

## 2022 NC CHARTER APPLICATION



NC Public Charters

### Organization Information

Organization Name \*

Legacy Classical Academy

---

Telephone

3365090882

Fax

---

Address

3800 Oak Ridge Road

Unit/Suite

---

Zip Code

27358

City

Summerfield

---

State

North Carolina

---





2022 NC CHARTER APPLICATION  
NC Public Charters



Primary Contact Name \*

Renee Clifford

Opening Year \*

2023

Is Management Organization Used

Yes  No

Management Organization Name

American Traditional Academies

Primary Contact Relation To Board \*

Proposed Principal

Primary Contact Email \*

legacy.classicalk8@gmail.com

Management Organization Contact Name

Mary Catherine Sauer

Management Organization Phone

Primary Contact Phone \*

3365090882

Management Organization Email

atacademies@gmail.com

Primary Contact Address \*

3800 Oak Ridge Road

Unit/Suite \*

Zip Code \*

27358

City \*

Summerfield

State \*

North Carolina



## 1. Application Contact Information

### Q1. Name of Proposed Charter School

Legacy Classical Academy

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

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

336-509-0882

### Q3. Geographic County in which charter school will reside

Rockingham County

### Q4. LEA/District Name

Rockingham County Schools

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

27320

### Q6. Was this application prepared with the assistance of a third party such as a consultant or [Charter Support Organization \(CSO\)](https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=hejlsish9el7BC8rRkMVLthGg%3d%3d&ptid=amIgtZiB9plushNjl6WXhfiOQ%3d%3d&secid=lyc2NIZPsdzgEk6V6aj45g%3d%3d&PG=6&IRP=0) (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=hejlsish9el7BC8rRkMVLthGg%3d%3d&ptid=amIgtZiB9plushNjl6WXhfiOQ%3d%3d&secid=lyc2NIZPsdzgEk6V6aj45g%3d%3d&PG=6&IRP=0>)?

- Yes
- No

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

American Traditional Academies

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

No fees were provided to ATA for the development of the application. LCA has contracted with ATA for the management of the school once it is open.



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

American Traditional Academies assisted the board with board development, research, parent and community engagement, application development, application costs, and head of school recruitment.

**Q10. Projected School Opening Month**

August 2023

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

- Yes (Year-Round)
- No

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

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

**Resources**


Enrollment Summary Table...

**Applicant Evidence :**


Enrollment Summary Lega...

Uploaded on **4/24/2022** by  
**Mary Catherine Sauer**

**Q13. Complete the Enrollment Demographics table (see resources), providing projected enrollment for each of the following demographic groups.**

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

**Resources**


Enrollment Demographics ...



Applicant Evidence :



Uploaded on **4/24/2022** by  
**Mary Catherine Sauer**

**Q14. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan outlined above.**

The initial ADM for Legacy Classical Academy (LCA) was reached by considering a number of factors including proposed location, popularity of similar charter schools, contrast of LCA program to district schools, favorable grade span, and community support. The initial ADM has been decreased from the LCA submission in the last round due to the limits of the identified facility.

Rockingham County has been underserved by charter schools. The only charter school currently in Rockingham County is Bethany Charter, which serves 6-12 grades. To get a public classical or Core Knowledge program, residents of Rockingham County have to travel even further, to Revolution Academy.

By opening with a K-4 grade span, LCA allows the applicant pool to expand to families who have children in more than one or two grades. A larger applicant pool means that LCA will need to enroll a smaller percentage of the available students, increasing the likelihood that LCA will open with the maximum ADM.

Legacy Classical Academy also has a group of local supporters who are anxious to bring new educational opportunities to the community in which they live, worship, and work. As leaders in the community, they are in a position to serve as ambassadors and ensure that recruitment efforts are successful.

**Q15. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- I certify
- I do not certify

**Q16. Explanation (optional)**

The LCA board submitted an application under the same name in the last cycle. This charter application has been revised to reflect the feedback that the CSAB provided. LCA is modeled after other successful charter schools that share core programmatic elements, including Cornerstone Charter Academy and Revolution Academy. Specifically, the Revolution Academy structure, academics, operations, and other documents were used to create this plan, thus similar wording and concepts are shared between this application and the applications for Revolution Academy and Revolution Academy: Bunker Hill.

American Traditional Academies is supporting several applicants in this cycle and, where processes and structures overlap, those applications may share common language and ideas.



**2022 NC CHARTER APPLICATION**  
NC Public Charters





## 2. Non-Profit Corporation Information

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

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

### Q17. Organization Type

- Non-Profit Corporation
- Municipality

### Q18. Has the organization applied for 501(c)(3) non-profit status?

- Yes
- No

### Q19. The private non-profit listed as the responsible organization for the proposed charter school has 501(c)(3) status:

- Federal Tax-Exempt Status (NCGS 115C-218.15)
- If the non-profit organization has yet to obtain 501(c)(3) status, the tax-exempt status must be obtained from the Internal Revenue Service within twenty-four (24) months of the date the Charter Application is given final approval.

- Yes
- No

### Q21. Name of Registered Agent and Address:

Bernie Parnell

220 Woodlyn Dr.

Reidsville, NC 27320

### Q22. Federal Tax ID

87-1751287





### 3. Acceleration

Per State Board of Education policy CHTR-013 (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=CHTR-013&Sch=10399&S=10399&C=CHTR&RevNo=1.12&T=A&Z=P&St=ADOPTED&PG=6&SN=true>), the State Board of Education, in its discretion, may accelerate the mandatory planning year to increase the number of high-quality charter schools.

