and national assessment experts, including such groups as National Assessment of Educational Progress, ACT<sup>®</sup>, Achieve, the Thomas B. Fordham Institute, the National Council of Teachers of English, The National Mathematics Advisory Panel, the American Association for the Advancement of Science, and the National Council for Social Studies.

Our school's educational program will be driven by its curriculum, which will include the intended curriculum (essential learning goals for all students), the implemented curriculum (instructional content delivered by teachers in the classroom), and the assessed curriculum (the learning goals and objectives actually mastered by students). The curriculum's learning goals will encompass academic standards in the core areas of learning including English language arts (ELA), mathematics, science, and social studies, as well as in other areas such as the arts, music, and physical education. Because individual responsibility, integrity, personal character, and effort are important contributors to success in school and life, and because character traits such as perseverance are highly correlated with college success, a moral focus and the teaching of virtues will be an explicit and integrated component of the curriculum.<sup>12</sup>

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<sup>10</sup> Clifford Adelman, *The Toolbox Revisited: Paths to Degree Completion from High School Through College* (Washington DC: U.S. Department of Education, 2006).

<sup>11</sup> Pricilla Pardini, "Revival of the K-8 School: Criticism of Middle Schools Fuels Renewed Interest in a School Configuration of Yesteryear," *School Administrator*, March 1, 2002; Anne Marie Chaker, "Middle School Goes out of Fashion: Amid Evidence Kids Struggle to Move to Junior High, Districts Shift to K-8 Model," *The Wall Street Journal*, April 6, 2005; Marc S. Tucker and Judy B. Coddling, *Standards for our Schools: How to Set Them, Measure Them, and Reach Them* (San Francisco, CA: Jossey Bass, 1998).

<sup>12</sup> See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4<sup>th</sup> and 5<sup>th</sup> Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

The standards within the curriculum have been designed to align from grade to grade, with a college readiness trajectory. In order to ensure this alignment, NHA comprehensively researched what students need to know to be successfully prepared for rigorous high school and college educational programming, and then worked backward to develop a curriculum that defines the expertise needed by students in kindergarten through eighth grade to enter high school on the path to college readiness. When coupled with high-quality instruction, solid curricular tools to support instruction, and rigorous assessment, the curriculum will promote academic success for students, equipping them with the knowledge, understanding, and skills needed to meet or exceed the college readiness standards.

### **Curriculum Planning**

In order to ensure that teachers are equipped with the knowledge they need to implement the curriculum, teachers at Lee Scholars will conduct three sequential but interrelated types of planning: year-long planning, unit planning, and daily planning. The school will manage instruction as deans support teachers in their planning and their teaching. Through the deans' instructional leadership, which will include the provision of ongoing coaching and instructional support, teachers' planning efforts will ensure that all students are provided with high-quality instruction that leads to high levels of learning. The school's three-stage planning approach will enable teachers to work collaboratively in grade-level teams and under the direction of an instructional leader to successfully sequence and organize instruction and determine appropriate instructional materials and methods that best support student learning. Each aspect of the school's planning approach is detailed below.

#### *Year-long Planning*

Under the NHA program, teachers will collaborate with grade-level team members in order to develop an instructional pacing framework at the start of each school year. During this year-long planning process, teachers will sequence all Educational Objectives and assessment opportunities within each content area for a specific grade level; thus all learning objectives and assessment opportunities will be organized by quarter or month. Year-long plans will be adjusted as needed over the course of the school year, as student need dictates, but will continue to serve as the outline that will guide teachers as they develop detailed unit plans and organize daily instruction. The school leadership team, including the school's principal and deans, will monitor the year-long planning process in order to ensure that students have the appropriate opportunities to learn all grade-level content within the school's curriculum.

Teachers and their grade-level teams will use multiple sources of data, such as formative assessment data, EOG assessment data, Northwest Evaluation Association (NWEA) data, interim assessment data, and other assessment data to identify instructional areas for focus.

#### *Unit Planning*

During unit-level planning, using the year-long plans as their guide, teachers will collaborate to develop units of instruction for each Educational Objective and determine opportunities to formatively assess student learning during the instructional process. As they develop unit plans, teachers will create end-of-instruction assessments and plan for opportunities to make adjustments to instruction based on student learning progress. As with the year-long planning process, the school leadership team will monitor teachers' unit planning in order to ensure that implementation of the curriculum progresses appropriately.

A formative assessment process will be used as part of teachers' efforts in terms of unit planning. Although various definitions and practices exist with respect to formative assessment, the NHA program adopts W. James Popham's definition: "Formative assessment is a planned process in which assessment-elicited evidence of students' status is used by teachers to adjust their ongoing instructional procedures or by students to adjust their current learning tactics." Popham identifies a number of characteristics that complement his definition of formative assessment, noting that it:

- Is a process, not a particular test.
- Is used not only by teachers, but also by students.
- Takes place during the instructional process.
- Provides assessment-based feedback to teachers and students.
- Helps teachers and students make adjustments that will improve students' achievement of intended educational objectives.<sup>13</sup>

The steps of the formative assessment process to be implemented are: 1) Identifying objectives and determining end-of-instruction assessments; 2) Developing building blocks; 3) Analyzing evidence; 4) Responding to evidence. These steps, which are detailed further below, will help teachers as they work to operationalize the curriculum.

#### *Identifying Objectives and Determining End-of-Instruction Assessments*

During the formative assessment process, teachers will first collaborate to identify objectives for units of instruction based on their year-long plans. Then, teachers will determine end-of-instruction assessments to determine students' status at the end of each unit. Assessment methods will be selected based on the learning goal and sound assessment design. This "assessment-influenced" approach is important, for through it teachers "exemplify the curricular aim or aims being sought . . . and ultimately decide what mastery of those aims looks like—what its mastery calls for a student to be able to do."<sup>14</sup>

#### *Developing Building Blocks*

After the Educational Objectives are reviewed and appropriate end-of-instruction assessments are determined, grade-level teams will identify building blocks of instruction that scaffold student learning toward mastery of each Educational Objective. These building blocks will be used to construct a variety of formative assessments that will be woven into daily instruction and serve as check points during the learning process. Grade level teams will utilize building block assessments across their classrooms, and both teachers and students will track student learning progress over time.

#### *Analyzing Evidence*

Whether gathered through building block assessments or end-of-instruction assessments, teachers will analyze evidence at the student and classroom level. The specificity of the building block assessments will enable teachers to determine exactly what knowledge or skills need further development for particular students. As teachers meet to examine student work, they will gauge the effectiveness of their instruction and determine students' degree of mastery of the Educational Objectives. They will analyze evidence to discover student misconceptions and to identify knowledge or skill gaps that may inhibit student learning success. Grade-level teams will

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<sup>13</sup> James W. Popham, *Transformative Assessment* (Alexandria, VA: ASCD, 2008).

<sup>14</sup> James W. Popham, *Instruction that Measures Up* (Alexandria, VA: ASCD, 2009).

also analyze end-of-instruction assessments to ensure that the curriculum is coherent across classrooms within the school.

#### *Responding to Evidence*

As units of instruction are prepared, teachers will identify opportunities for planned instructional adjustments in case students do not learn as expected. Teachers may then make these adjustments during the course of unit instruction, as prompted by the evidence from the building block assessments or summative assessments. If learning progresses more quickly than expected, then instruction will move at an accelerated rate through the unit plan. However, if learning progresses more slowly than expected, then more time will be spent delivering instruction within the unit. Because students will be tracking their own progress, they will know precisely what they need to focus on to improve their learning. Teachers will consider end-of-instruction assessment evidence as they develop subsequent units of instruction.

#### *Daily Planning*

Daily planning will allow teachers to connect Educational Objectives with instructional resources, effective teaching strategies, and instructional methods that best support student learning. Daily planning will also allow teachers to develop strategies to check for understanding on an ongoing basis and determine if learning activities are providing intellectual engagement for each student. Teachers will work backward from their unit plans to structure instruction in the way that will best lead to mastery of Educational Objectives. In addition, the teacher's daily instructional objectives will be presented to students in student-friendly language through "I Can" statements. These "I Can" statements will be incorporated into daily lessons so that students know precisely what their learning goal is and can articulate it in their own terms.

Year-long planning and unit planning, which connect with use of the formative assessment process, will take place during teachers' scheduled daily common grade-level planning time. As appropriate, teachers will also spend common grade-level planning time discussing daily planning, examining student work, and collaborating to enhance instructional and assessment strategies. The school will have numerous curriculum guidance resources available to support with these stages of instructional planning, including curriculum standards documents, State alignment documents, vertical alignment documents, sample year-long plans, and academic vocabulary documents.

As discussed above, the school's organizational structure is designed to maximize opportunities for teachers to receive support from the school's instructional leaders. Specifically, the school's organizational structure has been designed to ensure that teachers receive regular feedback and support regarding instruction and instructional planning. The deans are responsible for monitoring implementation of the curriculum and, ultimately, the Principal is accountable for the overall educational program. Data gathered through the curriculum planning process is gathered and discussed at weekly leadership meetings and professional development is planned based on this data. Beyond this, support staff in NHA's Curriculum and Assessment and Coaching and Learning departments will also be available to support teachers and school leaders with curriculum implementation.

A number of instructional materials will be used in the classroom to support student learning in the core content areas. These resources have been selected for use at our school based on strong research and demonstrated effectiveness. These materials will aid teachers in the delivery of high-quality

instruction in each respective content area. Core instructional materials to be used in the classroom at are listed below:

**English Language Arts (ELA)**

Resource	Grades	Description
Imagine It	K-5	Imagine It! (SRA) meets the criteria of a research-based program and provides resources that support phonemic awareness, phonics, fluency, vocabulary, and comprehension instruction through pre-decodable, decodable, and grade-level fiction and non-fiction texts. The program includes stories, informational text, poems, plays, and articles to expose students to varied reading resources and also includes cross-curricular reading materials as well. The language arts section of the program includes instructional resources related to spelling, language conventions, and speaking, listening, and viewing skills. Program components are available to provide extra practice, as well as corrective, re-teach, and extension activities. Through these, teachers are equipped to differentiate reading and language arts instruction for students with special needs, English language learners (ELLs), and gifted and talented students. Imagine It aligns to the CCSS; program alignment documents and handbooks demonstrate how Imagine It can be used to enable students to meet the standards.
Strategies for Writers	K-8	Strategies for Writers (Zaner-Bloser) provides support in writing. Strategies for Writers is a traditional writing program that focuses on the writing process and incorporates the "Six Traits" of writing into lessons.
Daily Oral Language	K-8	Daily Oral Language (Great Source) strengthens language conventions.
Handwriting	K-5	Handwriting (Zaner-Bloser) supports instruction in penmanship, including print and cursive writing.
Literature	6-8	The <i>Literature</i> series (Holt McDougal) allows for standards-based reading and writing instruction that is integrated with the study of literature. Comprehension skills are emphasized, and opportunities are embedded for students to show deeper thinking through analysis and response. Program components are available to provide extra practice, as well as corrective, re-teach, and extension activities. Through these, teachers are equipped to differentiate reading and language arts instruction for students with special needs, ELLs, and gifted and talented students. This series is aligned with the learning objectives outlined through the CCSS Initiative.

**Mathematics**

Resource	Grades	Description
Think Math	K-5	Think Math! (School Specialty Publishers) is a language-based program that blends traditional skills and algorithms with conceptual understanding. Through the daily open-ended problem solving (Headline Stories) and Talk Math and Write Math prompts, students are given daily opportunities to communicate using mathematical language. The program focuses on building a strong number sense and algebraic awareness through the use of manipulatives, models, and games. Program components are available to provide extra practice, as well as corrective, re-teach, and extension activities. Through these, teachers are equipped to differentiate reading and language arts instruction for students with special needs, ELLs, and gifted and talented students. Think Math! aligns with the CCSS in addition to the Focal Points advanced by the National Council of Teachers of Mathematics.
Every Day Counts	K-3	Every Day Counts (Great Source) is a daily calendar program. It provides students with opportunities to participate in daily verbal and mental activities that increase their measurement, geometry, number sense, and data analysis skills.

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Holt Mathematics	6-8	Holt Mathematics (Holt McDougal) is a research-based program that emphasizes number sense and algebraic awareness. Through Lab Activities and Problem Solving components, students explore and develop deep understanding of mathematical concepts. Program components are available to provide extra practice, as well as corrective, re-teach, and extension activities. Through these, teachers are equipped to differentiate reading and language arts instruction for students with special needs, ELLs, and gifted and talented students. Like Think Math!, the Holt Mathematics program aligns with the CCSS.
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**Science**

<b>Resource</b>	<b>Grades</b>	<b>Description</b>
FOSS and Delta Learning Modules	K-8	FOSS and Delta Learning Modules provide materials and resources for inquiry-based learning activities that engage students in problem solving and investigating the natural world through a variety of sensory experiences that model the work of scientists, illuminates the nature of science. These resources also integrate mathematics and technology. Modules are built to utilize a hands-on approach related to scientific concepts and processes, and investigations are designed to follow steps of the learning cycle.
Science Explorer	6-8	Science Explorer (Prentice Hall) textbooks support the development of science content knowledge as well as literacy skills. These resources provide students with writing prompts, hands-on activities, higher level thinking questions; they also incorporate process and math skills with content as appropriate.

**Social Studies**

<b>Resource</b>	<b>Grades</b>	<b>Description</b>
Social Studies	K-4	Social Studies (Scott Foresman) is a series of clear, engaging informational textbooks. The series includes a variety of texts and provides teachers with resources to engage students in meaningful discussions, simulations, and performance assessments. Resources provide students with the opportunity to engage with social studies content in engaging ways, such as video field trips, writing prompts, and atlases, among others.
History Alive	5	The History Alive! (TCI) program provides excellent support in teaching American history. This interactive program features appropriate text with short passages for easy comprehension, and includes ideas for hands-on activities, differentiated instruction opportunities, simulations and performance assessments, and colorful transparencies of primary documents to better engage students in the teaching of American history.
The American Journey / Journey Across Time / Exploring Our World	6-8	These social studies texts (Glencoe) include a focus on both geography and history. Glencoe's texts on ancient history and current geography of the world reflect the expansion of content in these grades to include global issues. The American Journey text features in-depth content and questioning into the subject of American history to better prepare students for the reading and discussion they will encounter in high school history classes. Glencoe's supplemental resources for these textbooks also include ideas for hands-on activities, differentiated instruction opportunities, simulations and performance assessments, colorful transparencies of primary documents, visual representations of content (such as graphic novels), and opportunities for cross-curricular connections.

**Teaching approach and Instructional Methodology**

While the curriculum identifies and communicates what is essential for students to know and be able to do, classroom instruction at the school will drive student engagement with the curriculum. As such, instructional methods to be employed by teachers will be designed to promote engagement, to include clarity of instructional intent, and to be appropriately rigorous. Instruction will take various forms,

including focused lessons, guided instruction, collaborative learning, and independent work.<sup>15</sup> The best approach will be contextually-driven and contingent upon students' progress toward meeting instructional goals.

Focused lessons, when employed, may include direct instruction, modeling, demonstration, development of metacognitive awareness, and/or teacher think-alouds, among other methods, and they may be conducted in whole-group or small-group settings as student need dictates. Guided instruction may be done with large groups or with small, needs-based groups during workshop time or during content-area learning blocks. Guided instruction, when provided in small-group settings, will allow teachers to differentiate instruction in purposeful, meaningful ways in order to meet student needs. Collaborative learning may be used in order to provide opportunities for students to learn from peers, to discuss or debate ideas and information, or participate in collaborative, inquiry-based learning of curricular content. Finally, independent work might be used to provide students with time to practice applying skills or knowledge that has been previously learned, to extend individual learning through the application of knowledge and skills to novel situations, or to promote the individual development of higher order thinking skills.

Beyond this, teaching at our school will include effective, research-based instructional strategies; these will be embedded within daily lesson plans and implemented during daily instruction. Strategies that have high probabilities of effectiveness will be utilized based on the expected student learning outcomes of the lesson and will be employed by teachers in accordance with student need. Such instructional strategies may include the following, which have been identified as highly effective by researchers at Mid-continent Research for Education and Learning: (1) Identifying similarities and differences; (2) Summarizing and note taking; (3) Reinforcing effort and providing recognition; (4) Homework and practice; (5) Nonlinguistic representations; (6) Cooperative learning; (7) Setting objectives and providing feedback; (8) Generating and testing hypotheses; and (9) Cues, questions, and advanced organizers.<sup>16</sup> Teachers will integrate these methods into their instruction as appropriate, based both on student need and what research identifies as the most effective approach for content delivery.

The instructional approach employed by teachers at the school will ensure that students master the essential learning goals articulated by the curriculum and develop college readiness in accordance with the school's educational design and the North Carolina Standard Course of Study. As teachers plan and deliver instruction using these methods and strategies, students will gain the knowledge, proficiency, and skills needed to perform at high levels.

### 3. Compliance with Federal and State regulations for serving exceptional children.

The school will comply with all federal and state regulations for serving exceptional children, including the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the North Carolina Policies for Governing Services for Children with Disabilities.

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<sup>15</sup> Douglas Fisher and Nancy Frey, *Better Learning through Structured Teaching* (Alexandria, VA: ASCD, 2008). See also Section 5b for further discussion.

<sup>16</sup> See Robert Marzano, Debra Pickering, and Jane Pollock, *Classroom Instruction that Works: Research-Based Strategies for Increasing Student Achievement* (Upper Saddle River, NJ: Pearson Education, Inc., 2001).

Lee Scholars, consistent with the applicable law, will ensure that all students with disabilities who qualify under IDEA will:

- Have a free and appropriate public education (FAPE)
- Be appropriately evaluated once identified through our Intervention Assistance Team (IAT), parental request for special education testing, or otherwise identified pursuant to Child Find obligations.
- Receive an appropriate education in the least restrictive environment
- Conduct Individualized Education Plan (IEP) team meetings which will involve a general education teacher, parents of the students and any other member who has knowledge of the child's performance
- Have access to appropriate procedures and mechanisms, along with their parents, to resolve any dispute or disagreements related to the school's provision of FAPE.

The service provider and/or the administrator in charge of special education will have interaction with the student's district of residence to ensure proper special education services are being offered to the child, based on the IEP.

We recognize that students may come to our school without an active IEP or an identified disability and we know that it will be our school's responsibility to identify students in need of special services. We will have a number of strategies in place to identify special needs students as soon as possible. To begin, if a student is having trouble in the regular classroom (i.e. trouble keeping up with the pace of the lesson or on general assessments, struggling with NWEA testing) the classroom teacher or parent will refer the student to the school's IAT. This team will be made up of general education teachers, a special education teacher, administration, and the child's parent. The referral will indicate what the child is struggling with and the IAT will meet regularly to assist the classroom teacher with intervention strategies based on the child's area of need.