#### Q23. Do you want your application to be considered for acceleration?

- Yes
- No

#### Q24. Requirements

In considering whether to accelerate the planning year, the applicant must meet the following requirements:

##### Requirement 1) Demonstrate a clear and compelling need for the accelerated planning year.

When considering whether or not to apply for acceleration, the LCA board took the following factors into account:

1. There are currently no other charter schools in Rockingham County for elementary grades. Parents in Rockingham County don't have the same educational options as parents in other counties have. As a more rural county, Rockingham has a lot of families who can't afford other options like homeschools and private schools. Legacy Classical Academy is urgently needed for the students of Rockingham County.
2. The district schools perform poorly. Many district schools in and near Reidsville have earned school performance grades of Cs, Ds, or Fs. The county's most vulnerable students are stuck in schools that are not meeting their needs.
3. The last application cycle generated a lot of interest in the community for a new charter school opening in 2023. Opening on an accelerated timeline in this cycle will allow LCA to keep that original opening date and capitalize on the interest that has already been generated.
4. The Legacy Classical Academy academic program is one that is currently not available in Rockingham County. The Core Knowledge curriculum, grammar instruction, Accelerated Math Program, limited technology, and classical approach will provide an educational opportunity for Rockingham families that they just can't get now without leaving the county.
5. The LCA team is ready and eager to take on this challenge. Dr. Clifford will be available full-time to drive the successful opening of the school starting this June. She will be assisted by an expanded ATA staff and many Revolution Academy staff members. Dr. Clifford has already visited and developed relationships with Revolution Academy staff, and will attend the Core Knowledge Leadership Training this summer.
5. During the interview in the fall, members of the Charter School Advisory Board encouraged LCA to come back and apply as an accelerated applicant. LCA has taken the feedback from the CSAB and made the recommended changes to the application, outlined in Appendix O.



**Q25. Requirement 2) Demonstrate an exceptional need for the charter school in the proposed location.**

Rockingham County does not have an elementary charter school option, though the families of Rockingham County both need and deserve one. Rockingham County students, particularly those who are from economically disadvantaged families have no other options than to attend their assigned district school, whether or not it is a good fit.

LCA will provide Rockingham County students a high-quality educational option. With a weighted lottery, free and reduced lunch services, and bus transportation, students, even those traditionally marginalized, will be able to have access to an excellent classical education.

**Q26. Requirement 3) Agree to participate in the planning year while the charter application is being reviewed without any guarantee of charter award.**

- Yes
- No

**Q27. Requirement 4) Is a facility identified by the applicant that is feasible for opening on an accelerated schedule?**

- Yes
- No

**Q28. Requirement 5) Demonstrate that the facility identified by the applicant is feasible for opening on an accelerated schedule**

LCA is working with Covington Wesleyan Church in Reidsville, where it will lease approximately 22,000 square feet for its first year of operation. The space consists of two buildings, one which currently meets the requirements of the Certificate of Operation for education and one that will require some amount of upfit to obtain the COE. American Traditional Academies will make sure that LCA has the funds to pay for the upfit, even before they receive any state funds, and Landmark Builders estimates that the complete upfit can be done in less than two months.

**Q29. Attach Appendix A1 Acceleration Evidences to demonstrate that you have a facility secured for opening on an accelerated schedule.**

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

**Applicant Evidence :**



Covington Letter of Intent....

Uploaded on **4/26/2022** by  
**Mary Catherine Sauer**



Fellowship Hall Letter 4.26....

Uploaded on **4/27/2022** by  
**Mary Catherine Sauer**

**Q30. Other Factors**



Once evidence for the requirements has been verified, the State Board will also consider the presence or absence of the following factors in making its determination:

- This list is not exclusive or controlling and is intended to guide the exercise of the State Board's discretion.
- An applicant requesting acceleration must submit the request to the State Board of Education prior to the application due date for consideration.

**Other Factor 1) Please write a brief statement about your unique mission and educational program.**

Legacy Classical Academy will provide students with a traditional, classical education anchored by the Core Knowledge curriculum. LCA will teach the Core Knowledge sequence that has been intentionally developed to be a comprehensive program for kindergarten through 8th grade. LCA will also teach formal grammar, a phonics based reading program, a spiraled, foundational math program, offer students in K-5 recess twice per day, and use limited technology.

Using the four pillars of challenging academics, parental partnership, character education, and student responsibility, LCA students will enjoy a supportive, scholarly culture that encourages them to reach their full potential.

**Q31. Other Factor 2) List the local, state, and national nonprofit partnerships committed to assisting the school.**

LCA is partnering with Revolution Academy to ensure a strong opening and quality operations.

**Q32. Other Factor 3) Please describe the potential for Economic and Educational development of the region.**

Several economic development projects that are in the works will increase the number of school-age children and help Legacy Classical Academy meet its targeted enrollment.

**Q33. Other Factor 4) Describe the presence or absence of any mentoring by a successful organization that has experience in creating public schools.**

The board and staff of Revolution Academy has been and intends to be very helpful in the successful opening and operation of Legacy Classical Academy. With over 850 students on the RA waiting list, RA is eager to help other groups open high-quality, classical schools. Mary Catherine Sauer, one of the partners of ATA, was the founder and principal of Revolution Academy from its inception. She is well-equipped to help Dr. Clifford and the LCA board successfully open a school on an accelerated timeline.

**Q34. Other Factor 5) Describe any obstacles to educational reform efforts that leave chartering as an available option.**

Members of the LCA board have unsuccessfully tried to persuade the Bethany founders to add elementary grades. There are a couple of private schools that are opening to meet some of the demand for more school choice in the county, but the cost of tuition makes those options inaccessible to students whose families are not well-off. A tuition-free public charter school will come closer to meeting the needs of a much wider variety of Rockingham County students.

**Q35. Other Factor 6) Describe your commitment to work with a successful charter school board as a guiding mentor.**



The LCA board is working closely with the board of Revolution Academy. LCA board member Lisa Walker is also a founding board member of Revolution Academy and will be an invaluable asset and a wealth of knowledge about the ins and outs of opening a new school.

**Q36. Other Factor 7) How long has the board of directors existed?**

This board has been in existence for 1 year.

**Q37. Other Factor 8) Describe whether the proposed board has previously operated or currently operates a successful public charter school.**

This governing board has not previously operated a charter school.



#### 4. Conversion

Q38. Is this application a Conversion from a traditional public school or private school?

- Yes
- No



## 5. Replication

Per SBE policy CHTR-016 (<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=CHTR-016&Sch=10399&S=10399&C=CHTR&RevNo=1.02&T=A&Z=P&St=ADOPTED&PG=6&SN=true>), the State Board of Education (SBE) may, in certain well-defined instances, grant permission for a non-profit corporation board of directors (board) to replicate either its own successful model or to employ an educational management company (EMO) or a charter management organization (CMO) to replicate a successful model currently being operated under the management of the EMO or CMO. The SBE may also, in certain well-defined instances, grant permission for a non-profit corporation board to “fast track” such a replication by foregoing the planning year normally required for newly-approved charter applicants.

Q55. Is this application being submitted as a replication of a current charter school model?

- Yes
- No



## 6. Alternative

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

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

Q84. Do you want your application to be considered for an Alternative Charter School?

- Yes
- No



## 7. EMO/CMO

Q86. Does the Charter School plan to contract for services with an “educational management organization” or “charter management organization?”

- Yes  
 No

Q87. EMO/CMO Mailing Address City, State, Zip

American Traditional Academies

3607 Birdsong Ct.

Summerfield, NC 27358

Q88. EMO/CMO Website

www.atacademies.com (<http://www.atacademies.com/>)

Q89. Explain how the contract with the specified EMO or CMO will be in the best educational and financial interest of the charter school.

The contract with American Traditional Academies will bring many years of charter school experience to LCA. ATA will provide invaluable resources and support that will help ensure LCA is a successful charter school. Specifically, ATA will provide expertise in several key areas:

1. Governance - ATA will provide board development and assist with best practices and compliance with applicable laws and policies.
2. Finance - ATA will manage the board-approved budget and ensure that cash flow is handled in such a way that the school never operates in a deficit, and provide additional funds if needed.
3. Educational Program - ATA will ensure that the chosen academic program is successfully implemented, including teacher training, curricular alignment, scheduling, assessment, and quality instructional practices.
4. Leadership - ATA will identify, train, and support school leadership to prepare them to successfully develop a school culture of continuous improvement. ATA will provide mentors, ongoing professional development, constructive evaluations for the school administration.
5. Collaboration - ATA provides avenues for continuous collaboration with other schools who share common academic programs or Boards, administrators, staff, and teachers will benefit from collaborative relationships with others in similar situations.

A partnership with ATA will set LCA up for successes from day one that LCA would not be able to achieve on its own.

Q90. Attach Appendix A4.1: Executed Management Contract

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



Applicant Evidence :



Uploaded on **5/13/2022** by  
**Mary Catherine Sauer**

**Q91. What other EMO/CMOs were pursued and why did the applicant select this one? Please include information regarding other management organizations' fees and financial/academic records that led to the selection of the proposed EMO/CMO as the best fit for this proposed school.**

ATA's partner, Mary Catherine Sauer, has extensive contacts in the community and has a reputation as a champion for educational choice. Having an EMO with local ties and a community focus was important to the board. Having seen what she has been able to accomplish with the three schools that she has started, and with Revolution Academy in particular, was compelling. Further, the ATA vision and academic program align very closely with what the board wants for the children of Rockingham County.

**Q92. Provide and discuss student performance, governance performance, and financial data from other schools managed by the management company to demonstrate how this organization is a good fit for the targeted student population. Nationally, what are the highest and lowest-performing schools of the EMO/CMO? Why are these two schools so different in overall achievement?**

ATA does not currently manage any other schools.

**Q93. 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 governing board will set policy and provide oversight for ATA, which will manage the day-to-day operations of the school. The board members will receive regular updates on all aspects of school operations, especially progress towards the school-wide goals. At least annually, the board will officially evaluate the performance of the management company and if ATA is not meeting expectations the agreement may be terminated.

**Q94. Provide a description of the relationship that will exist between the charter school employees and the Management Organization.**

The LCA teachers will be jointly employed by ATA and the LCA board, and the board will approve all hiring and terminations of teachers. While officially approved by the LCA board, the other staff of LCA will be employees of American Traditional Academies. This will enhance the ability to provide employees with better, more cost effective benefits.

**Q95. 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.**



In addition to competently offering the services outlined in the management agreement, ATA must:

1. Timely submit all reports required by this Agreement to the School.
2. Strictly adhere to the approved Annual Budget.
3. Meet or exceed the school-wide goals contained in the Charter, or subsequently revised or amended by the mutual consent and approval of both Parties.

LCA may terminate the agreement for breach of contract with 30 days' notice, or with or without cause with 90 days' notice.

**Q96. Is the facility provided by the EMO/CMO?**

- Yes
- No

**Q97. Attach Appendix A4.2 Facility Buyout Agreement, if applicable**

ATA will provide facilities for LCA to lease per the board-approved budget as part of the management of the school. The board will consider multiple options on facility acquisition and financing and work with ATA to ensure that appropriate, safe facilities are secured. The school will first lease a temporary facility while the permanent facility is being developed. When the permanent facility is ready, either a newly built building or an upfit of an existing facility, LCA will lease from the developer, with the expectation that LCA will eventually use the buyout option and own the facility.

**Applicant Evidence :**


Appendix A4.2.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**

**Q98. List the fund balance and surpluses for each school managed by the EMO/CMO over the last three years in North Carolina.**

ATA does not currently manage any other schools.

**Q99. Attach Appendix A4.3: EMO/CMO Financial History Provide as Appendix A4.3 the financial history and statements of the EMO/CMO over the last three years. Specifically, if contracting with an EMO, provide confirmation that the EMO is in good standing by providing bank statements from the prior three years.**

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 6



Applicant Evidence :



Appendix A4.3 Financial Hi...

Uploaded on **4/28/2022** by  
**Mary Catherine Sauer**

Q100. **Attach Appendix A4.4: IRS Form 990** Provide as Appendix A4.4 the IRS Form 990 (or equivalent documents if the organization does not file a 990) for the prior three years

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

Applicant Evidence :



Appendix A4.4 Form 990.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**



## 8. Mission Purposes, and Goals

### 8.1. Mission and Vision

The mission and vision statements, taken together, should:

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

**Q101. Please state the mission statement of the proposed charter school (35 words or less)**

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

Legacy Classical Academy will develop productive citizens who are prepared for a lifetime of achievement by using a challenging, classical academic program, meaningful parental partnerships, character education, and an emphasis on student responsibility.

**Q102. Please state the vision statement of the proposed school.**

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

The Vision of Legacy Classical Academy (LCA) will be evidenced by the Four Pillars of *rigorous academics, parental involvement, character education, and student responsibility*. LCA will develop students who are academically successful and well prepared to serve as active participants in the community. Students will daily learn and practice virtues that will help them become active, productive members of society. Students will learn personal accountability by taking responsibility for their own decisions and actions. When the Four Pillars are evident in the culture of the school on a daily basis, the mission will be accomplished.