Research-based interventions will then be implemented in the classroom with the goal of assisting the student in the general education classroom. If the interventions do not succeed, the IAT will refer the student to the special education team. The special education team will conduct a referral meeting, at which time the team will decide whether psycho-educational or other testing is needed to determine if the student has special needs as defined by the IDEA. Parents will be asked to give permission for the areas of testing that are identified.

Team meetings will be held to discuss students services, hours identified in the IEP and its effective implementation, as well as to ensure alignment to the curriculum, and instructional approaches. These meetings will occur in collaboration with general education staff in order to appropriately assess a student's academic progress and a member of the leadership team will participate. Meetings will include all required members of the student's IEP Team and will be held in accordance with state and federal regulations.

Our goal for students with disabilities is to provide specially designed instruction and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.

4. Entrance and exit requirements as well as graduation requirements (if the school is to be high school).

The Howard & Lillian Lee Scholars Charter School

Any student that is qualified to enter a North Carolina public school pursuant to N.C. Gen. Stat. 115C-364(a) is qualified for admission to Lee Scholars.

5. The school calendar (must provide instruction for a minimum of 185 instructional days)

Date	Description
July 23-27	NHA University
August 6-10	New Teacher Orientation
August 13-17	Teacher professional development and preparation
August 20	First day of school
September 3	Labor Day – school closed
October 25-26	Teacher professional development days – students do not report
October 26	End of first quarter
November 5	Report cards are sent home
November 8	Half day for students, Parent/Teacher conferences
November 9	School closed, Parent/Teacher conferences
November 12	Veteran’s Day – school closed
November 21-23	Thanksgiving break – school closed
December 20 – January 1	Winter break – school closed
January 18	End of quarter, Teacher professional development – students do not report
January 21	Martin Luther King Jr.’s birthday – school closed
January 28	Report cards are sent home
February 18	Teacher professional development day – students do not report
March 22	End of quarter, Teacher professional development – students do not report
April 1	Report cards are sent home
April 4	Half day for students, Parent/Teacher conferences
April 5	School closed, Parent/Teacher conferences
April 8-12	Spring break – school closed
May 27	Memorial day – school closed
June 13	Last day of school

6. A concise description of any evaluation tool or test, if any, that the proposed charter school will use in addition to any state or federally mandated tests and how this data will be used to drive instruction.

The school will administer all state and/or federally mandated tests. We will also use measurements of academic growth and proficiency beyond those required by State law, including: NWEA assessments, ACT EXPLORE assessments (grade eight only), interim assessments, and teacher-developed assessments. The table below details each assessment’s purpose, design, and format. All assessments will be used to support the curriculum through the provision of data points for teachers and administrators to determine the effectiveness of the school’s curriculum and instruction.

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Assessment Name	Grades	Format and Frequency	Design/Purpose
EOGs	3-8	<ul style="list-style-type: none"> <li>Paper-based criterion-referenced assessment administered as required for state and federal accountability purposes</li> <li>1 x per year/ May</li> </ul>	Required by the State of North Carolina; will provide data regarding student performance in relation to accountability goals
Northwest Evaluation Association Primary Grades Assessment (NWEA-PGA)	K-1	<ul style="list-style-type: none"> <li>Computer adaptive norm-referenced, growth modeled assessment administered to measure student growth and performance in Reading, Language Usage (Gr. 2-8 only), and Math</li> <li>3 x per year/Fall, Winter, &amp; Spring</li> </ul>	Will enable school to measure: 1) student proficiency and growth over time; 2) comparative school and student performance among nationally normed sample; 3) teaching and schooling effectiveness; 4) college readiness; and 5) achievement gaps. The fall test will serve as a baseline measure of student performance, and may identify students at risk of academic failure. The winter test will be used to serve as a check-point to measure progress and inform mid-course corrections in instruction. The spring test will show student learning growth, as well as year-over-year student, grade and school growth.
Northwest Evaluation Association Measures of Academic Progress (NWEA-MAP)	2-8		
ACT Explore	8	<ul style="list-style-type: none"> <li>Paper-based national criterion-referenced exam linked to ACT used to measure college readiness in English, reading, mathematics, and science to guide high school planning</li> <li>1 x per year/March</li> </ul>	Exam results will help students and parents plan high school course work; will provide feedback to students on academic strengths and weaknesses. Results will also help the school measure school progress in ensuring academic college readiness for all students.
ACCESS for ELLs (Assessing Comprehension and Communication in English State to State)	K-8	<ul style="list-style-type: none"> <li>Students identified as English Language Learners (ELLs) participate in annual paper-based assessment of proficiency in English. As needed, students will be identified as ELLs through the W-APT (WIDA-ACCESS Placement Test)</li> </ul>	Student progress through the levels of proficiency in English will be measured. Specific language domains requiring additional instruction will be revealed through the assessment. Evaluation of the school's programming for ELLs will be facilitated through test results and the Annual Measurable Achievement Objectives (AMAOs).

		<ul style="list-style-type: none"> <li>• 1 x per year/February-March</li> </ul>	
Interim Assessments	3-8	<ul style="list-style-type: none"> <li>• Paper-based criterion-referenced assessments used to measure student progress toward mastery of curricular and State standards</li> <li>• 6-8 week intervals</li> </ul>	Interim assessments will inform instructional design and focus, enabling teachers to support individual student learning need and promote mastery of standards outlined within the school curriculum and the State Standard Course of Study.
Teacher-developed Common Unit Assessments	K-8	<ul style="list-style-type: none"> <li>• Paper, performance, or product-based common assessments developed in grade-level teams, used to measure student mastery of Educational Objectives.</li> <li>• Correspond to unit-level instruction</li> <li>• Weekly/Bi-weekly</li> </ul>	Common grade-level unit assessments will inform instructional decisions and will be implemented based on pacing of curricular implementation via unit planning. Teacher collaboration will result in shared instructional best practices. Through examination of student work, teachers will identify knowledge or skill gaps and use evidence to develop strategies to meet student learning needs.
Building Block Assessments	K-8	<ul style="list-style-type: none"> <li>• Paper, performance, or product-based assessments developed to measure student mastery of building blocks, which lead to mastery of curricular standards.</li> <li>• Weekly</li> </ul>	Building Block Assessments will inform instructional design and focus within delivery of unit-level instruction and also enable teachers to track student progress toward mastery of learning goals. Results of Building Block Assessments will enable students to track their individual learning progress as well. Instruction will be adjusted, and enrichment and supplemental support will be provided, based on results.
Ongoing Teacher Assessments (Opportunities to Check for Understanding)	K-8	<ul style="list-style-type: none"> <li>• Teacher-developed paper, performance, product, or oral assessments designed to measure student learning in terms of daily instructional objectives</li> <li>• Daily</li> </ul>	Data gathered through multiple means will inform teachers' understanding of student progress regarding daily and unit learning goals. The use of multiple assessment approaches will provide teachers with regular and frequent feedback on student progress toward mastery of learning goals.

7. A description of the student achievement goals for the school's educational program and the method of demonstrating that students have attained the skills and knowledge specified for those goals. These goals should include specific and measurable performance objectives over time. A timeline should be included to highlight how the school proposes to meet its objectives.

## Academic Goals

### *Reading*

#### **Goal: Students will be proficient in Reading.**

- I. Objective: Each year, seventy-five percent (75%) of third through eighth graders who are enrolled in at least their second year will meet or exceed student proficiency levels on the End-of-Grade (EOG) Reading assessment.
  - a. Method: EOG assessment scores for third through eighth graders who are enrolled in at least their second year will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Reading assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.
  - a. Method: EOG assessment scores for students who are enrolled in at least their second year will be compared to the same tested grades in the district from which they originated to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.
- III. Objective: Each year, the school will be in the 65<sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the Northwest Evaluation Association (NWEA) reading assessment.
  - a. Method: NWEA scores for students enrolled in the school will be compared to other NWEA partner public schools throughout the nation to ensure the goal is met.
  - b. Timeline: Annually in the spring.
- IV. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measureable progress toward the achievement target on the ACT Explore test in Reading.
  - a. Method: ACT Explore scores for students will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the third year of operation.

### *English Language Arts*

#### **Goal: Students will be proficient in Language Arts**

- I. Objective: Each year, the school will be in the 65<sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the Northwest Evaluation Association (NWEA) in Language Usage assessment.
  - a. Method: NWEA scores for students enrolled in the school will be compared to other NWEA partner public schools throughout the nation to ensure the goal is met.
  - b. Timeline: Annually in the spring.
- II. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measurable progress toward the achievement target on the ACT Explore test in English.
  - a. Method: ACT Explore scores for students will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the third year of operation.

### *Mathematics*

#### **Goal: Students will be proficient in Mathematics.**

- I. Objective: Each year, seventy-five percent (75%) of third through eighth graders who are enrolled in at least their second year will meet or exceed student proficiency levels on the End-of-Grade (EOG) Mathematics assessment.
  - a. Method: EOG assessment scores for third through eighth graders who are enrolled in at least their second year will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Mathematics assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.
  - a. Method: EOG assessment scores for students who are enrolled in at least their second year will be compared to the same tested grades in the district from which they originated to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.
- III. Objective: Each year, the school will be in the 65<sup>th</sup> percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the Northwest Evaluation Association (NWEA) Mathematics assessment.
  - a. Method: NWEA scores for students enrolled in the school will be compared to other NWEA partner public schools throughout the nation to ensure the goal is met.
  - b. Timeline: Annually in the spring.
- IV. Objective: Each year, eighth graders enrolled in at least their third consecutive year will demonstrate measurable progress toward the achievement target on the ACT Explore test in Mathematics
  - a. Method: ACT Explore scores for students will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the third year of operation.

### ***Science***

#### **Goal: Students will be proficient in Science.**

- I. Objective: Each year, seventy-five percent (75%) of fifth and eighth graders who are enrolled in at least their second year will meet or exceed standards on the End-of-Grade (EOG) Science assessment.
  - a. Method: EOG assessment scores for fifth and eighth graders who are enrolled in at least their second year will be analyzed to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.
- II. Objective: Each year, the percent of students who are enrolled in at least their second year performing at or above proficient on the End-of-Grade (EOG) Science assessment in each tested grade will, in 50% or more of the grades, exceed the average of the residential composite district.
  - a. Method: EOG assessment scores for students who are enrolled in at least their second year will be compared to the same tested grades in the district from which they originated to ensure the goal is met.
  - b. Timeline: Annually in the spring, following the first full year of operation.

### ***No Child Left Behind***

Goal: Under the state's NCLB Accountability system, the school's Accountability Status will be adequate, at a minimum, each year.

- a. Method: State Adequate Yearly Progress and School status will analyzed to ensure the goal is met.
  - b. Timeline: Annually in the fall after State report cards are released, after the first year of operation.
8. An explanation of how the school will provide assistance to students that are not performing at expected levels to ensure the continued progress of student growth. The applicant needs to define their “expected levels” of performance and delineate a plan accordingly.

Our school will regularly report the instances and magnitude of academic growth for its students, comparing the students’ evidence of growth with the results from other schools around the country. Student proficiency rates will also be considered as the school tracks its performance. We will employ several definitions of proficiency: mastery of the State’s EOG assessment, above the 50th percentile of the NWEA national population of test takers, and meeting college academic readiness standards. By using several proficiency comparison points, which serve as the school’s expected levels of performance, our school will communicate to students their performance in the context of state expectations (EOG), national expectations (NWEA), and college academic readiness (ACT Explore).

Additionally, the school’s curriculum includes an effective means of measuring students’ attainment against its learning goals: Scoring Scales. For each Educational Objective within the curriculum, a Scoring Scale explicitly informs teachers, students, and parents about what students need to know and be able to do to meet grade-level expectations. Scoring Scales will be used to measure student learning progress on all Educational Objectives, and scores will be tracked by both teachers and students in order to monitor student learning growth over time.

Under the NHA model, the tracking of learning by students is a powerful tool in the learning process, as it “provides a vehicle for students to establish their own learning goals and to define success in terms of their own learning ... allowing [them] to see their ‘knowledge gain’ throughout a grading period.” This is important because it “elicits ‘intrinsic’ motivation” and promotes student engagement with learning.<sup>17</sup> In addition to teacher-developed assessments, periodic interim assessments—which will also be designed to measure students’ mastery of the curriculum’s Educational Objectives—will be used.

Data from teacher-developed and interim assessments will be analyzed by teachers and school leadership to understand areas of student learning need. Predictive analytics will be performed with these assessment data to gauge the likelihood of student success on the EOG, and interventions will be subsequently organized to promote student growth and ensure mastery of curricular content. For a full description of the assessment tools utilized by the school, please see question 6 above.

Using the NHA program, our school will use a three-tier approach to provide academic intervention for students not performing at expected levels.

In the **first tier**, classroom teachers will respond to student learning needs for all students within the context of regular classroom instruction. All students will complete a screening assessment at the

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<sup>17</sup> Robert Marzano, *Classroom Assessment and Grading That Work* (Alexandria, VA: ASCD, 2006).

beginning of each school year, providing useful information for planning more effective instruction. Further, short-cycle assessments will be used during daily instruction to check for understanding. Students who have not yet demonstrated mastery will be provided with supplemental support within the classroom, and corrective approaches may include re-teaching, cooperative learning opportunities, differentiated instructional strategies targeting individual student need, learning centers and alternative materials.

If students do not master content through the first tier of intervention, then a more prescriptive **second tier** of intervention will be utilized. This will be based on a review of the following:

- Teacher referral; data from classroom assessments administered through daily opportunities to check for understanding, formative assessments, and end-of-instruction assessments
- NWEA results
- EOG results
- Interim assessment results
- Parent input

Students will receive supplemental interventions using programs and approaches that are proven to accelerate student learning. For example, recent research on Direct Instruction confirms that this approach can produce rapid and consistent improvements for students at-risk of academic failure.

Other intervention strategies will be provided in the classroom in a workshop setting, or may be delivered through supplemental support outside of the general education classroom, during non-core educational programming. These will include one or more of the following: 1) Small group intervention services to provide more individualized assistance for students with similar academic needs; 2) Extended learning time before or after school for students needing more time to master content; and 3) Summer learning programs for students requiring extended learning opportunities during the summer months.

If data demonstrates that some students have not yet made appropriate progress, then the teacher and his/her dean will refer the student for **tier three** interventions which will include an intensified approach that focuses on fewer high-priority reading and math skills. Also, one-on-one concentrated and focused tutoring will be considered.

If the third-tier of intervention is successful, then the teacher and dean will continue to monitor student progress on a regular, frequent basis. However, if the intervention does not successfully promote student learning, the school's IAT (Intervention Assistance Team) will conduct a referral meeting to decide whether psycho-educational or other testing is needed to determine if the student has special needs as defined by the IDEA. The IAT will consist of a student's classroom teacher(s), parent/guardian, a special education teacher and other specialists, and will include, as needed, a speech occupational therapist, psychologist, school social worker or any other person who has pertinent knowledge about the student. The IAT will review current intervention strategies, monitor student progress and work together as student learning progresses.

9. Details of the proposed charter plans to involve parents and community members in the school.

As founding board members of a school of choice – and parents – we know full well that strong parental and community involvement will be essential for our school's success, particularly as we

strive to meet the goals of North Carolina's charter schools law. We know students will grow faster and learn more when their education is backed by a strong school-parent partnership.

All told, our group has spent decades in education, community involvement or some other activity in which our goal has been the furtherance of larger societal improvement. This has been true whether as individuals or as members of broader organizations. These organizations are:

- **Grape Arbor Development Corp.** ([www.grapearbor.org](http://www.grapearbor.org)): A non-profit, outreach ministry of St. Paul African Methodist Episcopal (AME) Church of Chapel Hill, North Carolina, which was originally formed under a grape arbor in 1864 to minister to the needs of slaves in the Chapel Hill-Carrboro community. Grape Arbor was established in 2002 to provide community-based programs for youth and adults in the Chapel Hill-Carrboro community. Grape Arbor provides enrichment and development activities to foster the full development of young people throughout Orange County (including Chapel Hill, Carrboro, Hillsborough, Efland, and Cedar Grove). Our services focus on youth and their families.
- **NAACP of Chapel Hill-Carrboro** ([www.chapelhill-carrboro-naacp.org](http://www.chapelhill-carrboro-naacp.org)): Local chapter of the nation's oldest and largest civil rights organization.
- **Justice United in Community Effort** ([www.ocjusticeunited.org](http://www.ocjusticeunited.org)): A multi-faith, multi-racial, strictly non-partisan countywide citizens' organization dedicated to engaging members of our community to fully participate in decision-making processes on issues that affect the lives, families and communities of Orange County. Members include area churches, community groups, religious organizations and others.
- **Boys and Girls Club of Eastern Piedmont** (<http://www.bgcepnc.org>): Formed in 2008 by concerned citizens in Orange and Western Chatham counties to help raise funds so that Boys and Girls Clubs could be opened in each county. The Club offers recreational and other enrichment programs and services that promote and enhance the development of boys and girls by instilling a sense of competence, usefulness, belonging and influence.
- **Human Rights Center of Chapel Hill** ([www.humanrightscities.org](http://www.humanrightscities.org)): Created in 2009, the Center's activities include an after-school program, soccer, ESL and computer literacy programs, nutrition and yoga classes, programs with Abbey Court residents, festivals, advocacy, promoting food security and nondiscriminatory housing practices. With the assistance of Technology Without Borders, the HRC has been able to set up a free wireless Internet service in Abbey Court.

We will utilize the networks we have established over the years and with these organizations, where appropriate, to reach out to parents and others to inform them of our efforts to create a new public charter school.

Importantly, we will also reach out to administrators and officials at the Chapel Hill-Carrboro City Schools as well as other districts in our area to ensure an environment of open communication, cooperation and collaboration. Our missions are the same.

Our objective is to begin building relationships with parents long before we open our doors for the first day of school. Should we receive a charter, we will begin contacting families through a variety of outlets to inform them about our school, the enrollment process, and how they can become involved.

In executing this plan, we will utilize our own community relationships and experience and also utilize the resources and proven tools of our operational partner, NHA, which has successfully opened more than 70 schools in nine states over the last 16 years, including five schools in North Carolina.

Those tools will include:

1. A **monthly newsletter and school Web site** will keep interested families connected to the latest happenings of the school as we prepare to open.
2. **Social media sites** will be used **appropriately** to form connections between school leadership and parents.
3. While the facility is being prepared for occupancy, we will establish a **temporary office** where the principal and school staff can be contacted. Should parents have any questions about the school or the enrollment process, they will be able to contact NHA's **Parent Relations representatives**, who are trained to answer parent questions throughout the enrollment season.
4. Leading up to the first day of school, parents and families of enrolled students will have the opportunity to meet face-to-face with representatives of the school through **monthly parent information meetings**.
5. A **family orientation** will then be held at the end of the summer, for enrolled families to meet the principal, their child's teacher and classmates, and other school staff.
6. During these months prior to school opening, school staff and parents will initiate the relationships that we hope to foster in our school community. We believe these early contacts will help establish a healthy rapport with parent relationships once the school is open.