**Q103. Educational Need and Targeted Student Population of the Proposed Charter School Provide a description of the Targeted Population in terms of demographics. In your description, include how this population will reflect the racial and ethnic composition of the school system in which it is located. Additionally, how it will reflect the socioeconomic status of the LEA, SWD population, and ELL population of the district? See G.S. 115C-218.45(e) ([https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_115C/GS\\_115C-218.45.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_115C/GS_115C-218.45.pdf)).**



([https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_115C/GS\\_115C-218.45.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_115C/GS_115C-218.45.pdf)).

([https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_115C/GS\\_115C-218.45.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_115C/GS_115C-218.45.pdf))

Legacy Classical Academy (LCA) aspires to reflect the diversity of Rockingham County. LCA will benefit all students who attend from diverse cultures and backgrounds. The diverse student population at LCA will further enrich the school community and learning environments in the classrooms, preparing the way for robust discussions and meaningful learning experiences.

The location of LCA in Rockingham County will serve the diverse population in Rockingham and surrounding counties. Ethnic demographics are 72% white, 18% black or African American, 6% Hispanic, 2% multiracial, and 2% other. LCA will have a balanced student population of various races, backgrounds, and socioeconomic status. Following are the demographics for Rockingham County, NC.

### **2021 Racial & Ethnic Diversity**

<b>Racial or Ethnic Category</b>	<b>Total</b>
White alone	72%
Black or African American	18%
Hispanic	6%
Multiracial	2%
Other	2%

Q104. What are the enrollment trends and academic performance outcomes of surrounding schools in the selected community? What elements of your educational model will meet the needs of your target student population?



Schools in Rockingham County are not overcrowded, yet there is a high level of parent dissatisfaction, as evident by the number of public-school students decreasing year after year. In 2018, Rockingham County served 12,167 students. In 2020, that number had dropped to 11,691. Parents are continuing to seek other school options for their children. Legacy Classical School will provide a strong academic option for students in Rockingham County. There is not another K-6 charter school option in the county. Revolution Academy in Guilford County is the nearest charter, with a student waiting list of 800 for the Fall of 2022.

The academic performance of Rockingham County schools varies. The following table illustrates the 2018-2019 school report cards for a sampling of the schools in Rockingham County and the percentage of economically disadvantaged that they serve.

**2019-2020 School Report Cards**

Elementary Schools	School Grade, growth	Economically Disadvantaged
Monroeton Elementary	C, met	59.4%
Central Elementary	C, exceeded	51.7%
Huntsville Elementary	C, met	64.2%
Leaksville-Spray Elementary	D, not met	60.3%
Moss Street Elementary	F, not met	65.7%
South End Elementary	D, not met	58.4%

Q105. What will be the total projected enrollment at the charter school and what percentage of the Average Daily Membership (ADM) does that reflect when compared to the Local Education Agency (LEA) of the same offered grade levels? (i.e. If the proposed school will be grades 9-12, only compare the total enrollment to the total enrollment of the LEA in grades 9-12).

The total projected ADM for Legacy Classical Academy will be 728, representing 08% of the LEA's ADM.

Q106. Summarize what the proposed school will do differently than the schools that are now serving the targeted population. What will make this school unique and more effective than the currently available public-school options?



The Legacy Classical Academy Education Plan will be founded upon Core Knowledge, a content-rich, cohesive curriculum that will anchor the grammar stage of the classical trivium as well as support the dialectic stage. Students will be introduced to common context that will expand the knowledge and understanding of students who come to school with broad experiences and understanding of different topics, while at the same time introducing students who have a limited knowledge base to concepts and topics that will help them succeed in school and throughout life.

The traditional approach will include a robust math curriculum, formal grammar instruction, the instruction and use of cursive handwriting, the use of original works of literature, Latin and logic instruction in the middle school grades, and a designed writing program.

Legacy Classical Academy will be the only elementary charter school in Rockingham County and the only school using the Core Knowledge sequence and the only school utilizing a classical framework in grades K-8. LCA will use Core Knowledge Language Arts (CKLA) to teach students in lower elementary schools as well as the full Core Knowledge sequence that runs from kindergarten through 8th grade.

LCA will also use some innovative initiatives that are hard to find in other area schools. LCA students in kindergarten through 5th grade will have recess two times a day, every day. Middle school students will have recess once per day. Kindergarten students will have the option of a shorter day or participation in afternoon activities that include rest, reading, and play. LCA will offer an enrichment special that all students will attend at least once per week. During enrichment time, students will learn valuable skills that might otherwise not fit in the academic day including keyboarding, financial literacy, and etiquette.

**Q107. Describe the relationships that have been established to generate support for the school. How have you assessed demand for the school? Briefly describe these activities and summarize their results**

The idea for Legacy Classical Academy started with local parents and community members who wanted different options for their children. There are currently no elementary charter options in Rockingham County. Many parents, who can't afford private schools or homeschools, do not have any choice about where their children go to school or what kind of education they get. The founders have been dreaming of expanding the options in Rockingham County for many years and have recently seen a groundswell of support for other educational options across the community. Board members have held meetings with others in the community, including elected officials and faith leaders, to help gauge support, and the response to another educational option has been overwhelmingly positive. LCA has also conducted a survey with 282 respondents, 87% of which said they plan to enroll in LCA should it get approval.

**Q108. Attach Appendix A: Evidence of Community/Parent Support.**

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

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



Applicant Evidence :


Evidence of Support.pdf

Uploaded on **4/26/2022** by  
**Mary Catherine Sauer**


Pyrtle Letter of Support.pdf

Uploaded on **4/28/2022** by  
**Mary Catherine Sauer**

## 8.2. Purposes of the Proposed Charter School

Q109. Select one or more of the six legislative purposes the proposed charter will achieve, as specifically addressed in the NC charter school statute GS 115C-218, and the proposed school's operations. The Six Legislative Purposes of a Charter School are:

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

Q110. Provide a brief narrative to coincide with **each** applicable legislative purpose(s).



1. LCA will create new professional opportunities for teachers. The LCA educational program is structured and comprehensive, yet still allows teachers individuality in delivering LCA will give teachers an opportunity to be teachers in the traditional sense rather than just serving as facilitators. LCA will create a culture of teacher empowerment by inviting them to become an integral part of the decision-making process, serve on board committees, the School Improvement Team, and the PTO Board. Teachers will be given flexibility to be the instructional leaders of their classrooms. Resources will be provided, so that teachers do not have to scour the internet looking for instructional materials. LCA will make teacher development a priority and will allow teachers opportunities to grow and to develop their craft. A fulltime instructional coach will work with teachers individually and in small groups to actively support their professional development. LCA will have a merit-based evaluation rubric that allows excellent teachers the chance to earn bonuses and raises while providing accountability for student learning outcomes.

2. Legacy Classical Academy will provide parents and students educational opportunities that are not available to all students in Rockingham County. LCA will be a relatively small, traditional K-8 charter school. Despite all the special programs and magnet schools that Rockingham County Schools offer, opportunities for a public, traditional, classical education are severely lacking. LCA will provide an increasingly unique educational experience. Currently, no schools in Rockingham County use the Core Knowledge sequence and none offer the classical model of instructional delivery. LCA will be able to provide parents and students with some often-sought-after options, including Latin and logic in middle school, cursive handwriting in grades 3-5, recess twice per day in grades K-5, and an optional shortened kindergarten day. LCA will have a focus on student success by utilizing tutors and small group remediation where needed.

3. Legacy Classical Academy will improve student learning in Rockingham County. With a small school environment that will cultivate a tight-knit community, a rigorous academic program that challenges each student, and an integrated character education program, LCA will nurture students in a way that will facilitate improved academic outcomes. The chosen educational program has proven to be successful in schools across the state. Through the classical model, all students will graduate from 8th grade with a solid foundational base of knowledge and skills that will help promote future success.

### 8.3. Goals for the Proposed Charter School

Q111. Provide specific and measurable goals for the proposed school for the first 5 years of operation outlining expectations for the proposed school's operations, academics, finance, and governance. Address how often, who, and when the information will be communicated to the governing board and other stakeholders.



GOALS:

**Goal 1: Each student will obtain at least one year of growth each school year.**

**Measured by:** Spring-to-Spring NWEA MAP testing.

**Goal 2: Legacy Classical Academy students who have been enrolled for three or more years will be at or above grade level proficiency.**

**Measured by:** Spring NWEA MAP testing.

**Goal 3: LCA students in grade 3-8 will achieve the following proficiency:**

Year 1 – Reading 58%      Math 56%

Year 2 – Reading 60%      Math 59%

Year 3 – Reading 63%      Math 63%

Year 4 – Reading 66%      Math 66%

Year 5 – Reading 70%      Math 70%

**Measured by:** EOG scores

**Strategies:**

Teach the curriculum with enthusiasm and fidelity

Prioritize and protect instructional time

Support struggling students with re-teaching, tutoring, differentiation, and other interventions

Develop a summer program to encourage students to continue learning

**Goal 4: Students will learn important virtues and strive to exemplify them in their daily lives.**

**Measured by:** Participation in character education activities

**Strategies:**

\* Monthly virtues will be promoted school-wide

\* Age-appropriate weekly lessons will be designed around monthly virtues

\* Students will be recognized in monthly assemblies for exemplifying the monthly virtues School-wide service projects will be organized that will be designed to include all stakeholders

**Goal 5: At least 90% of students will have a parent or guardian participate in the school community.**

**Measured by:** Parent participation in events, volunteering, surveys, and conferences

**Strategies:**



- \* After the school is open, at least one parent will serve as a member of the Board of Directors
- \* Parents will serve on board committees
- \* A room in the permanent facility will be designated exclusively for parent use
- \* LCA will support the organization and operation of an active PTO
- \* Parents will be surveyed once or twice per year
- \* Parent/teacher conferences will be held twice per year

**Goal 6: LCA students will demonstrate responsibility for their learning by achieving the following homework completion rates:**

Year 1 – 75%

Year 2 – 80%

Year 3 – 85%

Year 4 – 90%

**Measured by:** Homework completed as reported in PowerSchool

**Strategies:**

- \* Homework load will be grade-level appropriate, meaningful, and designed to be review or practice
- \* Support will be available for students who struggle

**Goal 7: Students will demonstrate responsibility for their behavior and the school will have the following first-time discipline referrals:**

Year 1 – 25%

Year 2 – 22%

Year 3 – 19%

Year 4 – 16%

Year 5 – 13%

**Measured by:** Number of individual students referred to the office by classroom teachers at least once for Code of Conduct violations

**Strategies:**

- \* Teachers will be coached in successful classroom management techniques
- \* Behavior expectations will be clear, well communicated, and consistent



\* Students who do not meet expectations will be coached so that they understand what they did wrong and how they can adjust their behavior in the future to meet expectations

**Goal 8: LCA will end each year with a surplus of at least 1-3%**

**Measured by:** The difference between revenues and expenditures on the final year end reports.

**Strategies:**

- \* Budgets will be conservative and include a surplus
- \* Expenditures will be necessary and within the board approved budget

The goals of LCA will be communicated to all staff, families, and the governing board annually. Progress on these goals will be reviewed and evaluated quarterly by staff leadership and grade level professional learning communities (PLC's). These PLC's will also create action plans by class based on collected results. The initial goals will be included in the School Improvement Plan (SIP).

The School Improvement Team (SIT) will regularly review the School Improvement Plan and make recommendations to the governing Board of Directors each semester and as necessary. The SIT is comprised of representatives from each grade level/department.

The SIP and active school-wide results will be shared with the governing board, at least quarterly, and with families on an annual and as-needed basis.

Individual student data (test scores, attendance, homework, and referrals) will be provided to student families regularly and included in parent/teacher conference discussions.

Consistent review, communication, evaluation, and improvement plans are essential to achieving the success of LCA goals. When individual students, their families, staff, and teachers work together, we will achieve the goals of LCA.

**Q112. How will the governing board know that the proposed public charter school is working toward attaining their mission statement?**



The Board of Directors will get regular monthly reports from the principal that will include information about how the school is progressing towards the school-wide goals. The eight goals have been written to address the four pillars contained in the mission statement: challenging academics, parental involvement, character education, and student responsibility. Additionally, the school-wide goals address the fiscal health of the school.