We will continue to build relationships with parents and the community after the first day of school. The parents of students at our school will have many opportunities to participate in school activities.

7. We will invite and welcome parents to participate in **field trips, buddy reading, moral focus and college awareness assemblies, and other opportunities that parents themselves identify**.
8. If sufficient interest is demonstrated, the school will create parent/student committees to foster **communication and collaboration** among parents, students, school staff, and the Board of Trustees.
9. **Teachers will also communicate weekly** with parents of the students in their classroom. Teachers will send home *Weekly Folders* that include a classroom newsletter that details the week's academic focus, a discussion of the month's moral focus topic, important homework requirements and upcoming classroom events.
10. Teachers will also share regular progress reports—via letter, telephone and/or in person—regarding individual student academic progress and performance.

The principal will also work to communicate regularly with parents.

11. At the beginning of each school year, the principal will hold a **parent information meeting** to share with parents the importance of their participation in their child's education. At this

meeting, the principal will encourage parents to commit (voluntarily), at the beginning of each school year, to support the school's mission, vision, policies, and activities, through a parent contract. We call this a "Commitment to Excellence Contract," which parent/guardian, student, and teacher will all sign, committing to the high expectations at our school.

12. The school calendar will be shared and parents will be given opportunities to sign up for various activities and committees.
13. A *Principal Newsletter* will be issued on a monthly basis in order to remind parents of the monthly school calendar of events, school activities, needs, and volunteer opportunities.
14. The principal will schedule a series of Principal Coffees, where the principal will speak with parents about a topic of interest or concern.
15. In order to help parents feel at home in the school and to encourage their presence in their child's education, the school building will include a **dedicated parent room**. This room will allow parents a place to gather and build relationships with one another, discuss matters of mutual interest and afford them an opportunity to feel comfortable and take ownership in the school.
16. For parents who may not have access to a computer or the internet, the room will also be equipped to provide parents access to online school materials and log into AtSchool, a custom-built, proprietary student information system that will allow parents to monitor and track their child's attendance and academic progress over the course of the year.
17. Parent-teacher conferences will be held twice per year.
18. We will also establish staff schedules that permit meeting and cooperation with parents, so that parents have direct access to teachers and school leaders throughout the year.

Finally, we know that school-parent communication must be a two-way street. The school must communicate with parents, but we must also provide an avenue for parents to provide formal feedback to us. We will want to know if we are meeting parents' expectations and what we can do to continually improve our program.

Once our school is open, we will continue to proactively seek this kind of feedback from parents. Parents will be encouraged to voice specific concerns to their child's teacher, school leadership, or NHA's Parent Relations representatives. More formally, parent surveys will be collected four times during the school year to ensure that parents' expectations and students' needs are understood and consistently being met. Each parent will be randomly selected to provide feedback during one of three survey waves as well as during their child's parent teacher conferences in the spring.

Parents who choose our school will be active partners in their child's education. We will encourage parents to participate and provide numerous avenues for them to do so. We will communicate regularly with parents to ensure they are kept abreast of their child's education and the activities at the school. And, we will request formal feedback from parents and use these metrics to meet the needs of our stakeholders and as a tool for evaluating our success.

10. Explanation of how the school will meet the needs of gifted students, English language learners, and other at risk students. Includes details of the school's process for identification and service of these students.

### **Gifted Students**

We recognize that some students may possess exceptional gifts and talents and should be granted the direction, time, encouragement, and resources to maximize their potential. The school will work

with parents, students, and the community to identify gifted and talented students from all backgrounds.

The use of NWEA's assessments in reading, language usage (grades 2-8), and mathematics will allow the school to identify students that are performing at the very highest levels, serving as a potential indicator of a student's identification as gifted and talented, and will also be used to determine whether such students are growing appropriately in each area.<sup>18</sup> For all students, including those performing at the highest levels, it is critical to ensure continued growth in order to monitor and adjust learning opportunities when growth is inadequate. In addition to utilizing NWEA assessment results, classroom teachers will monitor mastery of curricular content, which will be measured through classroom assessments that are administered as part of the formative assessment process.

Classroom teachers will offer gifted and talented students differentiated instruction and extended opportunities through a variety of means: enrichment; differentiation in content, process, products, and/or learning environment; infusion of higher order thinking skills; and individualized learning opportunities. When needed, grade-level or content-level acceleration will be provided, taking into consideration the specific needs of each individual student. Students at or above grade level will be consistently challenged through their engagement with classroom curricular content and high quality instruction. As noted in Section V, Question 2, the curriculum has been designed to meet the learning needs of even those who might perform above grade level. Likewise, the instructional methods employed by the school will ensure that gifted and talented students are challenged appropriately. The school's leadership team will be responsible for working with teachers to develop plans for addressing the needs of students identified as gifted and talented, as well as for evaluating gifted and talented services and the progress that such students make with respect to their learning goals. Deans will meet weekly with their staff to review lesson plans and provide feedback, and staff will be observed weekly and provided with feedback on the quality of their instruction and effectiveness in meeting the needs of all students, including those who are gifted and talented.

### **English Language Learners**

The school anticipates that its population of English Language Learners (ELL) will be close to that of the local school district. Through the utilization of demographic data, provided by the Chapel

Hill-Carrboro City Schools, the school anticipates that the total student population will be comprised of approximately 13% of ELL students.

Lee Scholars is committed to ensuring that ELL students have access to high-quality education and instruction. As such, our school will use NHA's program related to ELL students. This program is designed to help ELL students become successful learners and equip them with the essential knowledge and skills necessary for academic success, both within the school and beyond. We recognize that specific steps must be taken to provide ELL students with the resources necessary to be successful academically. To do so, the following process will be utilized:

- Enrollment and Identification

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<sup>18</sup> Using student performance percentile rankings from the NWEA MAP assessments, students who perform at or above the 95<sup>th</sup> percentile may be identified as gifted and talented. Students scoring at the 95<sup>th</sup> percentile on standardized assessments are generally identified as potentially gifted and talented; see Nicolas Colangelo & Barbara Kerr, "Extreme Academic Talent: Profiles of Perfect Scorers," *Journal of Educational Psychology* (82)3, 404-409.

- Assessment
- Placement and Services
- Transition/Exit Criteria
- Monitoring

### ***Enrollment and Identification***

Using NHA's system of ELL identification, each student will be given a copy of the Home Language Questionnaire (HLQ) upon acceptance to the school. All acceptance paperwork will be provided in English and Spanish. If the student population is such that another language is necessary, the appropriate translations will be provided. The HLQ asks a variety of questions designed to determine if the primary, or home, language of the student is a language other than English. If it is determined that the primary or home language is other than English, the student will be enrolled in classes and given the same opportunities as all students.

### ***Assessment***

A student that has another language indicated on the HLQ will be assessed to determine their proficiency in English. As North Carolina is a member of the WIDA Consortium, the W-APT (WIDA-ACCESS Placement Test) will be used. The results of the W-APT will initially guide the services provided to the student.

Additionally, the school will annually assess the English proficiency of ELL students through the use of the ACCESS for ELLs test, provided by the WIDA Consortium. This assessment will be used to modify instruction to meet each student's needs as well as to determine if a child is ready to exit the ELL programs provided at the school.

### ***Placement and Services***

The school will implement an ELL program consisting of two parts: Sheltered English Immersion (SEI) and English Language Development (ELD). The SEI portion will take place in the general education classroom, with scaffolding and additional support provided to the student as necessary. Teachers will receive training in "Classroom Instruction that Works with English Language Learners" by Jane Hill and Cynthia Björk and/or Sheltered Instruction Observation Protocol (SIOP) and will work to differentiate their lessons based on levels of English proficiency. Students will be provided with appropriate and challenging goals and given the feedback necessary to meet them. Supplemental to this, students will receive ELD support as push-in, or at times pull-out, services specifically designed to increase the acquisition of English proficiency. Each student will have a Language Acquisition Plan (LAP) created to meet his or her individual needs. This plan will contain information on primary language, proficiency in English, recommended amount of ELD support per week and individualized goals. These plans will be updated at least annually, but are living documents and may be modified at any time in the best interest of the student.

### ***Transition and Exit Criteria***

Students that test at the state approved level for exiting the ELL program (at least a 4.8 composite score with reading and writing scores of at least 4.0) will be exited from the ELL program if their performance on other assessments (EOG or NWEA) demonstrates their ability to experience success academically without additional support. Students that have exited the ELL program will be monitored for two years to ensure that they maintain a high level of academic success.

***Monitoring***

Monitoring will take various forms, including review of grades, attendance, parent communication, teacher input, and student self-assessment. If a student is not experiencing success and lack of language proficiency is believed to be the key factor, the student may be reassessed with the W-APT and placed back into the ELL program.

The school will employ the needed staff and ensure appropriate classroom space, curricular materials, and supplementary resources to enable all ELL students to become proficient in English, and have every opportunity for academic success. A member of the Leadership Team at the school will be responsible for coordinating the ELL program.

All teachers providing English Language Arts instruction to ELL students will be highly qualified to do so as required under the No Child Left Behind Act. Additionally, the school will look to hire persons holding a certification to teach bilingual education or English to speakers of other languages for the ELL program. The school strives for a caseload size of 40:1, 40 students requiring services to every full time staff member, though this caseload may vary based on the type of ELL (Long Term ELL, Recently Arrived Students with Adequate Formal Education and Students with Interrupted Formal Education) and the grade level of the ELL students.

Those members of the staff that work directly with ELL students will receive appropriate professional development in order to prepare them to support the school's ELL population. This professional development will focus on the research-based instructional methodologies and the language, culture, and heritage of the school's ELL students. The professional development also will provide information regarding the comprehensive nature of the ELL Program offered at the school, including the services outside of instruction that are available to these students. Finally, staff development will include activities to help staff understand the communication barrier and strategies for effective communication with parents.

We are committed to ensuring that ELL students are not excluded from curricular and extra-curricular activities due to an inability to fluently speak and understand the language of instruction. ELL students will be encouraged to participate in all activities and translation will be provided for all essential information. If there is a need in the community, the school may look to hire a bilingual parent liaison to facilitate communication. Documents are currently available in English and Spanish and will be provided in other languages as the demand arises. The school will provide to the parents or other persons in parental relation to ELL students school-related information in English, or when necessary and feasible, in the language they understand.

The ELL program will be continually assessed to ensure best-practices are implemented for ELL students. The school will monitor the number of ELL students increasing in English proficiency each year, the number of ELL students achieving proficiency in English each year, as well as the number of ELL students who are demonstrating proficiency on the EOG/EOC. These measures will help to determine the effectiveness of the ELL program and modifications will be made as necessary.

Additionally, the school will use various other assessments, such as the school's NWEA assessments, curricular assessments, and teacher created assessments, to monitor the progress of ELL students individually and as an aggregate group. NWEA assessment results will be available to

teachers of ELL students, enabling them to identify specific skills as strengths and weaknesses for individual ELL students. The results of the NWEA assessments will be examined for the ELL subgroup to determine where modifications need to be made to the current ELL Program.

### **At Risk Students**

We recognize that students who enroll at Lee Scholars may have knowledge or skills that are below grade level or put them at-risk of academic failure. We believe it is our responsibility to ensure that students master the grade level content expected of them, as articulated through the curriculum and the North Carolina Standard Course of Study. If students are struggling to master this content, or are not yet on a learning trajectory that corresponds with college readiness, then instruction must be adjusted and, if needed, intervention must be provided. The school will use the three-tier approach described in the response to Question 8 to provide academic support for students at-risk of academic failure.

### **SPECIAL EDUCATION** (G.S.115C-106)

The charter school must accept special needs children under the federal legislation *Individuals with Disabilities Education Act (IDEA)* (20 U.S.C. 1400 Et seq.) and the state legislation (G.S. 115C-106 Et seq.).

Provide a clear and thorough explanation of the procedures the proposed charter will follow to insure compliance of the above laws.

Lee Scholars will accept special needs children under the federal legislation *Individuals with Disabilities Education Act (IDEA)* (20 U.S.C. 1400 Et seq.) and the state legislation (G.S. 115C-106 Et seq.).

Our school will make efforts in its student recruitment process to ensure that the school will attract a comparable percentage of students with disabilities as compared to the district. In particular, the school will: (1) print advertisements that include specific information about school's Special Education program and, where appropriate, describe the qualifications of the school's Special Education teachers, (2) provide special open-house information sessions held in the community geared towards parents of exceptional students, and (3) one-on-one meetings between the school principal and/or special education staff with any parents of exceptional students who express interest in learning more about how the school can meet the particular needs of their child.

Upon enrollment all students will be screened for a previously diagnosed disability/Individualized

Education Program (IEP). The school shall not discriminate in admission and enrollment practices on the basis of a student having or being suspected of having a disability. All remaining students will be monitored to ensure that the school is meeting its child find responsibilities.

The leadership team is responsible for ensuring alignment between the overall curriculum, instructional approaches, and plans for serving special populations.

### **STUDENT CONDUCT AND DISCIPLINE** (G.S.115C-238.29B(b)(12); G.S. 115C-238.29F(d)(4 and 5))

Provide drafts, included in this section (do not include as an appendices), of student handbooks and other policies governing student conduct and discipline. Include policies and procedures governing suspension and expulsion of students. Specifically address these policies with respect to exceptional children. Also describe how a parent could appeal the decision of a school administrator through a grievance process.

### **Draft Student Code of Conduct**

Our goal is to offer a quality education program. To fulfill this goal, students need a positive, safe, and orderly school environment in which learning can take place without disruption. Students who do not observe the rules of good conduct in the classroom or on the playground decrease both the learning and

safety of others and their own opportunities to learn. Therefore, our staff takes a very proactive role in enforcing the Student Code of Conduct outlined below.

Students are expected to demonstrate respect and courtesy by obeying staff members, being kind to others, and being considerate of others' and the school's property.

#### *Acts of Misconduct*

The acts of misconduct listed in this Student Code of Conduct are not to be construed as an all-inclusive list or as a limitation upon the authority of school officials to deal appropriately with other types of conduct which interfere with the good order of the school, the proper functioning of the educational process, or the health and safety of students.

A student violating any of the acts of misconduct listed in this Student Code of Conduct may be disciplined under this Student Code of Conduct. Additionally, a student who engages in an act of misconduct that violates the law may be referred to the appropriate police authority. A student who engages in an act of misconduct when the student was enrolled in another school for which the disciplinary action has not been fully served may be required to serve out the length of the suspension or expulsion.

Students are expected to follow the Code of Conduct when he/she

- engages in acts of misconduct on school property;
- in a motor vehicle being used for a school related purpose;
- at a school-related activity, function or event;
- at any time or place (including en route to or from school) when the student's behavior has a direct or immediate effect on maintaining order, safety, health and discipline in the school

Acts of misconduct include, but are not limited to, the following:

- Failure to cooperate or comply with directions of school personnel and volunteers
- False allegations against staff, volunteers, or students
- Falsification of records or scholastic dishonesty (including cheating and plagiarism)
- Misuse of copyrighted materials
- Improper or disrespectful communications to staff, volunteers, or students
- Use of profane and/or inappropriate language
- Disruption of school
- Bullying and harassment
- Cyber-bullying pursuant to state law
- Criminal Sexual Conduct as defined by state law
- Improper dress in violation of the Dress Code
- Indecency (either with clothing/exposure, pictures or public display of affection)
- Any public display of affection having sexual connotations
- Violations of building rules and regulations
- Violations of rules or policies as set forth in the Parent and Student Handbook

- Smoking, tobacco possession or use
- Trespassing, loitering
- Suspended or expelled student on school property or attending school activities
- False alarms
- Possession of electronic device(s) defined by school policy
- Defacement/Damage of property or theft/possession of stolen property
- Coercion, extortion or blackmail
- Arson
- Possession of firework(s), explosive(s) and/or chemical substance(s)
- Possession and/or sale of alcohol and/or drugs (narcotic drugs, look-a-like substances and illegal chemical substances)
- Possession of look-a-like weapons
- Possession of dangerous weapons as defined by state law and dangerous weapons or instruments not otherwise enumerated herein
- Possession of personal protection devices (such as tasers, mace, pepper-spray, etc.)
- Fighting, assault and/or battery on another person
- Gangs and gang related activity
- Violation of Technology Use and Internet Safety Policy
- Persistent disobedience
- Verbal assault
- Malicious or willful types of behavior that endanger the safety of others
- Extreme acts of defiance and/or threats toward teachers/other adults/fellow students
- Criminal acts other than as enumerated herein
- Excessive tardiness or absences as defined in the Attendance Policy

Parents or students who are unsure of what conduct is prohibited by each act should consult with the principal.

#### *Bullying or Harassing Behavior*

The school prohibits any type of bullying or harassing behavior by students. Bullying or harassing behavior is defined as any pattern of gestures or written, electronic, or verbal communications, or any physical act or any threatening communication, that takes place on school property, at any school-sponsored function on a school bus, or that causes a substantial disruption to school operations and/or interferes with the rights of other students and that:

- Places a student in actual and reasonable fear of harm to his or her person or damage to his or her property; or
- Creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities, or benefits. "Hostile environment" means that the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior.

Bullying or harassing behavior includes, but is not limited to, acts reasonably perceived as being motivated by any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, socioeconomic status, academic status, gender identity, physical

appearance, sexual orientation, or mental, physical, developmental, or sensory disability, or by association with a person who has or is perceived to have one or more of these characteristics.

Procedures:

1. A staff member who has witnessed or has reliable information that a student has been subject to any act of bullying or harassing behavior shall report the incident to the principal.
2. A student or volunteer who has witnessed or has reliable information that a student has been subject to any act of bullying or harassing behavior should report the incident to a teacher, other staff member or the principal.
3. A student, staff member or volunteer who reports bullying or harassing behavior may do so orally or in written form, providing as much information as possible. A student, staff member or volunteer also may report anonymously if they choose.
4. Any staff member who receives a report of bullying or harassing behavior will forward the report to the principal who will ensure that a prompt investigation is completed.
5. There will be no reprisal or retaliation against any person who reports an act of bullying or harassment. Such reprisal or retaliation by a student is a violation of the Student Code of Conduct and will result in disciplinary action pursuant to the Student Code of Conduct.
6. Bullying or harassing behavior is a violation of the Student Code of Conduct and will result in disciplinary action pursuant to the Student Code of Conduct.

*Disciplinary Procedures*

A student may be disciplined at any level depending upon the frequency and/or severity of the act of misconduct. A Behavior Referral Report will be completed for each violation of the Code of Conduct and copies are made for the parent and kept in the student's file. Corporal punishment is prohibited as a means of discipline.

Level 1 EARLY INTERVENTION: The behavior may be a violation of the code of conduct or a disruption of the orderly operation of the classroom or a school activity. The inappropriate behavior with the student is addressed.

Level 2 PARENT NOTIFICATION: The parent is notified by mail or a note home of the misbehavior.

Level 3 PARENT CONTACT: A conference with the parent is held in order to discuss the incident and appropriate disciplinary action.

Level 4 BEHAVIOR CORRECTIVE ACTION PLAN (B-CAP): When the behavior(s) has reached a level of persistent disobedience or a student accumulates more than ten (10) suspension days in a semester, the teacher and/or principal shall schedule a meeting with the parents in order to implement a B-CAP. A B-CAP will take into consideration the cause of the inappropriate behavior, positive interventions that might be utilized to diminish the inappropriate behavior and necessary consequences that will take place if the behavior continues. The B-CAP shall be signed by all parties and copies are made for the parent and kept in the student's file. If the disciplinary action is related to unexcused tardies or absences an Attendance Corrective Action Plan (A-CAP) will be implemented.

Level 5 SUSPENSION OF 10 SCHOOL DAYS OR LESS OR OTHER DISCIPLINARY INTERVENTIONS: When the act of misconduct disrupts the school environment, the resulting consequence issued by the school administration may include suspension of up to 10 school days, or

other disciplinary interventions such as restitution, counseling and exclusion from school activities. The school administration shall convene a meeting with the student, parents and others to develop or update an existing B-CAP in order to determine any additional intervention strategies and disciplinary action. The B-CAP shall be signed by all parties and copies are made for the parent and kept in the student's file. The student will be granted a right to due process as described in the Due Process Procedures of this Code of Conduct.

Level 6 LONG TERM SUSPENSION OR EXPULSION: When the act of misconduct is considered a crime under state law, constitutes extreme non-compliance with school rules resulting in aggravating circumstances, or is so extreme that it threatens the safety of others, the student may serve a long term suspension or, if age fourteen (14) or older, be expelled from the school. The student will be granted a right to a due process hearing. A 365 day suspension is a denial to a student of the right to attend school and to take part in any school function for a full 365 days. The Board must suspend a student for 365 days for possession of a firearm or destructive device on school property or a school sponsored event. 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. No student shall be long-term suspended or expelled from school solely for truancy or tardiness offenses.

Students will not be subject to long-term suspensions or expulsions from school solely for truancy or tardiness offenses and will not receive short-term suspension of more than two days for such offenses.

Students who are served under IDEA (Special Education) or under Section 504 of the Rehabilitation Act of 1973 are entitled to certain additional rights in the area of discipline based upon their qualification for services under these federal laws.

#### *Due Process Procedures*

The following due process procedures only govern the suspension or the expulsion of a student from the school's regular educational program. If a student charged with violation of this Student Code of Conduct has been returned to the regular school program pending a decision, then such action of reinstatement shall not limit or prejudice the school's right to suspend or expel the student following that decision.

- A. Suspension of Ten (10) School Days or Less - As a general rule, prior to any suspension of the student, the principal and/or dean shall provide the student with the following due process:
  1. The student will be informed of the charges against him/her, and, if the student denies the charges, the principal and/or dean shall provide the student with an explanation of the evidence.
  2. The student shall be provided an opportunity to explain his/her version of the facts.

If a student's presence in school poses an immediate danger to persons or property or an ongoing threat of disruption to the educational process, the principal and/or dean may immediately suspend the student, and as soon thereafter as reasonable, provide the student with his/her due process rights as set forth in this section.

If, after providing the student with his/her due process rights, the principal and/or dean determine that the student has engaged in a prohibited act under this Student Code of Conduct, then he/she may impose a disciplinary penalty of a suspension not to exceed ten (10) days. The principal and/or dean, or his/her designee, shall inform (in person or by phone) the student's parent (in English and in the parent's primary language when readily available) of the suspension and of the reasons and conditions of the suspension. The student shall be provided the right to take home textbooks, complete homework assignments and an opportunity to make-up exams. A decision to suspend a student for ten (10) or fewer school days is final and not subject to further review or appeal.

**B. Suspension for Eleven (11) or More School Days and Expulsion**

The principal shall serve as hearing officer for all long-term suspensions. The Board of Directors will hear all expulsions.

1. A parent shall be notified by the principal in writing (in English and in the parent's primary language when readily available) of the principal's intent to suspend or expel. The written notice shall:
  - a. State the nature of the violation with reference to the provision of the Code of Conduct the student is alleged to have violated and the proposed consequence.
  - b. Set forth the specific process for requesting a hearing outlining the number of days within which the hearing must be requested. Should a hearing be requested, the parent will be provided procedural rights for the hearing.
  - c. The right to retain an attorney or an advocate of their choice and at their expense to represent the student in the hearing, right to review and obtain copies of the student's educational records prior to the hearing.
  - d. Include what information will be included in the student's official record and the procedure for expungement of this information.

The parent of the child shall be responsible for making arrangements for the child's educational needs during a long-term suspension and/or expulsion. Students who receive a long-term suspension may be offered alternative education services during the long-term suspension period. A decision by the principal to suspend a student for more than ten (10) school days or not to offer alternative education services during such period, may be appealed by the parent in writing to the Board of Directors.

*Miscellaneous Provisions*

**A. Request for Readmission**

All students suspended for 365 days or expelled may, after 180 calendar days from the date of the beginning of the student's suspension or expulsion, request in writing readmission to the school.

**B. Voluntary Agreements**

At any time, the principal or his/her designee may enter into a written contract with the student and his/her parent(s) setting forth the parties' agreement in settlement of disciplinary charges or restitution related to damage to or loss of school property. In such

cases, the written agreement shall be final and binding and may not be later challenged by the principal or his/her designee or the student or his/her parent(s).

**C. Suspended/Expelled Students on School Property or Attending School Activities**

A suspended or expelled student who enters onto school property or appears at a school activity, event or function without the permission of a building administrator shall be deemed to be trespassing.

**D. Maintaining Class Progress**

When practical in the judgment of the principal, a student may be permitted to maintain progress during the disciplinary period.

*Definition of Terms*

Behavior Referral Report is a specific written record of the student's act of misconduct. It documents the date, nature of the offense, and the disciplinary action taken by the teacher, principal and/or dean.

Attendance Corrective Action Plan (A-CAP) is a written document that addresses excessive tardies or absences.

Behavior Corrective Action Plan (B-CAP) is a written document that identifies the cause of misconduct and what steps will be taken in order to help a student overcome inappropriate behavior. It is signed by the parents, student, and staff member.

In-School Suspension refers to a decision to temporarily remove a student from the mainstream classroom and to place the student in a segregated environment within the school building that allows the student to continue to progress in their coursework but denies them access to regular classroom instruction and social interaction with their peers. The In-School Suspension room must be supervised by an adult employee of the building at all times.

Out-Of-School Suspension refers to a decision to temporarily remove a student's right to attend school or any school-related activity not to exceed ten (10) school days. A meeting with the parents will be convened to discuss the incident that led to the suspension and to develop a B-CAP for the future.

Long-Term Suspension refers to a decision to temporarily remove a student's right to attend school or any school-related activity for a specified period of time, which exceeds ten (10) school days. Once a student accumulates more than ten (10) days of suspension in a semester, the next act of misconduct may result in a long-term suspension. If the act of misconduct leading to the long-term suspension occurs before the final quarter of the school year, the suspension shall be no longer than the remainder of the school year in which the offense was committed. If the act of misconduct leading to the long-term suspension occurs during the final quarter of the school year, the suspension may include a period up to the remainder of the school year in which the offense was committed and the first semester of the following school year. A meeting with the parents is convened to discuss the incident that led to the suspension and to implement or modify a B-CAP for the future.

Expulsion is defined as a decision to remove a student fourteen (14) years of age or older from school.

**TIMELINES**

Please create and describe a detailed start-up plan, identifying major tasks, timelines, and responsible individuals for accomplishing those tasks.

The school has drafted the following preliminary start-up plan which identifies major tasks, timelines, and the responsible party for accomplishing each task.

Task	Start Date	Finish Date	Responsible Party
<b>Organization of School (draft timeline)</b>			
Board orientation and training	2.3.12	3.3.12	Board, NHA
Board organizational meeting scheduled and held	2.3.12	2.29.12	Board
Adopt bylaws	2.3.12	2.29.12	Board
Adopt Articles of Incorporation and file	11.9.12	11.9.12	Board
Elect officers	2.3.12	2.29.12	Board
Set terms of office	2.3.12	2.29.12	Board
Adopt Board policies	2.3.12	2.29.12	Board
Secure Board insurance policies	2.3.12	2.29.12	NHA
Apply for Employer Identification Number	2.3.12	2.29.12	NHA
Board Meeting Calendars published	3.1.12	3.29.12	Board, NHA
Execute Lease Agreement	2.3.12	2.29.12	Board, NHA
Execute Service Agreement	2.3.12	2.29.12	Board, NHA
Establish Open Enrollment Dates	2.3.12	2.29.12	Board
Publish Parent-Student Handbook	3.1.12	3.29.12	NHA
<b>Finance (draft timeline)</b>			
Establish student reporting (method, timing, system)	2.3.12	2.29.12	NHA
School setup in general ledger	2.3.12	2.29.12	NHA
Account numbers setup within general ledger	2.3.12	2.29.12	NHA
MICR set up - check setup with general ledger	2.3.12	2.29.12	NHA
Assign Business Analyst and Accounts Payable Accountant	2.3.12	2.29.12	NHA
Setup General/Board Bank Accounts	2.3.12	2.29.12	NHA
Financial reporting setup (method, timing, system, format)	3.1.12	3.30.12	NHA
Budget/cash flow/ other financial reporting established	3.1.12	3.30.12	NHA
Determine special education funding procedures	3.1.12	3.30.12	NHA
Contact surrounding districts for billing purposes (if applicable)	3.1.12	3.30.12	NHA
Local payroll taxes % and tax number applied for	3.1.12	3.30.12	NHA
Obtain State School ID	3.1.12	3.30.12	NHA
Visa cards setup and distributed	3.1.12	3.30.12	NHA
Apply for federal charter school grant	2.8.12	3.30.12	NHA
<b>Facilities (draft timeline)</b>			
Create a list of all subcontractors for the project	2.3.12	2.29.12	NHA
Issue Notice of Commencement	2.3.12	2.29.12	NHA

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Construction of Facility <i>(Date subject to Change)</i>	2.28.12	7.15.12	NHA
Identify options for temporary offices surrounding the school	2.3.12	3.15.12	NHA
Phone pole and Board backing installed	3.15.12	3.30.12	NHA
Establish temporary office	4.1.12	4.15.12	NHA
Review substantial completion documentation and submit to general contractor	2.28.12	7.15.12	NHA
Establish custodial services program	4.2.12	4.13.12	NHA
Establish food service program	4.2.12	4.13.12	NHA
Develop traffic plan	4.16.12	4.30.12	NHA
Ensure building is keyed	6.1.12	6.29.12	NHA
Hold on-site meeting to educate school Leadership on building mechanical systems	6.29.12	6.29.12	NHA
Lunch program equipment installed	6.18.12	6.29.12	NHA
Health department inspection and application for food service license	7.2.12	7.13.12	NHA
Conduct code, fire and safety inspections	7.2.12	7.13.12	NHA
Certificate of Occupancy obtained	7.16.12	7.16.12	NHA
School Staff Move In Starts	7.23.12	7.23.12	NHA
<b>Admissions (draft timeline)</b>			
Establish direct mail program	2.8.12	2.29.12	NHA
Develop Media Plan	2.8.12	2.29.12	NHA
Create School Website	2.8.12	2.29.12	NHA
Determine dates and location for all Parent Information Meetings	2.8.12	2.29.12	NHA
Set date for groundbreaking ceremony	2.8.12	2.29.12	NHA
Hire admissions/parent ambassador	2.8.12	2.29.12	NHA
Hold groundbreaking ceremony	2.8.12	2.29.12	Board, NHA
Conduct Parent Information Meetings - monthly at minimum	2.8.12	6.29.12	NHA
Execute media and direct mailing plans	2.8.12	6.29.12	NHA
Send legal notice for open enrollment to newspaper	3.5.12	3.9.12	NHA
Open enrollment	2.28.12	4.27.12	NHA
Enter applications into AtSchool <sup>®</sup> (School Information System)	3.1.12	8.20.12	NHA
Send school newsletters to all applicant families	2.8.12	8.17.12	NHA
Determine if lottery needs to be done	4.27.12	4.27.12	NHA
Send lottery letter to all who applied or acceptance package	4.30.12	4.30.12	NHA
Conduct lottery	4.30.12	5.4.12	NHA
Send out acceptance packages, waiting list letters if lottery is needed	5.7.12	5.11.12	NHA
Acceptance Letter follow-up sent to those who did not return Application Verification Form	5.14.12	5.18.12	NHA
Verify immunizations, birth certificates, and proof of	2.28.12	8.17.12	NHA

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residency			
Establish date for Family Night	5.25.12	5.25.12	NHA
Create forms package for Family Night including Home Language Questionnaire	5.28.12	6.1.12	NHA
Send invitation and forms package to all accepted and registered families	5.28.12	6.1.12	NHA
Conduct Family Night	6.13.12	6.13.12	NHA
Set date for ribbon cutting ceremony	6.29.12	6.29.12	NHA
Hold ribbon cutting ceremony	8.17.12	8.17.12	Board, NHA
Teachers welcome individual students	8.13.12	8.17.12	NHA
<b>Recruitment/Staffing (draft timeline)</b>			
Principal hired	2.29.12	3.30.12	Board, NHA
Dean(s) hired, trained and on staff	4.2.12	5.18.12	Board, NHA
School secretary hired, trained and on staff	2.29.12	3.30.12	NHA
Recruit teachers/Identify Candidates	2.29.12	6.29.12	NHA
Staff hired	6.29.12	6.29.12	Board, NHA
<b>Human Resources (draft timeline)</b>			
Create new school positions in HR/Payroll system	2.8.12	2.29.12	NHA
Establish an unemployment account	2.8.12	2.29.12	NHA
Obtain new hire paperwork and fingerprints	2.29.12	6.29.12	NHA
Obtain compliance documentation - licenses, certifications, etc.	2.29.12	6.29.12	NHA
Setup school for all benefit plans	2.8.12	2.29.12	NHA
Identify medical center	2.8.12	2.29.12	NHA
Notify workers comp	2.8.12	2.29.12	NHA
Send employment law posters by first day of school	6.29.12	6.29.12	NHA
<b>School Quality (draft timeline)</b>			
Assign Director of School Quality	2.8.12	2.29.12	NHA
Before or after school care identified and setup at school	4.2.12	5.18.12	NHA
Develop classroom assignments	7.2.12	7.6.12	NHA
Identify students with IEP's	5.7.12	8.17.12	NHA
Setup classrooms	7.23.12	7.27.12	NHA
Finalize school calendar	6.2.12	6.2.12	Board, NHA
<b>Purchasing (draft timeline)</b>			
Establish Staples and School Specialty vendor accounts for the school	2.8.12	2.29.12	NHA
Setup and train requestors and approvers in Lawson for requisitions	2.8.12	2.29.12	NHA
Furniture/Curriculum/IT/Equipment ordered	2.8.12	2.29.12	NHA
Furniture/Curriculum/IT/Equipment delivered	7.9.12	7.13.12	NHA
Furniture/Curriculum/IT/Equipment installed	7.23.12	7.27.12	NHA
<b>Information Technology (draft timeline)</b>			
Network cabling	3.1.12	3.30.12	NHA
Installation of T1 for data and router	4.2.12	4.30.12	NHA
Phone system and phone equipment ordered	3.1.12	3.30.12	NHA
School host server ordered	3.1.12	3.30.12	NHA

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Computing technology equipment order	3.1.12	3.30.12	NHA
Router and switches equipment order	3.1.12	3.30.12	NHA
Installation of phone lines	4.2.12	5.11.12	NHA
Installation of phone system	4.2.12	5.11.12	NHA
Phone number for permanent site	4.2.12	5.11.12	NHA
Phones installed	4.2.12	5.11.12	NHA
Computers installed	5.14.12	5.18.12	NHA
UPS installed	5.14.12	5.18.12	NHA
Switches installed	5.14.12	5.18.12	NHA
School host server installed	5.14.12	5.18.12	NHA
AtSchool <sup>©</sup> online and set up for school Staff	5.14.12	5.18.12	NHA
Multi-function printers and server installed	5.14.12	5.18.12	NHA
<b>Instructional Support (draft timeline)</b>			
New Principal Training	3.30.12	8.17.12	NHA
New Secretary Training	3.30.12	8.17.12	NHA
New Teacher Orientation and Onboarding	7.23.12	8.10.11	NHA
Building level induction	8.13.12	8.17.12	NHA
<b>FIRST DAY OF SCHOOL</b>	<b>8.20.12</b>	<b>8.20.12</b>	

## VI. BUSINESS PLAN

### PROJECTED STAFF:

Provide a list of positions anticipated for the charter school; (e.g., principal or director; support staff; teachers, part-time and full-time; paraprofessionals/teaching assistants, clerical, and maintenance.)

Detailed below is a list of positions we anticipate hiring for Lee Scholars:

TITLE	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Principal</b>	1.0	1.0	1.0	1.0	1.0
<b>Dean</b>	2.0	3.0	3.0	3.0	3.0
<b>Registrar</b>	1.0	1.0	1.0	1.0	1.0
<b>Office Administrator</b>	1.0	1.0	1.0	1.0	1.0
<b>Admissions Representative</b>	0.375	0.375	0.375	0.375	0.375
<b>Classroom Teachers</b>	18.0	21.0	24.0	27.0	27.0
<b>Music Teacher</b>	1.0	1.0	1.0	1.0	1.0
<b>PE Teacher</b>	1.0	1.0	1.0	1.0	1.0
<b>Art Teacher</b>	1.0	1.0	1.0	1.0	1.0
<b>English Language Learner Teacher*</b>	1.0	1.0	1.0	1.5	1.75
<b>Library Technology Specialist</b>	1.0	1.0	1.0	1.0	1.0
<b>Special Education Teacher*</b>	2.0	2.0	3.0	3.0	3.0
<b>Special Education Aides*</b>	0.8	1.6	2.4	2.4	2.4
<b>Social Worker*</b>	0.2	0.2	0.4	0.4	0.4
<b>Recess Aides</b>	0.625	0.75	0.875	1.0	1.0

*\*English Language Learner and Special Education staffing is dependent on student need and will fluctuate as appropriate.*

Also include the following information for the proposed charter school:

- Process to advertise for and employ staff of the school

### **Recruitment Overview**

We know that attracting, developing, focusing and retaining high performing employees will be essential for the success of the school. In conjunction with the principal of the school, NHA's People Development and People Services teams will work in concert to recruit high caliber individuals who are selected and developed for all positions. Moreover, the teams 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. Our school will use pay for performance, with performance being measured by student achievement.