The School Improvement Team (SIT) will continually review the School Improvement Plan (SIP) and make recommendations to the Board of Directors after every semester, or as needed, for any necessary revisions or programming changes. The SIP will incorporate the initial school-wide goals. The SIT will include representatives from all of the stakeholders in the school and will meet at least monthly at the directions administration. The Board of Directors, through the Academic Committee, will additionally review the data that will measure the effectiveness of the school's educational program. The Board will get regular, monthly reports from the principal as soon as data is available and will conduct formal review of the SIP at the annual meeting in June each year.

Based on the performance of the school in relationship to the school-wide goals outlined here, the Board of Directors, with recommendations and input from the SIT and administration, will revise and update the school-wide goals. The process of updating the school-wide goals will be collaborative and ongoing.



## 9. Educational Plan

### 9.1. Instructional Program

Q113. Provide a detailed description of the overall instructional program of the proposed charter school, including:

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



Legacy Classical Academy will provide a traditional, classically based education to students in grades K-8. All the programs of the school will be derived from the four pillars of Challenging Academics, Character Education, Parental Partnerships, and Student Responsibility.

By setting high expectations and giving students tools they need to meet them, LCA will give students a strong academic foundation designed to help them meet the challenges of high school, higher education, and the workplace. The Core Knowledge curriculum, a research-based, content-rich program, will serve as the educational foundation for LCA. In addition to Core Knowledge, a robust math program and the Shurley English program will give students the opportunity to reach their full academic potential. Student growth over time will be measured and tracked using the NWEA MAP computer adaptive tests, given two or three times a year. More frequent formative assessments will be used daily to measure student learning and inform instruction. Common assessments will be used in grade levels to assure uniformity of content among classes at each grade level and data from assessments will be used in Professional Learning Communities (PLCs) to analyze student outcomes, identify strategies to help struggling students, and improve instruction.

Special classes will consist of art, music, PE, enrichment, and eventually, Latin, and logic. Most of the specials will coordinate their curriculum with the domains from the Core Knowledge sequence to make cross-curricular connections which will aid in student retention of information and comprehension. The enrichment specials will include topics such as financial literacy, etiquette, keyboarding, and other useful skills.

The Core Knowledge sequence lends itself to many instructional methods and teachers will be allowed and encouraged to be creative in the way they deliver the material. While explicit direct instruction will be the most common instructional method, other methods, including, but not limited to the Socratic method, investigative learning, directed independent learning, and cooperative learning may be used.

Legacy Classical Academy's character education program will teach students at all grade levels the meaning and benefits of positive moral virtues. School-wide monthly virtues will be taught using weekly moral focus lessons. Periodic award assemblies will recognize students who exemplify the monthly virtues. School-wide service projects will give students, families, community members, and staff the opportunity to work side-by-side to put the virtues into action and have an impact beyond the walls of the school. Parents will be given opportunities to be an integral part of the school community. A parent room will welcome parents into the school and allow them a place to congregate, hold meetings, work, and volunteer. Parents or community members will serve as representatives to the School Improvement Team (SIT), and an active Parent/Teacher Organization will be encouraged and supported. Parents will also be asked to participate by serving in a variety of volunteer positions at the school, including field trip chaperones, reading buddies, and lunch supervisors.

LCA has been designed using components and characteristics of highly successful charter schools across the state. While LCA is committed to having a more diverse student body than some of its model schools, it is expected that it will see similar success with students from all subgroups. LCA will use research-based strategies such as extra recess time and a phonics-based reading program to ensure that each student, no matter his or her background, will graduate from 8th grade ready to succeed in high school.

**Q114. Will the proposed charter school serve a single-sex student population?**

- Yes
- No



**Q118. Curriculum and Instructional Design Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure for each grade span (i.e. elementary, middle, high) the school would ultimately serve.**

K-5

Legacy Classical Academy will implement elements of a classical education model using the Core Knowledge sequence, a structured math program (Saxon Math), and Shurley English. The elementary school will consist of students in classes ranging in size from 20 in kindergarten to 27 in 5th grade. Classes will be self-contained, and students will be grouped heterogeneously. Starting in grade 2, qualifying students will have the opportunity to participate in the move-up math program. In this model, students will be grouped by ability for math instruction and will be able, if qualified, to move up to the next grade level for math.

To encourage students to be active and to aid in their ability to concentrate on their academic work, recess will be held twice per day. Students will attend one special class per day taught by a designated specials teacher. During specials, regular classroom teachers will have unencumbered planning time. There will be four specials: art, music, PE, and enrichment. Classroom assistants will be used and shared across grade levels.

6-8

Middle school grades will be departmentalized and will consist of three sections in each grade. There will be approximately 27 students in each class. Teachers will specialize in one of three core subject areas: English, Math, and Science/History. Students will rotate through all three cores during the course of the day. Depending on the units being taught, the Science and History core will either be split with each subject using approximately 45 minutes per day, or by unit, with each subject alternating for the whole unit (one week of history, one week of science). In addition to the three core classes, middle school students will attend special classes that include art, music, PE, and enrichment. Students in 7th and 8th grades will have the option of specializing in one of the specials which they would then attend with greater frequency than the other three. With the addition of 7th and 8th grades after the first year, Latin and logic will be added to the middle school program.

**Q119. Identify how this curriculum aligns with the proposed charter school's mission, targeted student population, and North Carolina Accountability Model. Provide evidence that the chosen curriculum has been successful with the target student population, how the plan will drive academic improvement for all students, and how it has been successful in closing achievement gaps.**



The LCA academic program will prepare students to be productive citizens and to be successful in future academic endeavors. The Core Knowledge (CK) sequence, supported by Saxon Math and Shurley English, will provide a challenging curriculum. The classical elements LCA will use to deliver the content will teach students in a developmentally appropriate way, while still allowing teachers the flexibility to deliver creative lessons.

Core Knowledge is designed around several research-based premises:

*Academic background knowledge is essential for understanding.* Every author must assume that the reader has some common knowledge and understanding of the subject. Even a book about a farm will assume the students have some prior knowledge of things such as animals can eat plants, or that a pond is a body of water. Students without the necessary academic background knowledge will be at a significant disadvantage. Core Knowledge gives students specific, sequenced, background knowledge that will allow them to understand the new content they read.