### **Faculty and Staff Recruitment Process**

The recruitment of faculty and staff will be a critical responsibility of the NHA recruitment team. NHA will assign our school a dedicated Talent Acquisition Consultant with specific knowledge of local recruitment channels, as well as state and federal certification requirements. NHA partner schools depend on their particular consultant to help them attract teachers and staff committed to the educational mission and dedicated to achieving academic growth.

Our school will benefit from a customized recruitment strategy that evaluates the availability of teachers, paraprofessionals, and other support professionals in our 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. We will determine staff structuring and restructuring based on skill and performance to best serve the needs of students.

### **Hiring Procedures**

Numerous controls are in place regarding the employment and hiring process. All new hires, including substitute teachers, must complete the new hire paperwork required for their position. This documentation meets the requirements of applicable state and federal law for a school employee, including background checks. In addition, employees receive information on additional resources that will assist them in managing their personnel information, such as taxes and benefits. NHA will ensure that the appropriate paperwork is completed accurately and kept in the employee's personnel file.

All teachers are jointly employed by the school and NHA. The hiring of a teacher is subject to review and approval by the school Board, as is the termination of employment of a teacher or other related personnel actions.

- Handbooks governing standards of conduct, grounds for termination, policies and procedures, etc.

The school, in partnership with NHA, will provide the following handbook which governs standards of conduct, grounds for termination, and policies and procedures.

## **Proposed Employee Handbook**

### **Special Notice to Teachers in North Carolina Schools**

All North Carolina teachers are jointly employed by the school and NHA. This means, by way of example, that the hiring of a teacher is subject to review and approval by the school Board, as is the termination of employment of a teacher or other related personnel actions. Although employed by both the school and NHA, the policies and benefits in this Handbook will apply.

### **Beliefs and Values**

- Because a fundamental purpose of public charter schools is to search out new approaches to effective teaching and learning, we embrace innovation and change to further the needs of our students.
- We measure academic growth and proficiency and hold staff accountable for success in these areas.
- We use measurements of academic growth and proficiency beyond those required by State law.
- We use pay for performance with performance being measured by student achievement.
- We determine staff structuring and restructuring based on skill and performance to best serve the needs of students.
- We believe teachers and staff need to be in the classroom and we hold teachers and staff accountable for absenteeism. If a student is scheduled for a day of class, we believe the teacher should also be in the classroom. Obviously, emergencies happen and there may be academic conferences or professional development needs that take a teacher out of the classroom.
- We believe our administrators should be able to identify and support or terminate ineffective staff as appropriate.
- We believe that there should be no artificial limits to professional development opportunities.
- We create a working environment that allows administrators to make decisions sensitive to the demands of students.
- We allow administrators to schedule faculty meetings at appropriate times that do not impede teaching and learning.
- We establish staff schedules that permit meeting and cooperation with parents.

### **Equal Employment Opportunity**

Employees will be selected, developed and promoted based on each individual's ability and job performance. Equal Employment Opportunity is provided to all people in all aspects of the employer/employee relationship without unlawful regard to race, color, religion, sex, national origin, age, non-disqualifying disability, veteran status, genetic information, or other protected classification.

This policy affects decisions including, but not limited to, your compensation, benefits, terms and conditions of employment, opportunities for promotion, training and development, transfer and other privileges of employment. All applicable local, state and federal statutes concerning Equal Employment Opportunity will be complied with.

Our school will utilize NHA's personnel policies and practices in the areas below:

### **Career Opportunity Program**

Our school will avail itself of NHA's Career Opportunity Program, which is designed to ensure that a common process is in place to consider internal candidates for employment opportunities. The guidelines for this program are available on [my.heritageacademies.com](http://my.heritageacademies.com). Search Term: "Talent Patrol."

### **Personnel Records**

We will utilize NHA's personnel records policy, which states: Employees may review their personnel records at reasonable intervals during regular business hours. All requests to inspect records must be made in writing to the People Services Department. The written request must include the employee's name, date of request and signature. A member of the People Services Department will reply to the employee no later than seven (7) days after the request has been received. If copies of a file are requested by the employee, the People Services Department will comply as soon as possible.

If an employee disputes information in his/her personnel file, that employee should bring his/her concerns to the attention of a People Services Representative for review. If the information is not removed or corrected by mutual agreement, the employee may submit a written statement explaining his/her position.

An employee's personnel file may be subject to requests for information under various state laws (i.e., Freedom of Information Act). NHA, at the request of the school's Board, may provide requested information. An employee will be notified prior to NHA complying with any request for information.

### **Criminal Convictions**

Employees who have been charged, convicted, or pled guilty or no contendere (no contest) to any crime must report in writing to NHA's People Services Department within 3 business days of the action. Failure to timely disclose this information may result in discipline, up to termination from employment.

### **Hiring of Relatives**

Relatives of persons currently employed by NHA may be hired only if they will not be working directly for or supervising a relative. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is of a romantic nature or is similar to that of persons who are related by blood or marriage.

This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. Employees cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned must immediately report the relationship to the People Services Department. The individuals involved will be allowed to decide who is to be transferred or separated from employment, if no other position is currently available. If that decision is not made within thirty (30) calendar days, management will make the decision. We also will avoid situations where the nature of an employee's job could place that employee in an awkward position if relatives were employed in an area or function over which the employee has influence.

In other cases where a personal conflict, conflict of interest or the potential for any conflict arises, even if there is no supervisory relationship involved, the parties may be reassigned, not hired or terminated from employment.

### **Personal Appearance**

NHA prides itself in being a team of professionals dedicated to serving our students, parents, school staffs, and guests. Therefore, you are expected to maintain a personal appearance that is appropriate to the work being performed and consistent with the professional image of NHA. Each school/location may have specific guidelines for attire. Consult your manager if you have questions as to what constitutes appropriate attire.

### **Attendance and Punctuality**

NHA expects employees to be reliable and punctual in reporting for scheduled work. In those instances when an employee cannot avoid being late to work or are unable to work as scheduled, the employee must notify his/her Principal/manager as soon as possible in advance of the anticipated tardiness or absence.

Absenteeism or tardiness that is unexcused or excessive in the judgment of NHA will lead to counseling with the goal that attendance will improve. If attendance does not sufficiently improve, corrective action will be taken, up to and including termination from employment.

Unexcused or unreported absences of three consecutive days will be considered a voluntary resignation. An employee also may be separated from employment if he/she is absent from work for any reason for a period of one year from his/her last day worked.

### **Religious Accommodation Policy**

NHA is not affiliated with any particular religion or religious group. NHA recognizes the right of its employees to hold and practice or to not hold and/or practice religious beliefs. Religious freedom is a founding principle of our nation. It requires a careful balancing of interests and can only be accomplished through mutual respect and trust. NHA does not make it a condition of employment for an employee to honor or practice any particular religious belief, but will accommodate an employee's bona-fide and sincerely held religious beliefs to the extent such accommodation does not constitute an undue hardship on the organization due to the needs of our students. If an employee needs to request a religious accommodation, he/she should contact his/her supervisor and the People Services Department. If he/she is requesting time off from work for religious observance, he/she must submit his/her request as far in advance as possible so as to limit the inconvenience and hardship on the organization. If the need for time off or any other religious accommodation is not readily apparent, NHA may require additional information to substantiate that the need is based on a bona-fide and sincerely held religious belief. NHA does not need to accept an employee's preferred accommodation if there is an alternative accommodation that resolves the conflict and is less burdensome to the organization. Time off for religious observance will normally be without pay, although employees may utilize vacation time (if available) if they wish to be paid for their time off. Questions regarding this policy should be directed to the People Services Department.

### **Personal Data Changes**

Employees are responsible to promptly notify NHA's People Services Department of any changes in personal information. Employees can access and update personal information by logging in to Lawson Employee Self-Service, which is an on-line portal used by NHA. Personal mailing addresses, telephone numbers, change in marital status, number and names of dependents, individuals to be contacted in the event of an emergency and other such personal information should be accurate and current at all times. Employees are also responsible for keeping their files up to date on educational accomplishments and licensure by faxing or mailing materials to the People Services Department.

### **Pre-Employment Personnel Paperwork**

Upon acceptance of a job offer and prior to beginning work, all newly hired and rehired employees must accurately complete the new hire paperwork provided with the offer letter and submit the required pre-employment documentation to the People Services Department. Pre-employment documentation may include official education transcripts, original versions of credentials (e.g. teacher certificate, license, permit, ASHA), test results, and release of information forms. In addition, all employees are required to provide acceptable documentation demonstrating the eligibility of their dependents that are enrolled or are requesting enrollment under the health plans.

Employees should be prepared to provide proof of U.S. citizenship or eligibility to work in the U.S. and to complete and certify accuracy of the Employment Eligibility and Verification Form (Federal Form I-9) within three days of hire.

### **Reference and Background Checks**

The employment verification process includes criminal history background checks in addition to reference checks. Employees are required to submit fingerprints in accordance with applicable state law prior to beginning work. All offers of employment are contingent upon satisfactory results of these employment screening processes. NHA reserves the right to periodically update the background check records for employees. Failure to complete a fingerprint background check in accordance with state law or receipt of an unsatisfactory result may result in termination of employment.

### **Licenses and Certifications**

Employees are required to obtain and maintain credentials such as licensure or certification, education, endorsements, professional development and/or professional test for their position. Employees should begin renewal of credentials early. Failure to obtain the appropriate credentials in a timely manner may result in an unpaid administrative leave and/or termination of employment. Employees may contact People Services for questions or may refer to the Department of Education for their state's specific requirements.

### **Tobacco-Free Environment**

In keeping with NHA's intent to provide a safe and healthy work environment, smoking and the use of tobacco products is prohibited throughout our buildings and on NHA's grounds.

### **Weather Emergency**

NHA cancels normal operations only in the most severe weather conditions. It is important that employees schedule enough time to arrive at work safely and on time. If a decision is made to close down operations, an announcement will be aired over local radio/television stations or other methods such as School Reach calls.

### **Investigations**

Like all companies, our success is threatened by drug use, theft, vandalism, or other wrongful activities. It is our obligation to resolve such problems as quickly and as accurately as possible. To do this, NHA may find it necessary to conduct an investigation. Investigations protect both the employee and NHA.

NHA investigates in a reasonable manner to determine whether any employee has engaged in conduct warranting disciplinary action, up to and including termination from employment. Every employee (as a condition of employment) is expected to fully cooperate in any investigation, which may include

questioning, a search of the employee's person, or search of personal property. Personal property may include, but is not limited to, purses, lockers, packages, lunches, or any other container brought on NHA's grounds. NHA also maintains the right to search any vehicle brought onto NHA premises. Please do not bring personal items to work that you are unwilling to have your manager see. An employee's failure to fully cooperate in an investigation may result in termination from NHA.

### **Personal Property**

NHA provides all essential items required to perform your duties. Any personal property which is brought onto NHA's premises, including briefcases, personal calculators and computers, personal radios, etc., is solely at the employee's own risk. Therefore, employees should take necessary precautions to protect their personal effects from theft, loss, or damage while at work or traveling on NHA business.

### **Sexual and Other Unlawful Harassment**

NHA is committed to providing a work environment that is free from discrimination and unlawful harassment.

Prohibited harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, national origin, age, disability or any other legally protected characteristic, as set forth in the Equal Employment Opportunity Policy, or that of his/her relatives, friends, or associates that:

- Has the purpose or effect of unreasonably interfering with an individual's work performance
- Otherwise adversely affects an individual's employment opportunities
- Harassing conduct includes, but is not limited to, the following:
- Epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts that relate to a protected characteristic
- Written or graphic material in the workplace that insults or shows hostility or aversion toward an individual or group because of a protected characteristic

In addition to the above types of harassment, sexual harassment is a particularly offensive type of conduct that will not be tolerated in the workplace. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made a condition of an individual's employment
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct unreasonably interferes with work performance or creates an intimidating, hostile or offensive work environment

Harassment in general, and sexual harassment in particular, of an employee within the definitions outlined above is viewed by NHA as a serious offense and will be dealt with accordingly.

NHA will use its best efforts to deal with harassment of our employees by non-employees such as parents, service persons, delivery persons and sales persons. Likewise, complaints that employees, while on NHA business, are harassing or sexually harassing the employees of our customers, vendors, etc., will be taken seriously and dealt with in the same manner as if all parties are employees.

Employees who believe they are being subjected to harassment or sexual harassment should immediately notify their manager. It is the responsibility of the manager to contact the People Services Department, which will take prompt and necessary steps to investigate the matter. If the harassment situation involves an employee's manager or an employee is uncomfortable notifying his/her manager, the employee should contact a member of the Employee Relations team at (616) 222-1700. Appropriate action will be taken based on the results of the investigation. In situations where the employee is dissatisfied with the action taken, successive levels of management should be notified of the problem, up to and including the CEO of NHA. To the extent possible, NHA will maintain the confidentiality of the persons involved in such complaints.

NHA prohibits any form of retaliation against an employee for filing a bona fide complaint under this policy or for assisting in an investigation. However, if after investigating any complaint of harassment or unlawful discrimination, we determine that an employee has provided false information; disciplinary action, up to and including termination of employment, may be taken against that person.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination from employment.

### **Drug-Free Environment**

NHA maintains a drug and alcohol-free workplace. Employees who use illegal drugs or misuse alcohol or legal drugs present a potential safety risk to themselves, students, fellow workers and the public. Moreover, the possession or effects of drug and alcohol abuse impairs our ability to provide quality education for students and to provide role models of good citizenship.

This policy prohibits the following:

- Possession, use, transfer, or sale of prohibited substances while on NHA premises or NHA time
- Being under the influence of a prohibited substance on NHA premises. "Under the influence" of alcohol means that a person has an alcohol concentration of .02 or more on NHA time or NHA property. "Under the influence" of an illegal drug or controlled substance without a valid prescription means any detectable level of the prohibited substance in an employee's system
- Storing any prohibited substance in a desk, vehicle, or other place on NHA property
- A conviction under any criminal law involving alcohol for a violation that happened on NHA time or NHA premises, or a conviction under any criminal drug law
- Transfer or sale of illegal drugs or controlled substances, regardless of whether on NHA time or NHA premises

A "prohibited substance" is alcohol, illegal drugs, under either federal or state laws, prescription drugs not validly prescribed, or any substance that affects your ability to safely or competently perform your job.

To the extent permitted by law, NHA may require a drug and alcohol screen under the following conditions:

- If your conduct causes NHA to have a reasonable belief that you are under the influence of alcohol and/or drugs; or
- When you are involved in a workplace accident or are injured on the job and the circumstances raise a belief that impairment contributed to or caused the accident/injury; or
- NHA has a reasonable belief that you are in violation of this policy; or

- As part of a random drug testing program (but only after written notice of such program has been provided to affected employees).

Drug testing may involve hair, urine, saliva or any other recognized testing method. If you refuse to sign a test consent form, delay or obstruct the testing process, or refuse to be tested, you will be considered insubordinate and will be terminated from employment. Attempts to alter or substitute a test sample also will result in termination from employment. Also, you and your vehicle, lunches, personal effects, desks or similar areas may be searched while on NHA premises.

“Reasonable belief” is a belief based on observed, specific, objective facts (i.e. disposition, appearance, behavior, speech, odor) where the inference to be drawn under the circumstances is that the person is under the influence of drugs or alcohol. It also means receiving information from an employee, law enforcement, security personnel or other source believed to be reliable.

Violation of this policy will result in disciplinary action, up to and including termination from employment, and may result in criminal prosecution. Any illegal drugs found will be turned over to the appropriate law enforcement agency.

Under the Drug-Free Workplace Act, an employee who performs work under a government contract or grant must notify NHA of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five (5) days of the conviction.

### **Solicitation**

To maintain a productive work environment and to prevent inconvenience to others, persons not employed by NHA may not solicit or distribute literature on NHA’s premises at any time for any purpose.

NHA recognizes that employees may have interests in events and companies outside the workplace. However, to operate efficiently, solicitation within NHA’s facilities or on NHA’s grounds is restricted. You may not solicit or distribute printed or electronic material concerning these activities during work time. (Work time does not include lunch periods, work breaks, or any other periods in which employees are not on duty. Work time does include the work time of both the soliciting employee and the employee to whom it is being directed.) Employees may not solicit in work areas at any time. (Work areas include classrooms, offices, halls, aisles, or other areas where work is performed. They do not generally include staff lunchrooms or break areas.)

In addition, bulletin boards maintained by NHA are to be used only for posting or distributing material directly concerning NHA business. All employees are expected to check these bulletin boards periodically for new and/or updated information. Employees are not to remove material from the bulletin boards. All postings must be approved by your Principal or the People Services Department.

### **Copyright Compliance**

NHA recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized copying or use of audio visual or printed materials and computer software, unless the copying or use conforms to the "fair use" doctrine.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is allowed for such purposes as criticism, comment, news reporting, teaching, scholarship, or research as long as four standards are met:

- The use must be for such purposes as teaching and must be nonprofit.
- You may make single copies of the following for use in research, instruction or preparation for teaching: book chapters; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals, or newspapers.
- In most circumstances, copying the whole of a work is not considered fair use; copying a small portion may be if these guidelines are followed.
- If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

While NHA encourages its staff to enrich learning programs by making proper use of supplementary materials, it is your responsibility to abide by NHA's copying procedures and obey the requirements of the law. In no circumstances will it be necessary for staff to violate copyright requirements to perform their duties properly.

Any staff member who is uncertain as to whether reproducing or using copyrighted material complies with NHA's procedures or is permissible under the law should contact their school's Library/Technology Specialist, Principal or Manager. Assistance in obtaining proper authorization to copy or use protected material when such authorization is required can be provided.

### **Conflicts of Interest**

We are committed to maintaining high standards of ethical business practices. "Conflicts of interest" arise when the personal interests of an employee influence, or appear to influence, that person's ability to act in NHA's best interests and those of the school at which the NHA employee works. For example, an employee must not accept payments or other favors that might be regarded as placing oneself under some obligation to a vendor or customer who deals or wants to deal with NHA.

Also, outside activities such as a second job or self-employment, must be kept totally separate from employment with NHA. Any activity or personal financial interest that could adversely affect the objectivity of an employee's judgment could also interfere with the performance of ones duties and responsibilities. Therefore, an employee must not have a position with, or financial interest in, another business that interferes with NHA's duties or responsibilities. An employee must disclose to his/her manager any financial interest in, or position with (including work as a consultant or advisor), any competitor of NHA. No outside activity (such as volunteer work) should involve NHA's name or its employees, or be performed during working hours without the authorization of your manager and a member of the People Services Department.

### **Policy Regarding Use of Social Security Numbers**

NHA obtains and uses a variety of confidential information in the conduct of its business. This includes documents and other records containing Social Security Numbers. Any and all documents and records containing Social Security Numbers must be obtained, used, and disclosed only for legitimate business reasons. Such documents and records must also be treated as confidential, which means they must be retained in secured areas or files, password protected when stored on computers, disclosed only to

authorized persons, and destroyed at an appropriate time and in an appropriate manner consistent with NHA's policies and procedures and other legal requirements. Employees who obtain, use, or disclose Social Security Numbers for improper, unauthorized, or illegal reasons are subject to discipline or termination from employment, as well as potential criminal or civil prosecution. For additional information, please see your supervisor or contact the People Services Department.

### **Confidentiality Policy**

Student/Employee-related records and information are confidential and must not be discussed away from the premises or within hearing distance of any uninvolved third party. Information about students, their problems or their personal lives must be kept completely confidential. Certain financial and other school information is also confidential. Confidential information must be properly shredded when discarded.

*Discussions with Parents.* When talking with a parent about a student matter, employees are to do so in such a way that others will not overhear the conversation.

*Student Records-FERPA.* To protect the privacy of students, employees will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) which is a Federal law that protects the privacy of student education records. FERPA applies to schools that receive federal education funds and non-compliance can result in the loss of those funds. Information is also available at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

Examples of confidential education records include student registration forms, graded papers, student information displayed on a computer screen and social security numbers linked to names. Employees who work around education records must keep this information secure and protect the rights of students. Confidential information about students must be kept where others will not see it. Information contained in a student's records should only be revealed to that student or his/her parents.

If you have questions about the requirements of FERPA, you should contact the Legal & Compliance Department.

### **HIPAA - Notice of Privacy Practices**

The Health Insurance Portability and Accountability Act (HIPAA) contains provisions that allow employees/dependents who declined NHA health insurance coverage because they had other coverage to enroll in NHA's health insurance plans within 30 days if the other coverage is terminated under certain conditions. Also, employees covered by NHA's health insurance who separate from NHA will be able to obtain a certificate proving they had health insurance coverage. Future employers may need this certificate to administer the employee's new coverage.

HIPAA also establishes certain privacy rights regarding employees' personal health information. Detailed information is contained in the HIPAA Notice of Privacy Practices, located on NHA's internal site, Compass. The HIPAA Notice of Privacy Practices and related regulations and policies are also available from the People Services Department or the NHA benefits website.

### **Genetic Information Non-Discrimination Act**

The Genetic Information Non-Discrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or

family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. Genetic information as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **Social Media Policy**

Social networking (meaning the use of social media websites such as Facebook, MySpace, YouTube, Twitter and other websites, blogs, chatrooms or computer based forums that allow users to post comments and share information) is a way for you to share knowledge and express your creativity. However, it is important to remember that because NHA manages schools, there are limitations on what you may share. Employees must protect the privacy rights of students and follow all FERPA requirements.

#### *Social Media for Educational Purposes*

NHA permits the use of certain social media websites as an educational tool. Only those sites preapproved by NHA may be used in the classroom or for educational purposes. If you choose to use the authorized social media websites for educational purposes, you should remember that all online communications may be stored and monitored. You should conduct yourself on educational websites in the same manner that you are required to conduct yourself while at work.

#### *Social Media for Personal Purposes*

It is inappropriate to use social media for personal purposes during business hours. NHA has the capability and reserves the right to monitor, access, review and copy any information stored on or transmitted using NHA hardware, software or other computer systems. Therefore, you should not expect that the information stored in or sent through NHA systems to be private. In addition NHA may monitor or review any information posted on publicly available social media sites. NHA reserves the right to disclose any computer storage media, messages or documents produced, sent or received by you on NHA time or using NHA equipment to law enforcement or regulatory agencies without any prior notice.

If you choose to engage in social media, on your own time, and not using NHA equipment, you should keep certain guidelines in mind to protect your personal reputation and meet your obligations under FERPA. Those guidelines are explained in more detail in the NHA Social Media Policy.

#### *Responsibility*

While on NHA time or while using NHA equipment you are responsible to ensure that you use social media in an appropriate and productive manner. Failure to comply with NHA's Social Media Policy may result in loss of technology privileges or disciplinary action up to and including termination of employment. In addition, your conduct and/or actions that prove to be unlawful or illegal may result in personal liability.

This is merely a brief description of the Social Media Policy. To obtain a full copy of the policy, please contact the People Services Department or visit [my.heritageacademies.com](http://my.heritageacademies.com).

### **Electronic Monitoring Policy**

NHA may conduct electronic monitoring to promote the safety and security of students and staff, to protect school property, to prevent unlawful activities, and to enforce school policies. In addition, NHA may use electronic monitoring of teachers and other school staff for educational and instructional purposes. All electronic monitoring will comply with applicable federal and state laws.

School employees are prohibited from using electronic monitoring devices without prior written approval of their principal.

This is merely a brief description of the Electronic Monitoring Policy. To obtain a full copy of the policy, please contact the People Services Department or visit [my.heritageacademies.com](http://my.heritageacademies.com).

## **Rules of Conduct**

### *Working Together*

NHA expects high standards of conduct and performance from all employees. Behavior or performance that is below these standards may result in disciplinary action, up to and including termination from employment, as appropriate. In addition to the policies contained in other sections of this Handbook, the standards listed below represent examples of situations that may occur. NHA may take disciplinary action, up to and including termination of employment, as deemed appropriate if circumstances arise which are not specifically covered by this Handbook.

Violations of the following policies are so serious that, following a thorough investigation, they could result in corrective action up to and including termination from employment for the first offense:

- Violence or Threat of Violence – including deliberate property damage, threatening conduct or fighting.
- Dangerous Behavior – carrying weapons; using, possessing or distributing intoxicants or illegal drugs; reporting to work under the influence of intoxicants or illegal drugs; refusing to take a drug or alcohol screen when requested; failing to report a work related injury.
- Dishonesty/Unethical Behavior– theft or concealment of stolen property; falsifying NHA records or any employment-related information; originating or spreading false statements concerning employees or NHA; unauthorized disclosure of confidential information.
- Inappropriate Business Behavior – gambling; abusive, profane, or threatening language; insubordination; violation of discrimination or harassment policies; misuse of confidential information; conducting personal business during work time; excessive absenteeism or tardiness; showing disrespect for co-workers; improper use of NHA technology or other NHA resources.

### *Corrective Action*

Corrective action ranges from a documented verbal reminder to immediate termination from employment, depending on certain factors, including, but not limited to, the seriousness of the violation and whether it is a first violation or a recurrence. NHA may suspend an employee from work while investigating a situation to determine the appropriate course of action.

A violation of policy or standards may lead to one of the following disciplinary actions, according to the seriousness of the violation:

1. Documented Verbal Reminder - Your manager will meet with you to discuss a problem with your performance or business behavior. This will be documented in your personnel file.
2. Written Warning - Your manager will put a performance or behavioral issue in writing. This will be reviewed with you. Corrective actions will be discussed. Both you and your manager will sign the written warning. The written warning may include a suspension from work.

3. Final Written Warning - If your performance or behavior does not improve and you have not taken the appropriate action to address the issues, a final written warning will be given. This will be reviewed with you. Corrective actions will be addressed. Both you and your manager will sign the final written warning. The final written warning may include a suspension from work. This is the last step prior to termination from employment.
4. Termination from Employment - Some policy violations may result in immediate termination from employment without any prior warnings.

In addition, in the event of unacceptable or insufficient job performance, NHA may provide coaching or a performance improvement plan to the employee.

NHA has no obligation to use any one or more of these forms of discipline prior to discharging an employee. Any or all of these disciplinary actions may be omitted as NHA deems appropriate, in its sole discretion. Nothing in this policy changes or modifies the at-will employment status of employees.

### **Communications**

#### *Information Technology*

NHA makes available a variety of technological resources to support learning and enhance our business. The technology hardware and systems are provided to employees to carry out NHA's business. These systems are to be used for legitimate business-related purposes. This technology is not to be used for personal purposes, except on the employee's personal time with use limited to appropriate recreation, education, and training. It is inappropriate to use these resources for non-business related activity such as: transmission of chain letters (regardless of intent), unauthorized games, operating a business, soliciting money, using the Internet for personal gain, disseminating confidential NHA information, gambling, or engaging in any other activity in violation of any law or NHA policy. Also, inappropriate or offensive messages, such as racial or sexual slurs, are strictly prohibited.

To properly manage NHA and school technology, NHA has the capability to and reserves the right to access, review, copy, modify, and delete any stored or transmitted information. Therefore, employees should not expect that the information stored in or sent through these systems is private. NHA reserves the right to disclose any computer storage media, messages or documents produced, sent or received by employees to law enforcement officials without any prior notice to the employee.

To protect the security of NHA technology systems and confidential student and employee data and records, employees are not to disclose their passwords to others and are not to use an unauthorized password or other means to gain access to the computing resources, e-mail or voice mail of others.

NHA respects all computer software copyrights and adheres to the terms of its software licenses. Therefore, employees may not duplicate software or give software to anyone (including contractors, customers, and other third parties) without prior approval of the Information Technology Services Department. Employees should not accept copies of any software programs from other employees without the approval of the Information Technology Services Department. For laptop and tablet users, all data files integral to the operations of NHA are to be stored on network drives.

We all have the responsibility to ensure NHA assets are used in an appropriate and productive manner. Violations of our information technology policies may result in loss of technology privileges, disciplinary action and/or prosecution.

This is merely a brief description of the Technology – Employee Acceptable Use Policy. To obtain a full copy of the policy, please contact the Information Technology Services Department.

#### *Outside Requests for Information*

Any outside requests for information about NHA from research firms, other companies, the news media, consultants, etc. should be directed to the Admissions Department before any information is given. This helps us maintain consistency on important communications, ensures that accurate information is given for those matters appropriate for public knowledge, and minimizes the risk of releasing proprietary or confidential information.

#### *Problem Solving Procedure*

NHA encourages open, honest communications to ensure trust between you and your manager. Occasionally problems, concerns, or questions may arise during normal operations. In most cases, your manager will be able to promptly answer questions and assist you in resolving problems or concerns. However, if you believe that your manager has not addressed a problem or concern properly or promptly, or that you have been treated unfairly, you should make use of the following procedure:

- Step 1: You should first have a frank discussion with your manager. The manager has a responsibility to answer questions, solve problems and address concerns as they arise. However, without this initial contact, managers may not even be aware that a problem or concern exists.
- Step 2: If the problem cannot be resolved with your manager, or if the problem involves the manager and you feel uncomfortable raising the issue with him/her, then you should contact your Director of School Quality, Department Head or a People Services Representative to seek help in resolving the issue.
- Step 3: If the problem remains unresolved or you feel uncomfortable raising the issue with the level of management in Step 2, you may contact management at any level in the organization. While you are encouraged to start with your local managers, you may take a concern as far up the reporting structure as you need to, including the CEO or Chairman of the Board.

#### *Health and Safety-Employee Injuries*

If you are injured during or as a result of your work at NHA, you should report the incident immediately to your manager. Providing immediate notice to the appropriate individual is your responsibility. You will complete an Employee Injury Report and submit it to the People Services Department within 24 hours. The Employee Injury Report can be found on Compass.

Time off for a work-related accident or illness may be covered by the FMLA or Unpaid Personal Leave policies. An employee may not collect wages from NHA and NHA's workers' compensation insurance agency for time missed due to an injury. If for any reason the employee does collect wages from NHA and the workers' compensation insurance agency, simultaneously, the employee may be required to reimburse NHA for these wages.

Failure to report a work-related injury or illness within 24 hours could result in the denial of workers' compensation benefits.

Injuries that result from an activity that is social or recreational are not normally considered work-related. Injuries that occur during these activities and need medical attention should be handled through your health insurance.

### *Blood borne Pathogens*

While it is unlikely that you will ever be exposed to blood while at work, it is important to know that blood and other body fluids can transmit serious infectious diseases. NHA has a Blood borne Pathogens Control Program that provides training to certain individuals. These trained persons know how to safely clean up blood or other body fluids. If you should ever encounter blood or other body fluids at work, please stay clear and advise your Principal/manager, nurse, or other appropriate leader. If at any time you come into direct contact with blood or other body fluids, immediately wash the area with soap and water, and contact the Facilities Department for further information.

### *Workplace Violence*

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. You are required to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Weapons (guns, knives, etc.), explosives, and other dangerous or hazardous devices or substances are prohibited on NHA's property.

Conduct that threatens, intimidates, or coerces another employee, student, or member of the public at any time, including off-duty periods, will not be tolerated. Any threatening statement or gesture will be interpreted as intent to carry it out. It will not be a defense that you were only joking, fooling around, or engaging in horseplay. Similarly, veiled threats will not be tolerated. Corporal punishment of students in our schools is strictly prohibited. Our schools have a Student Code of Conduct and disciplinary procedures that must be followed at all times.

All threats of (or actual) violence, both direct and indirect, should be reported immediately to your manager. This includes threats by employees, as well as threats by students, parents, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities also should be reported immediately to your manager.

NHA encourages you to bring your disputes or differences with other employees to the attention of your manager before the situation escalates into potential violence.

### **QUALIFICATIONS REQUIRED FOR INDIVIDUAL POSITIONS:** (G.S.115C-238.29F(e))

List the qualifications and appropriate licenses that each position must have to perform the job function(s). Describe the plan to meet the licensure requirements for teachers and paraprofessionals as prescribed by state law and No Child Left Behind. If individuals have already been identified for specific positions, please provide their qualifications and/or resumes in the appendices.

A list the qualifications and appropriate licenses that each position must have to perform the job function(s) is included below, consistent with NHA's model.

#### *Principal Qualifications:*

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* - Master's degree or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- *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, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

- *Mathematical Skills* - Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- *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.

The principal will be dedicated to achieving our mission of preparing every child for success in high school, college and life. He or she must hold the unwavering belief that all children can and will learn given the right opportunities. Qualified applicants for our School will have a proven track record of achieving significant rates of student growth. Strong leadership and management skills are also required as is the ability to provide instructional support to teachers. To these ends, the principal must be committed to and capable of developing school culture, promoting student achievement, and implementing seamless school operations.

#### *Staff Qualifications*

A rubric developed by NHA will be used to evaluate candidates for faculty and staff roles. These criteria will include checks to ensure that applicants meet certification requirements and are highly qualified for the positions of interest to them. Candidates who pass this initial screen will progress to a phone interview during which they will be evaluated for the following competencies:

- Commitment to Excellence
- Perseverance
- Emotional Intelligence
- Growth Mindset (ability to accept and learn from feedback)
- Management of Stress

These five (5) competencies have been identified through research as key predictors of success in the classroom. Based on the results of the phone interview, the top two or three candidates will be sent to the school administration for further evaluation and selection.

#### *Dean Qualifications*

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position.

- *Education and/or Experience* - Bachelor's Degree and a minimum of 3-5 years experience in teaching or administration; or equivalent combination of education and experience.
- *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, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or board of directors.
- *Mathematical Skills* - Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

- *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.
- *Certificates, Licenses, Registrations* - Teaching license and administrative certification as determined by state requirements.

*Teacher Qualifications*

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals' specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

*Special Education (Exceptional Children) Teacher Qualifications:*

- Students with Disabilities teaching certificate
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

*Registrar Qualifications:*

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to comply with a School's Admissions Policies and Procedures, as well as all enrollment-related policies of the state, federal government, and authorizer.

*Instructional Aide Qualifications:*

- Must be a high school graduate or equivalent with appropriate attained college credit or equivalent
- A minimum of 2 years of college experience (equivalent of an Associate's Degree)
- Successful completion of Praxis I test or ACT WorkKeys proficiency exam
- Be recommended by an administrator who has supervised the work of the aide for at least 1 year
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs

- Demonstrated ability to adapt to differences and changes in characters of students, programs, leadership, staff, and community

### **ENROLLMENT**

Provide a plan indicating how the school will reasonably reflect the 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-238.29F(g)(5))

The proposed school will abide by the charter school legislation, G.S. 115C-238.29F(g)(5), as stated below:

*A charter school shall not discriminate against any student on the basis of ethnicity, national origin, gender, or disability. Except as otherwise provided by law or the mission of the school as set out in the charter, the school shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.*

In its 2009-10 Annual Report, the Chapel Hill-Carrboro City Schools stated the following demographic make-up of its students:

- 62.1% White
- 6.9% Hispanic
- 17.8% African-American
- 9.1% Asian
- 3.8% Multiracial

In order to attract a student population that reasonably reflects the demographic composition of Chapel Hill-Carrboro community outlined above, we will implement the following community outreach plan:

- Place advertising and have applications available in Spanish, Korean, and Mandarin
- Place an open enrollment notice and invitation to a parent meeting in publications in languages other than English, indicating that all students who have English as a second language will be served
- Hold an information meeting for families who have children with special needs to discuss the Special Education program at the school, as well as answer parents' individual questions
- Purchase a direct mail list of families with children living within a three-mile radius of the school
- Send multiple mailings containing school brochures and information on upcoming parent meetings
- Establish a toll-free phone number that will give parents the opportunity to ask questions, learn about the curriculum, school programs and upcoming events
- Invite the community to an open house at the school when the building is complete
- Participate in community events such as the Carrboro Day in May, the Children's Easter Egg Hunt at Homestead Park, Chapel Hill, the Greek Festival in Chapel Hill in May, the 4th of July Celebration in Chapel Hill, the Festifall Street Fair, the Chapel Hill Preschool Fair in October, and the Juneteenth Celebration at the Hargrove Community Center

**The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any particular level.**

*For the first two years the State will fund the school up to the maximum projected enrollment for each of those years as set forth and approved in the projected enrollment tables. However, in subsequent years, the school may increase its enrollment only as permitted by G.S. 115C-238.29D(d), that is, an increase of 20% per year based on the previous year's enrollment. Any increase above 20% must be approved by the State Board of Education in accordance with G.S. 115C-238D(d).*

**PROJECTED ENROLLMENT  
2012-13 through 2016-2017**

IDENTIFY LEA FROM WHICH  
STUDENTS WILL PROBABLY COME

List LEA #1 – Chapel Hill-Carrboro

List LEA #2 – Orange County

List LEA #3 – \_\_\_\_\_

<u>GRADES</u>	2012-2013			2013-2014			2014-2015			2015-2016			2016-2017		
	LEA 1	LEA 2	LEA 3												
Kindergarten <b>K</b>	<u>68</u>	<u>7</u>	_____												
First <b>1</b>	<u>73</u>	<u>8</u>	_____												
Second <b>2</b>	<u>70</u>	<u>11</u>	_____												
Third <b>3</b>	<u>70</u>	<u>11</u>	_____												
Fourth <b>4</b>	<u>70</u>	<u>11</u>	_____												
Fifth <b>5</b>	<u>70</u>	<u>11</u>	_____												
Sixth <b>6</b>	_____	_____	_____	<u>70</u>	<u>11</u>	_____									