*The more one knows, the easier it is to learn more.* It is easier to learn and remember new facts or concepts when they can be connected to prior knowledge. Therefore, when new knowledge can be connected to prior knowledge, it is easier to assimilate, internalize, and retain. The CK emphasis on building knowledge makes it easier for students to learn new things.

*Expertise is domain specific.* To have a solid understanding of something, to be good at thinking about something and finding solutions to problems, knowledge of that topic is essential. For example, a world class biologist would not be able to step into a physics lab and solve important physics problems efficiently. The biologist does not lack skills, rather, he lacks the domain specific knowledge that would make him a valuable member of the physics lab. In the same way, students need specific domain knowledge to be successful at reading reasoning. CK helps students learn to read and comprehend a wide variety of texts by building their knowledge systematically across many domains.

The Core Knowledge sequence offers students a strong base of content which is sequenced to provide a solid background of knowledge. The specificity and careful mapping of the content helps eliminate gaps and repetition. Through Core Knowledge literature and in-depth historical profiles, the curriculum affords students the opportunity to gain an understanding of the world around them. Students who have not been fortunate enough to have amassed great experiential knowledge will find that the rich and varied texts that they are exposed to through Core Knowledge will help them gain insight into the world around them. Students who already have a broad knowledge base will find that the Core Knowledge opens their world to in-depth critical inquiry.

The classrooms at Legacy Classical Academy, comprised of heterogeneous student groups, will accentuate opportunities for student growth and enhance each student's understanding of the philosophical and cultural differences that are part of his or her community, state, and world, largely aligned with the Common Core, which is the basis for many of the NC Standards. Where the sequence does not provide the necessary support for the NC Standards, modifications to the LCA instruction will be made so that the LCA students will be successful in the NC accountability model. One example of a place where the curriculum will be modified is 5th grade science. The curriculum outline in Appendix B reflects those changes.

**Q120. Describe the primary instructional strategies that the school will expect teachers to master and explain why these strategies will result in increased academic achievement for the targeted student population for each grade span (i.e. elementary, middle, high) the school would ultimately serve.**



Core Knowledge lends itself to many methodologies allowing teachers the freedom to use best practices and teach with more confidence. This confidence will overflow into better classroom management and higher academic performance. Consistent with the classical trivium, the primary instructional strategies will change as students move through the program. During the grammar phase, where students are primarily learning grammar facts and rules, teachers will primarily use explicit instruction. As students transition to middle school, they will be moved into the dialectic stage, where they will learn to use the information that they have acquired to think critically, logically, and analytically. Teachers will use Socratic circles and other instructional methods that will encourage students to think, question, reason, and take responsibility for their own learning. Other instructional methods will be used in all grade levels, in conjunction with the primary methods, including but not limited to investigative learning, directed independent learning, and cooperative learning. While the rhetoric stage of the trivium, where students learn to express and communicate what they have learned and thought, generally takes place in the high school years, LCA will prepare students for academic success by touching on all three parts of the trivium in each grade level.

Experienced teachers find that the addition of Core Knowledge Curriculum, through its design and extended resources, expands the opportunities they have for meeting the needs for each student. Core Knowledge training will be part of the initial staff training. Staff development will be ongoing and varied to meet the needs of each teacher. All teachers will also have staff development in classroom management, writing instruction, math instruction, and Shurley English.

**Q121. Explain how the proposed instructional plan and graduation requirements will ensure student readiness to transition from grade to grade and to the next grade span upon program completion.**

Legacy Classical Academy will use multiple strategies to ensure that each student will be prepared to transition to the next grade.

1. A comprehensive, coherent curriculum, Core Knowledge will be used with fidelity, across all grade levels. Teachers will ensure fidelity by meeting in Vertical Teams at the beginning, middle, and end of the school year to align curriculum content learning expectations for subsequent grade Vertical Teams will be based on grade groupings for K-2, 3-5, and 6-8. Every teacher will then know all curriculum content covered in each prior year as a prerequisite for instructional design and lesson planning for the current year. While students will transition to the next grade level with their own unique ability levels, academic mastery, and learning styles, teachers will know the exact content to which all students have been exposed in the prior year. This will provide for efficient use of instructional time.
2. An optimal mix of strategies will be used to assess student learning and adjust instructional design and delivery throughout the school year. The NWEA MAP will be administered two to three times per year. Teachers will use the results of this assessment to adjust instruction in order to ensure student mastery of instructional content. Teachers will also use frequent formative assessments, integrated into daily lesson plans, to further inform daily instruction. Grade level Professional Learning Communities (PLCs) will share common planning time during which they will analyze data from common and formal assessments, design additional common assessments as needed, and create lesson plans for the delivery of instructional content based on analysis of student performance
3. Interventions will be implemented to assist students who are struggling academically. Identification of academically struggling students will be determined through a combination of assessment results, evaluation results (grades), teacher observation of learning, student request for remediation, and parent request for remediation. These intervention strategies include individualized tutoring sessions provided by teachers and/or tutors before and after school at specified location. An additional intensive academic intervention for students who are identified as at serious risk for academic failure, will be the development and implementation of a Personalized Education Plan (PEP).

**Q122. Describe in a brief narrative how the yearly academic calendar coincides with the tenets of the proposed**



### mission and education plan.

The academic calendar reflects LCA's commitment to its mission. The calendar is comprised of 187 days to maximize instructional time while preserving the summer break of a traditional calendar and closely aligning with other area schools. Half days are built into the calendar to allow for formal parent/teacher conferences twice per year. Extensive professional development days have been scheduled for the weeks prior to the start of school to allow teachers to become fully familiar with the curriculum and instructional expectations of LCA.

### Q123. Describe the structure of the school day and week. Include the number of instructional hours/minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for student learning.

The LCA school day will run from 8:00 A.M. to 3:15 P.M. each day. There will be an optional early Kindergarten release at 1:45 P.M., meaning the academic instruction will be completed for the day and parents may pick up their kindergarteners at that time. Kindergarten students will have 290 minutes of daily instruction, while students in grades 1-8 will have 360 minutes of instruction each day.

Each day will begin with a morning assembly, alternating between assemblies for the full school, K-2, 3-5, and 6-8. To accommodate the move-up math program, all students in 2-5, and some students in 6-8 will have the 90-minute math block at the same time. Other core subjects will have instructional blocks ranging from 45 minutes to 90 minutes, depending on the grade and subject. Each week, students will cycle through four specials: art, music, PE, and enrichment. At the end of the day for middle schoolers, there will be a guided study time for enrichment, remediation, small group instruction, tutoring, or instruction in study skills.