PROJECTED ENROLLMENT 2012-13 through 2016-2017 (continued)

		2012-2013			2013-2014			2014-2015			2015-2016			2016-2017		
		LEA	LEA	LEA	LEA	LEA										
		1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Seventh	7	—	—	—	—	—	—	70	11	—	70	11	—	70	11	—
Eighth	8	—	—	—	—	—	—	—	—	—	70	11	—	70	11	—
Ninth	9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Tenth	10	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Eleventh	11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Twelfth	12	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
	LEA Totals	421	59	—	491	70	—	561	81	—	631	92	—	631	92	—
	Overall Total Enrollment	480			561			642			723			723		

Budget: Revenue Projections 2012-13 through 2016-2017

INCOME: REVENUE PROJECTIONS	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
--State ADM Funds	<u>\$2,301,660</u>	<u>\$2,690,060</u>	<u>\$3,107,160</u>	<u>\$3,531,720</u>	<u>\$3,564,980</u>
--Local Per Pupil Funds	<u>\$1,491,750</u>	<u>\$1,743,580</u>	<u>\$1,995,420</u>	<u>\$2,247,250</u>	<u>\$2,247,250</u>
--Federal Funds	<u>\$132,500</u>	<u>\$156,200</u>	<u>\$178,800</u>	<u>\$201,300</u>	<u>\$201,300</u>
--Grants*	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
--Foundations*	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
--Private Funds*	<u>\$29,200</u>	<u>\$34,200</u>	<u>\$39,100</u>	<u>\$44,000</u>	<u>\$44,000</u>
--Other Funds*	<u>\$971,550</u>	<u>\$288,220</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL INCOME</b>	<u>\$4,926,660</u>	<u>\$4,912,260</u>	<u>\$5,320,480</u>	<u>\$6,024,270</u>	<u>\$6,057,530</u>
<p>*If you are depending on these sources of funding to balance your operating budget, please provide documentation, such as signed statements from donors, foundations, etc., on the availability of these funds.</p>					

Budget (continued): Revenue Projections 2012-13 through 2016-2017

<p><b>SHOW CALCULATIONS FOR FIGURING STATE AND LOCAL DOLLARS FOR THE PROPOSED CHARTER SCHOOL</b></p>	<p>See <a href="http://www.ncpublicschools.org/fbs/stats/index.html">http://www.ncpublicschools.org/fbs/stats/index.html</a>                  (OR Click on: Agency Website: Division of Financial Services, Reports and Statistics, Statistical Data)</p> <p>The formula for figuring these allotments can be found in the Resource Guide.</p>					
	Enrollment	480	561	642	723	723
	Adjusted \$/ADM - Chapel Hill-Carrboro	\$ 4,481.30	\$ 4,481.30	\$ 4,526.00	\$ 4,571.00	\$ 4,617.00
	Estimated Headcount - Children with Disabilities	41	48	55	62	62
	\$/Headcount	\$ 3,649.02	\$ 3,649.02	\$ 3,649.02	\$ 3,649.02	\$ 3,649.02
	State ADM Funds	\$ 2,301,660	\$ 2,690,060	\$ 3,107,160	\$ 3,531,720	\$ 3,564,980
	Enrollment - Chapel Hill-Carrboro (90%)	421	491	561	631	631
	\$/ADM Local (2010-11)- Chapel Hill-Carrboro	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00	\$ 3,096.00
	Enrollment - Orange County (10%)	59	70	81	92	92
	\$/ADM Local (2010-11)- Orange County	\$ 3,192.12	\$ 3,192.12	\$ 3,192.12	\$ 3,192.12	\$ 3,192.12
Local Per Pupil Funds	\$ 1,491,750	\$ 1,743,580	\$ 1,995,420	\$ 2,247,250	\$ 2,247,250	

Budget (continued): Expenditure Projections 2012-13 through 2016-2017

MAY BE AMENDED AS THE NEEDS OF THE SCHOOL DICTATE.

BUDGET EXPENDITURE PROJECTIONS	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
GS 115C-238.B(b)(5)					
<i>PERSONNEL</i> <u>2012-13</u>					
Total # of staff 31.0 FTE	\$1,267,300	\$1,484,600	\$1,677,800	\$1,897,000	\$1,958,700
--Administrator(s) 3.0 FTE	\$205,700	\$265,100	\$272,800	\$280,700	\$288,800
--Clerical 2.0 FTE	\$60,800	\$62,400	\$64,000	\$65,700	\$67,400
--Teachers 24.0 FTE	\$910,900	\$1,045,600	\$1,198,200	\$1,400,900	\$1,448,400
--Library Tech Specialist 1.0 FTE	\$35,300	\$36,200	\$37,100	\$38,100	\$39,100
--Guidance	\$0	\$0	\$0	\$0	\$0
--Teacher Assistants 0.8 FTE	\$16,200	\$33,300	\$51,400	\$53,000	\$54,600
--Custodian (service is contracted)	\$0	\$0	\$0	\$0	\$0
--Maintenance (service is contracted)	\$0	\$0	\$0	\$0	\$0
--Food Service (service is contracted)	\$0	\$0	\$0	\$0	\$0
--Bus Driver	\$0	\$0	\$0	\$0	\$0
--Other					
Social Worker 0.2 FTE	\$8,100	\$8,300	\$17,000	\$17,400	\$17,900
Recess Aides 0.6 FTE	\$12,400	\$15,300	\$18,400	\$21,700	\$22,400
Admissions Reps 0.4 FTE	\$17,900	\$18,400	\$18,900	\$19,500	\$20,100
<i>EMPLOYEE BENEFITS</i>	\$381,300	\$445,300	\$505,200	\$573,600	\$592,000
<i>STAFF DEVELOPMENT</i>	\$96,700	\$67,200	\$71,000	\$85,300	\$86,600
<i>STAFF RECRUITMENT AND RETENTION</i>	\$145,200	\$77,200	\$93,000	\$139,100	\$120,200
<i>MATERIALS AND SUPPLIES</i>	\$314,400	\$141,300	\$153,600	\$158,100	\$108,600
<i>TESTING MATERIALS</i>	\$24,800	\$24,500	\$28,100	\$39,500	\$39,700
<i>CURRICULUM DEVELOPMENT AND INTERVENTION SERVICES</i>	\$19,100	\$19,100	\$21,400	\$33,300	\$33,600
<i>OFFICE SUPPLIES</i>	\$18,100	\$19,100	\$22,100	\$25,300	\$25,800
<i>INSTRUCTIONAL EQUIPMENT</i>	\$105,400	\$110,300	\$116,400	\$122,600	\$123,700
<i>OFFICE EQUIPMENT</i>	\$18,800	\$26,100	\$27,500	\$29,000	\$29,400
<i>CONTRACTED SERVICES</i>	\$77,800	\$80,100	\$121,600	\$125,300	\$129,000
<i>TECHNOLOGY SERVICES</i>	\$95,600	\$96,900	\$104,700	\$139,400	\$141,700

Budget (continued): Expenditure Projections 2012-13 through 2016-2017

BUDGET EXPENDITURE PROJECTIONS	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
ADMINISTRATIVE SUPPORT	\$178,100	\$178,100	\$199,720	\$310,510	\$313,370
TRAVEL AND MEETINGS & MEALS	\$13,000	\$13,700	\$14,300	\$15,000	\$15,300
INSURANCE	\$10,800	\$11,100	\$11,400	\$11,700	\$11,800
UTILITIES	\$55,300	\$58,600	\$62,200	\$65,800	\$67,100
FACILITIES ACQUISITION	\$78,800	\$0	\$0	\$0	\$0
RENT	\$1,192,560	\$1,192,560	\$1,192,560	\$1,192,560	\$1,192,560
MAINTENANCE & REPAIR	\$119,400	\$123,100	\$101,500	\$119,100	\$120,800
CUSTODIAL	\$120,400	\$122,800	\$125,200	\$127,800	\$130,300
PROPERTY TAXES	\$125,200	\$127,800	\$130,400	\$133,100	\$135,800
TRANSPORTATION	\$0	\$0	\$0	\$0	\$0
MARKETING	\$94,800	\$90,900	\$95,600	\$130,800	\$128,000
PARTNER RELATIONS	\$72,000	\$72,000	\$80,800	\$125,600	\$126,700
FOOD SERVICE	\$198,300	\$225,700	\$253,100	\$280,500	\$281,300
LEGAL AND AUDIT	\$60,800	\$61,000	\$67,500	\$100,000	\$101,000
OTHER (FIELD TRIPS, DUES & FEES, BOARD EXPENDITURES)	\$42,700	\$43,200	\$43,800	\$44,300	\$44,500
<b>TOTALS</b>	<u>\$4,926,660</u>	<u>\$4,912,260</u>	<u>\$5,320,480</u>	<u>\$6,024,270</u>	<u>\$6,057,530</u>

**WORKING CAPITAL and/or ASSETS ON DATE OF APPLICATION**

Cash on Hand	\$0
Certificates of Deposit	\$0
Bonds	\$0
Real Estate	\$0
Capital Equipment	\$0
Motor Vehicles	\$0
Other Assets	\$0
<b>TOTAL</b>	<b>\$0</b>

**ADDITIONAL NOTES:** None.

**MARKETING PLAN** (GS 115C.238.29F(g)(1-7))

Marketing to potential students and parents is vital to the survival of a charter school. Reaching the full capacity for enrollment will be critical to obtain 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 GS 115C.238.29F(g) (1-7) carefully. Describe how the Board will market the school to all populations (including various community ethnic groups, teachers and other employees, and the general public) to ensure that the school fully complies with the State Statute to mirror the diversity of the local education agency.

Should we receive approval to operate, marketing efforts will intensify. A dedicated local Admissions Representative, with strong community contacts, will be hired to lead the marketing efforts including executing grassroots marketing and strengthening community relationships.

Grassroots efforts will include:

- Establishing relationships with community-based organizations such as: Grape Arbor Development Corporation, the Boys and Girls Club of Eastern Piedmont, Human Rights Center of Chapel Hill, Justice United in Community Effort, NAACP of Chapel Hill-Carrboro, Chapel Hill Mother's Club, Newcomers Club of Chapel Hill, Chapel Hill Community Center, Chapel Hill Parks and Recreation, and/or the Chapel Hill Public Library
- Distributing information about the school to local day cares and preschools including: Chapel Hill Daycare Center, KinderCare, Chapel Hill Cooperative Preschool, University Child Care Center, Childcare Matters, Our Playhouse Preschool, and Triangle Preschool.
- Connecting with clergy and distributing materials at churches such as: Chapel Hill Bible Church, Grace Life Church, St. Thomas More Church, Christ Church, Celebration Assembly of God

Our goal is to create broad awareness of the school throughout the local community. To this end, we will implement a marketing strategy that will include both traditional and non-traditional media.

This effort will include the placement of advertising utilizing outdoor and/or radio media several months prior to the school's opening including ads on WDCG-FM 105.1, WNNL-FM 103.9, WRAL-FM 101.5, WFXC-FM 107.1, WNNL-FM 103.9, and WQOK-FM 97.5 radio. Advertising will also include media outlets such as the Chapel Hill News, Chapelboro News, Black Ink, and the Carolina Parent. In addition, the local Admissions Representative and other school representatives will host monthly parent information meetings at a location convenient to the community. Parents will have the opportunity to learn more about the school's mission, design and overall academic program at these meetings.

Additionally, parents will be invited to various "onboarding" events where they will learn about the specifics of the curriculum, meet the principal and teachers, obtain information about the Character Development program and how they can be involved as partners in their child's education. These events will also have a social aspect where parents can come together as a community prior to the start of school.

In an effort to reach out to all potential students and parents, we will:

- Place advertising and have applications available in Spanish, Korean, and Mandarin
- Place an open enrollment notice and invitation to a parent meeting in publications in languages other than English, indicating that all students who have English as a second language will be served
- Hold an information meeting for families who have children with special needs to discuss the Special Education program at the school, as well as answer parents' individual questions
- Purchase a direct mail list of families with children living within a three-mile radius of the school
- Send multiple mailings containing school brochures and information on upcoming parent meetings
- Establish a toll-free phone number that will give parents the opportunity to ask questions, learn about the curriculum, school programs and upcoming events
- Invite the community to an open house at the school when the building is complete
- Participate in community events such as the Carrboro Day in May, the Children's Easter Egg Hunt at Homestead Park, Chapel Hill, the Greek Festival in Chapel Hill in May, the 4th of July Celebration in Chapel Hill, the Festifall Street Fair, Juneteenth Celebration at Hargrove Community Center, and the Chapel Hill Preschool Fair in October

A dedicated school website will also be developed that will include the following:

- Information about the school and curriculum
- Content about who we are, including vision and mission statement
- Profiles of the Board members, principal and teachers
- Links to the online student enrollment application form
- A referral/pass-along feature that will allow parents to tell others about the school
- Links to a "Contact Us" form to allow potential parents to ask questions
- A link to social media sites
- A schedule for upcoming parent meetings, open houses and community events
- Testimonials from parents and teachers of other NHA-managed schools
- Local news articles and stories about the new school and community
- School or principal newsletters with updates about school progress (opt-in e-mail opportunity)
- School building process – construction photos/video, dates
- Links to job openings for teachers and other staff positions

**SCHOOL AUDITS:**

**PROGRAM AUDITS:** GS 115C-238.29B(b)(6)

Describe the procedure and method for evaluating the overall effectiveness of the proposed charter school program as related to the mission of the school.

Assessment of the educational program begins with assessment of student performance—specifically student growth and student proficiency. Using the battery of instruments described in Section V, Question 6, as well as those listed below, the school will regularly report the instances and magnitude of academic growth for its students, comparing the evidence of growth at the school with the results from other schools around the country. Student proficiency and achievement gap rates will also be considered as the school tracks its performance. Lee Scholars will employ several definitions of proficiency: mastery on the EOG, above the 50<sup>th</sup> percentile of the NWEA national population of test takers, and meeting college academic readiness standards. By using several proficiency comparison points, the school can communicate to students their performance in the context of state expectations (EOG), national expectations (NWEA), and college academic readiness (ACT Explore).

Measures of student growth and proficiency are then rolled into school-level statistics. Once at the school level, further analysis may be required. For example, in order to understand proficiency, the school may employ both absolute proficiency and risk-adjusted goals, which accommodate the important context variables related to student achievement.

Lee Scholars will also evaluate the overall effectiveness of its educational program by formally soliciting feedback through a Parent Satisfaction Survey four times per year. The results will provide the school with the ability to continuously monitor parent feedback and take immediate action throughout the school year. The results will be utilized to identify areas for improvement and ensure parent satisfaction.

In the spring of each school year, NHA will confidentially administer employee surveys for faculty and staff in order to assess the effectiveness of its educational program from the employees' perspective. In addition, the staff of Lee Scholars will also be surveyed in the fall during its first year of operation. The average participation rate across NHA partner schools is 91%. Information will be gathered for a number of categories, including morale and overall satisfaction. Results will then be analyzed for any possible areas for improvement. This information will be shared with school leadership. The work environment will also be monitored through a formal employee exit interview process for employees who leave voluntarily. The response rate on this survey is 78%. This data will then be used to track possible staff concerns.

**FINANCIAL AUDITS:** GS 115C-238.29F(f)(1)

Describe the procedure and method for conducting an independent financial audit for the proposed charter school. Give the name of the firm approved by the NC Local Government Commission (GCC) that will conduct the audit. Include the complete mailing address, telephone number and fax number.

When selecting a firm to perform the audit, in addition to the requirement that the firm be approved by the GCC, the Board reviews qualifications and experience with auditing other charter schools, firm reputation, and the cost of the audit. The Board and the appointed auditor will enter into a contract approved by the GCC and will submit it to the GCC for review and approval. The annual audit will be completed and filed with the GCC and North Carolina Department of Public Instruction by October 31,

beginning with October 31 after the first year of operations. The audit will be conducted in accordance with Governmental Auditing Standards and will meet the specific compliance requirements set forth by the State of North Carolina.

After the Board has an approved charter contract, the Board will appoint Deloitte & Touche, which is approved by the North Carolina Local Government Commission. Their contact information is as follows:

Deloitte & Touche  
38 Commerce Suite 600  
Grand Rapids, MI 49503  
Phone: 616-336-7995  
Fax: 616-643-2133

**HEALTH AND SAFETY REQUIREMENTS** (G.S. 115C-238.29F(a))

Describe how the school plans to adhere to the requirements of the health and safety laws and regulations of the federal and state governments. Address how the proposed charter school will meet the following requirements:

- **Safety**

The health and safety of students, staff and visitors is an essential component of the school. The school will abide by all applicable health and safety laws and regulations. The school will set policies to ensure that the school is a safe and healthy place for all. The school will prepare and follow a building safety plan for emergency situations. In addition, all employees will be provided an employee handbook that outlines rules of conduct and health and safety issues.

Conduct that threatens, intimidates or coerces an employee, student or member of the public at any time, including off-duty periods, will not be tolerated. Any threatening statement or gesture will be interpreted as intent to carry it out. Similarly, veiled threats will not be tolerated. All threats of (or actual) violence, both direct and indirect, will be reported immediately. This includes threats by employees, as well as threats by students, vendors or other members of the public. All suspicious individuals or activities will also be reported immediately. All visitors to the school will be required to sign in at the office through Lobbyguard, a system that immediately cross checks a visitor's picture ID against a database of criminal offenders.

The school facility will comply with all applicable federal, state and local laws for fire safety including the Americans with Disabilities Act. The school will be accessible and accommodate students so that all can fully engage in the life of the school.

To maintain a healthy learning environment, students will be offered certain health screening services and will be required to provide evidence of required immunizations. To ensure the safe, secure and proper administration of medication to students, school staff will administer medications according to state requirements including obtaining proper permission, administration, record keeping, storage and training practices. Only those medications which are necessary to maintain the student in school and which must be given during regular school hours will be administered. All medications will require written permission, instructions and signature from the student's parent/guardian in order to be administered to the student at the school.

- **Immunization of Students**

No student shall be permitted to remain in school for more than thirty (30) days unless the student presents written evidence that he/she has been immunized by a method of immunization approved by the Department of Health or is in the process of being immunized. Parents may request in writing a medical or religious exemption from immunization requirements (form available in the office). The minimum complete immunizations are:

Dose	Vaccine	Important Notes
5 (possibly 6)	DTP, DTaP	Three (3) doses by seven (7) months and two (2) boosters— one (1) by nineteen (19) months and one (1) on or after fourth (4 <sup>th</sup> ) birthday A booster dose is required for students entering sixth (6 <sup>th</sup> ) grade if five (5) or more years have passed since the last dose.
4	Polio (IPV) (OPV)	Two (2) doses by five (5) months, third (3 <sup>rd</sup> ) dose by nineteen (19) months, and booster dose before entering school
2	Measles	One (1) dose on or after twelve (12) months and before sixteen (16) months and the second (2 <sup>nd</sup> ) dose before enrolling in school for the first time
2	Mumps	One (1) dose on or after twelve (12) months and before sixteen (16) months and the second (2 <sup>nd</sup> ) dose before enrolling in school for the first time
1	Rubella	One (1) dose on or after twelve (12) months and before sixteen (16) months
3	Hib	Three (3) doses of HbOC or two (2) doses of PRP-OMP by seven (7) months
3	Hepatitis B	One (1) dose by three (3) months, second (2 <sup>nd</sup> ) dose by five (5) months, and third (3 <sup>rd</sup> ) dose by nineteen (19) months
1	Varicella (Chicken Pox)	One (1) dose on or after twelve (12) months and before nineteen (19) months If documented laboratory report shows immunity or history of disease, the vaccine is not required.

- **Fire and Safety Regulations**

The School will conduct all required emergency drills throughout the year, involving local law enforcement periodically. Safe areas inside and outside the building will be designated for each classroom. Please refer to the Safety section above for more information.

- **Food Inspections**

The school will maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations. The school will maintain a food safety program including a HACCP Plan at the site. Additionally, the school will ensure to the best of its ability that a minimum of two health inspections are conducted annually by an Environmental Health Specialist provided by the Child Nutrition Services Section of the State.

- **Hazardous Chemicals**

The school will follow the Occupational Safety and Health Administration's Hazard Communication Standard as a means of assuring school staff and students have information on chemicals used in the

school. Chemicals will be evaluated, inventoried, and properly labeled. A Material Safety Data Sheets (MSDS) will be maintained for each chemical product. Training will be provided annually to all staff emphasizing that all products coming into the school must be properly labeled, easy to read, and are clearly marked with hazard warnings. The school will have a Health and Safety Manual on-site to review on a regular basis and update as needed. Protective equipment will be used when there is a possibility of injury or impairment in function of any part of the body through absorption, inhalation, or physical contact.

- **Blood borne Pathogens**

The school will develop and implement appropriate and lawful guidelines, practices, and training to protect the health, safety, and privacy of students, contractors, parents, community members and the general public consistent with applicable law as it relates to blood borne pathogens

School staff members will always strive to maintain a respectful school climate and not allow physical or verbal harassment of any individual or group by another individual or group. This includes taunt directed against a person living with HIV infection, a person perceived as having HIV infection, or a person associated with someone with HIV infection.

All employees will be required to consistently adhere to the School's Blood borne Infectious Disease Exposure Control Plan which is developed and implemented in accordance with the Occupational Safety and Health Administration regulations to minimize employee exposure to blood borne pathogens in the school workplace. All employees must consistently adhere to infection control guidelines in all play and athletic settings. First aid kits must be on hand at every athletic event.

All School staff members will participate in a planned blood borne pathogen education program that conveys factual and current information; provides guidance on infection control procedures; informs about current law and state, district, and school policies; assists staff to maintain productive parent and community relations; and include annual review sessions.

- **Diabetes care plans**

It is the responsibility of the school to ensure that a student with diabetes receives all appropriate and required medical standards of care. The Principal, in cooperation with the student's parent(s), student's physician, the student's teacher, the student (if age appropriate) and designated school personnel will be required to maintain up-to-date information regarding the student's health. The practice of effective management will be achieved through the development of an Diabetes Care Plan specific to the student.

- **Providing students in grades 9-12 with information on how a parent may lawfully abandon a newborn**

The School will serve Grades K-8 so this is not applicable.

- **Providing parents and guardians with information about:**

- **Meningococcal meningitis and influenza and their vaccines at the beginning of each year**

The following notice will be provided annually to parents through a parent/student handbook:

Meningococcal disease is a dangerous disease that can strike children and youth and is caused by bacteria. The bacteria are spread from person to person by direct contact with an infected person's

nose or throat secretions. Illness often starts with a sudden fever, headache, stiff neck, a rash, and possibly nausea and vomiting. An infected person may become very sick within a few hours of the first symptoms and should seek medical care immediately. The disease could result in death or permanent disability. There are two immunizations available: one for people who are 11-55 years old and another for people who are 2-10 or 55+ years old if certain medical conditions exist that put them at higher risk of contracting the disease. Parents should talk with their child's health care provider or local health department about meningococcal disease and immunization.

- **Cervical cancer, cervical dysplasia, human papillomavirus, and the vaccines available to prevent diseases**

The following notice will be provided annually to parents through a parent/student handbook:

Human papillomavirus (HPV) is the name of a group of viruses that includes more than 100 different strains or types. More than 30 of these viruses are sexually transmitted. Most people who become infected with HPV will not have any symptoms and will clear the infection on their own. Some of these viruses are called "high-risk" types and may lead to cancer. The virus lives in the skin or mucous membranes and usually causes no symptoms. There is no cure for HPV infection, although in many cases, the infection goes away on its own. The HPV vaccine is recommended for 11-12 year-old girls and can be given to girls as young as nine. The vaccine is also recommended for 13-26 year-old girls/women who have not yet received or completed the vaccine series. The vaccine is given through a series of three shots over a six month period. Parents are encouraged to talk with their child's health care provider or local health department about HPV and immunization. More information is also available at the Center for Disease Control's website: <http://www.cdc.gov/std/hpv>.

**CIVIL LIABILITY AND INSURANCE** (GS 115C-238.29F(c))

**State the proposed coverage for:**

Comprehensive General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Officers and Directors/Errors and Omissions	\$1,000,000 per occurrence/\$3,000,000 aggregate
Property Insurance	\$25,000*
Motor Vehicle Liability	\$1,000,000 combined single limit
Bonding	The school Board will carry a \$500,000 Fiduciary policy. The Fiduciary policy is a broader policy than a bond and covers all school Board members and their related fiduciary duties with regard to the school.
Minimum amount:	\$250,000
Maximum amount:	\$500,000
Other	Umbrella: \$1,000,000 per occurrence/\$1,000,000

aggregate. The umbrella policy is over the school Board's general liability policy, auto, sexual abuse and misconduct and school leaders errors & omissions policy.

*\* Pursuant to the Service Agreement, the education management organization shall be responsible for coverage of the full building and property and shall carry coverage for its insurable value. Property coverage on the Board's policy shall cover all contents purchased by the Board.*

**TRANSPORTATION** (G.S. 115C-238.29F(h))

Describe in detail the transportation plan that will ensure that no child is denied access to the school due to lack of transportation.

**The Howard & Lillian Lee Scholars Charter School Transportation Plan and Procedures**

In accordance with state law, we do not allow transportation to be a barrier to any child attending the school. We expect that most parents will provide transportation for their children. However, we recognize this may not be a viable option for all parents. Therefore, the school will designate a dean as the school's Transportation Liaison to facilitate and coordinate transportation needs. Interested families may participate through sign-up forms that the dean coordinates by matching families with an appropriate carpool.

Additionally, the Board and NHA work diligently so that the school is open and accessible to all students, including low-income students and students experiencing homelessness. The school will provide free transportation for students who are currently experiencing homelessness.

**FACILITY** (GS 115C-238.29D©)

Describe the facility in which the school will be located. Include information on how the site is appropriate to your mission and instructional program. 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 facility and has provided a valid Certificate of Occupancy for Educational use to The Office of Charter Schools.

The facility will be located on a 4-10 acre parcel that accommodates roughly 45,000 square feet of school building, an ample parking lot for staff and parent use, a green space for outdoor student activities, and a playground. The facility and site are selected and designed to complement the school's educational program, based on curriculum, student population, staff needs, parent/customer needs, and specific needs for the school's geography and demographics.

Name of the facility (if known): New construction anticipated; facility to be named "The Howard and Lillian Lee Scholars Charter School."

Address: Unknown at this time

City/State/Zip: Unknown at this time, but will be located in the Chapel Hill-Carrboro City Schools District

Description of the Facility:

Total square feet:	<u>44-46,000</u>
Number of Classrooms:	<u>28</u>
Number of Restrooms:	<u>8</u>

The Howard & Lillian Lee Scholars Charter School

Other Rooms: 1 Media Center / Library, 1 Teacher's Conference Room, 1 Parent Room, 3 to 5 Office Spaces, 1 Lunch Preparation Room, 3-5 Student Support Rooms, Maintenance and Janitorial Space

Auditorium: 0  
Gymnasium: 1  
Music Room: 1  
Art Room: 1  
Laboratory: 1 (combined with a 7<sup>th</sup> and 8<sup>th</sup> grade science classroom)

Ownership:  Fee Simple or  Lease

If the facility is to be leased, provide the following information:

- (a) Term of the Lease: One-year term with one-year auto-renewals  
(b) Type of Lease: Triple Net  
(c) Rent: \$ To be determined based on site and building costs

Name of Landlord: National Heritage Academies

Address: 3850 Broadmoor Ave. #201

City/State/Zip: Grand Rapids, MI 49512

Phone: 616-222-1700

Fax: 616-222-1701

Document inspections for the following:

- (a) Fire: Yes, to be provided at the time of building completion.  
(b) Safety: Yes, to be provided at the time of building completion.  
(c) Handicapped accessibility? Yes

The facility will be constructed based on all Federal, State, and Local Codes, to the fullest extent of the law, in order to acquire a Certificate of Occupancy. This includes all applicable fire and safety requirements as well as ADA Requirements, as required by the governing authorities. The building will be constructed to meet ADA accessibility requirements as dictated by the governing code.

Describe how the maintenance will be provided for the facility.

The building will be maintained by a third party management company. This company will provide cleaning services as well as maintenance services including, but not limited to, lawn care, snow removal, equipment repair, preventative maintenance, inspection requirements set forth by the municipality (elevator, backflow preventers, etc), and much more. It is the intent of these services to provide a safe environment for the building occupants as well as ensuring the facility does not cause unnecessary interruptions to student achievement. The school will have a combination of full-time and part-time employees, approximately 3-4 per building, who will address the immediate needs of the school and provide cleaning services during and after school hours. This company will also provide annual and semi-annual preventative maintenance programs to proactively address the upkeep of the facility. In the event of a system failure within the building, prearranged service contracts are established with local contractors to ensure immediate attention to building related issues.

**Describe the method of finding a facility if one is not readily available at this time including information about the spatial needs of the school to best suit your adopted educational program and instructional methodologies. Does the applicant have a facility contingency plan should their initial efforts not be successful?**

In partnership with NHA, we are making plans for construction of a new facility by NHA on vacant land in the Chapel Hill-Carrboro community and are currently seeking a suitable site. Our goal is to identify a site in November 2011, submit an application for a Special Use Permit in December 2011. Construction will be commenced no later than April 2012 and we will be ready to open the building to faculty, parents, and students no later than August 2012. Another benefit of partnering with NHA is that the organization can build a new school in approximately eighteen weeks. With an expedited construction schedule, we could reduce the construction timeline by a few weeks. The ideal site will offer the following attributes which are required to support the school's educational program and instructional methodologies:

- Approximately 6 - 8 acres of land to accommodate:
  - A 46,000 square foot school building with thirty-one classrooms and three additional rooms for art, media, and gymnasium
  - A parking lot with about 165 spaces
  - A playground
  - A solid surface play area
  - A soccer sized playfield
- Visible and accessible for drop-off and pick-up.
- Pedestrian accessible for walkers.
- In or near a residential area, removed from high intensity commercial, retail, and industrial uses.
- Storm water detention.

If suitable vacant land is not available, we will purchase an existing building that, with renovations, would meet the requirements listed above and be ready to welcome staff, parents, and students no later than August 2012.

## **VIII. LEA IMPACT STATEMENT**

Pursuant to G.S. 115C-238.29B(d), the charter school applicant must submit a copy of the application to the LEA in which the school will locate within seven days of the submission of the application to the Office of Charter Schools. The LEA may then submit information or comment directly to the Office of Charter Schools. Please attach to this application a return receipt, or other documentation, verifying the applicant's timely submission of a copy of this application to the LEA.

Please see Appendix A for a copy of the documentation verifying our timely submission of a copy of this application to Chapel Hill-Carrboro City Schools.

## **IX. APPENDICES (OPTIONAL)**

You may include numbered and indexed appendices to provide additional information that you believe will assist the State Board of Education in the consideration of your application.

Appendix A – Documentation verifying our timely submission of a copy of this application to Chapel Hill-Carrboro City Schools.

Appendix B – Fully executed Articles of Incorporation.

# APPENDIX A



Shipment Receipt  
Address Information

**Ship to:**  
Tom Forcella,  
Superintendent  
Chapel Hill Carborro  
School Dist...  
750 S MERRITT MILL RD 215 Haddon Hall Circle

**Ship from:**  
Angela Lee

CHAPEL HILL, NC	Chapel Hill, NC
27516-2878	27517
US	US
919-967-8211 28226	919-452-1371

**Shipping Information**

Tracking number: 795392162981  
Ship date: 11/10/2011  
Estimated shipping charges: 9.04

**Package Information**

Service type: Standard Overnight  
Package type: FedEx Box  
Number of packages: 1  
Total weight: 1LBS  
Declared value: 0.00USD  
Special Services:  
Pickup/Drop-off: Use an already scheduled pickup at my location

**Billing Information**

Bill transportation to: MyAccount-368  
Your reference: 59400.0001.9/5642  
P.O. no.:  
Invoice no.:  
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

**Please Note**

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

# APPENDIX B



# NORTH CAROLINA

## Department of the Secretary of State

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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

### THE HOWARD & LILLIAN LEE SCHOLARS CHARTER SCHOOL

the original of which was filed in this office on the 10th day of November, 2011.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of November, 2011.

*Elaine F. Marshall*

Secretary of State

**ARTICLES OF INCORPORATION  
OF  
THE HOWARD & LILLIAN LEE SCHOLARS CHARTER SCHOOL**

The undersigned, being of the age of eighteen years or older, does make and acknowledge these Articles of Incorporation for the purpose of forming a corporation under and by virtue of the North Carolina Nonprofit Corporation Act, as provided in Chapter 55A of the General Statutes of North Carolina:

**ARTICLE I**

The name of the corporation is: The Howard & Lillian Lee Scholars Charter School.

**ARTICLE II**

The corporation is a charitable or religious corporation as defined in N.C. Gen. Stat. § 55A-1-40(4).

**ARTICLE III**

The street address and county of the initial registered office of the corporation is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517. The name of the initial registered agent of the corporation at such address is: Angela Lee.

**ARTICLE IV**

The address of the initial principal office of the corporation is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517.

**ARTICLE V**

The name of the incorporator is: Angela Lee. The address of the incorporator is: 215 Haddon Hall Circle, Chapel Hill, Orange County, North Carolina 27517.

**ARTICLE VI**

The corporation shall have no members.

**ARTICLE VII**

No part of the net earnings of the corporation shall be distributable to or inure to the benefit of its officers or Directors or any private person, except that the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent permitted by Section 501(h) of the Internal Revenue Code (the "Code")), and the corporation shall not participate or intervene in any political campaign on

behalf of any candidate for public office, including the publication or distribution of statements. Notwithstanding any other provision hereof, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or to which contributions are deductible under Section 170(c)(2) of the Code.

### ARTICLE VIII

The purposes for which the corporation is organized are:

- a. The corporation is organized for the purpose of operating a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. § 115C-238.29A *et seq.*
- b. The corporation is also organized for the purpose of providing a high quality, elementary and middle school education that places each student on the path to college readiness and closes achievement gaps.
- c. The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Code or the corresponding provisions of any future United States Internal Revenue laws. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future United States Internal Revenue Code.

### ARTICLE IX

The number of persons constituting the initial Board of Directors of the corporation shall be not less than five (5) or more than nine (9). The persons who are to serve as initial Directors, together with their addresses, are as follows:

<u>Name</u>	<u>Address</u>
Angela Lee	215 Haddon Hall Circle, Chapel Hill, NC 27517
James G. Farrar	3469 Highway 87 North, Pittsboro, NC 27312
Danita Mason-Hogans	26 Current Lane, Durham, NC 27712
Jeanne B. Kirschner	114 Worsham Drive, Chapel Hill, NC 27516
Stephanie Perry	119 Essex Drive, Chapel Hill, NC 27514
Damien Fields	11301 Drew Hill Lane, Chapel Hill, NC 27514

#### ARTICLE X

The method of election of the Directors shall be set forth in the Bylaws of the corporation.

#### ARTICLE XI

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

#### ARTICLE XII

To the full extent from time to time permitted by law, no person who is serving or who has served as a Director of the corporation shall be personally liable for any action for monetary damages for breach of his or her duty as a Director, whether such action is brought by or in the right of the corporation or otherwise. Neither the amendment or repeal of this Article, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a Director of the corporation with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or risen, prior to such amendment, repeal or adoption.

#### ARTICLE XIII

Upon the dissolution of the corporation, the Board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the remaining assets of the corporation to an organization designated by the Board, provided that the recipient is then-organized and operated for exempt purposes and qualified as an exempt organization under Section 501(c)(3) of the Code and to which contributions are then deductible under Section 170(c)(2) of the Code.

#### ARTICLE XIV

If the corporation is deemed by the Internal Revenue Service to be a "private foundation" within the meaning of Section 509(a) of the Code, it shall comply with the provisions of the following paragraphs:

- a. The corporation shall distribute such amounts of income or principal or both for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
- b. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
- c. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code.
- d. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code.

- e. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### ARTICLE XV

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article VIII unless the North Carolina State Board of Education issues to the corporation a charter to operate a public charter school, and the charter is executed by both the corporation and the State Board of Education.

These Articles of Incorporation are hereby signed by the incorporator on the 9<sup>th</sup> day of November, 2011.

  
\_\_\_\_\_  
Angela Lee, Incorporator

# X. SIGNATURE PAGE

The foregoing application is submitted on behalf of The Howard and Lillian Lee Scholars Charter School (name of non-profit corporation or individuals submitting application). The undersigned has read the application and hereby declares that the information contained in it is true and accounts to the best of his/her information and belief. The undersigned further represent that the applicant has read the Charter School Law and agrees to be governed by it, other applicable laws, and SBE regulations.

Print/Type Name: Angela Lee

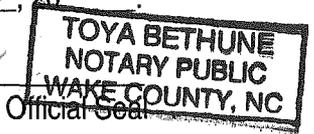
Position: Lead Applicant

Signature: Angela Lee Date: 11/9/11

Sworn to and subscribed before me this

9 day of November, 2011

Toya Bethune  
Notary Public



My commission expires 2/23, 2016