The LCA daily schedule will develop a sense of belonging for students, allow adequate time for core instruction, and include a healthy amount of time for recess and lunch to aid in socialization and unstructured play. The longer calendar, at 187 days, will permit more total instructional time on a longer time frame to aid with student retention and comprehension.

### Q124. Describe a typical day for a teacher and a student in the school's first year of operation.

A LCA teacher will arrive between 7:15 A.M. and 7:30 A.M. to be at the classroom door ready to greet students at 7:45. At 8:00, he or she will take the class to the common area for the morning assembly, after which the class will walk back to the classroom to begin instruction. During the designated specials time, teachers will have a common planning time while all the classes in the grade level attend specials at the same time. Twice per day, at the appropriate times, the teacher will take the students out for recess on one of the playgrounds. Frequently, the Instructional Coach will be in the classroom to observe, coach, model, or provide support. Many teachers will be able to take a break during the lunch period as volunteers or support staff supervise the class while they eat.

Students arriving between 7:30 and 7:45 will go to the common area to wait until they are dismissed to their classrooms. Students arriving between 7:45 and 8:00 will proceed directly to their classrooms where they will be greeted at the door by their classroom teacher. After morning assembly, where they recite the Pledge of Allegiance, the student creed, sing Core Knowledge songs, and hear any announcements or recognitions, students will begin their instructional day. Students will cycle through the core classes, specials, recess (two times for K-5), and lunch. Middle school students will change classes between three cores: Math, ELA, and a combined science and history.



Q125. Will this proposed school include a high school?

- Yes
- No

Q131. **Attach Appendix B: Curriculum Outline per Grade Span (for each grade span the school would ultimately serve). One sample curriculum outline (in graph form) in the Appendices for one core subject (specific to the school's purpose) for each grade span the school would ultimately serve.**

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

Applicant Evidence :


Curriculum Outline.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**

Q132. **Attach Appendix D: Yearly Academic Calendar (minimum of 185 instructional days or 1,025 hours)**

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

Applicant Evidence :


Appendix D- Academic Cale...

Uploaded on **4/22/2022** by  
**Meg Hayes**

Q133. **Attach Appendix E: Daily and Weekly Schedule Provide a sample daily and weekly schedule for each grade band (K-5, 6-8, and 9-12) the school ultimately plans to serve.**

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 15

Applicant Evidence :


Sample Daily Schedules2.pdf

Uploaded on **4/24/2022** by  
**Mary Catherine Sauer**


Weekly Schedule.pdf

Uploaded on **4/24/2022** by  
**Mary Catherine Sauer**

## 9.2. Special Populations and "At-Risk" Students



**Q134. Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies, and supports you will provide for these students.**

Legacy Classical Academy will use a Multi-Tiered System of Support (MTSS) to address the academic needs of all students. Through the MTSS model, the School Support Team (SST) will use prevention and early intervention to provide struggling students with the needed support to meet expectations. Struggling students are those who are not meeting expectations and will be identified through classroom assessments, progress monitoring, observations, and/or benchmark assessments. The MTSS model will be used to provide targeted interventions designed to help the student grow and meet expectations.

Tier 1: All students will receive high quality, research-based core instruction. This core curriculum provides the foundation for instruction upon which all interventions are formulated and aligned. Students should meet grade level standards for Tier 1 instruction. If a review of data shows that 80% of students are not meeting grade level standards and would require Tier 2 or Tier 3 interventions, then modifications will be made at Tier 1. Students who are not progressing in core instruction (CI) and appear to be at risk will continue to receive strong core instruction and additional Tier 2 interventions.

Tier 2: Tier 2 interventions are provided to those students who are not meeting or achieving grade level standards through core instruction alone. These interventions are provided in addition to core instruction and occur outside the CI block. For example, an additional 30 minutes may be allocated for supplemental Tier 2 interventions outside the regularly scheduled reading block. Tier 2 interventions are provided to small groups of students. Ongoing progress monitoring should occur more frequently at the Tier 2 level (at least every 20 days). Student performance data will be used to determine if interventions are effective and whether any changes need to be made. Should a student continue to fail to meet expectations despite Tier 1 core instruction and Tier 2 additional support being implemented and monitored with fidelity, a student may require Tier 3 intensive interventions.

Tier 3: Tier 3 interventions are intensive and are intended for a small percentage of students who are not responding positively to generally effective Tier 2 interventions. Tier 3 interventions are designed to meet individual student needs by providing instruction that is explicit and intense.

These interventions are designed to meet student needs by targeting specific areas of deficiency. Prior to beginning Tier 3, additional targeted assessments may be required to isolate deficits and guide intervention design. The intensity of these interventions is defined by frequency, duration, and group size (never to exceed 3 students).

**Q135. Describe the extent to which one or more of the founding board members has experience working with special populations (students with disabilities, students with 504 Plans, ELs, students identified as gifted, and students at risk of dropping out). If no founding board members have experience working with special populations, describe the school's pre-opening plan to prepare for special populations.**

As a teacher, Lisa Walker has experience working with students with a variety of needs. Additionally, the identified principal, Dr. Clifford, has many years of experience meeting the diverse needs of students in a number of classroom settings. Most recently Dr. Clifford served as an assistant principal in a Title I school where she worked with a number of special populations.

**Q136. Explain how the instructional plan and curriculum will meet the needs of English Learners (EL), including the following:**

**1. Methods for identifying EL students (and avoiding misidentification).**



**2. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for EL students.**

**3. Plans for monitoring and evaluating the progress and success of EL students, including exiting students from EL services.**

**4. Means for providing qualified staffing for EL students.**

English Language Learner (ELL) students may be identified by classroom teachers or parents, but the primary means of identification of ELL students will be the home language survey that will be sent home at the beginning of each school year. If a student is identified through the home language survey or referred by a parent or teacher as potentially having limited English proficiency, the student will be given the WIDA ACCSS placement test to determine if the student is Limited English Proficient (LEP). Parents will be consulted at every step of the process and will give consent for any ELL services.

When appropriate, an ELL teacher will be contracted to meet the needs of ELL students. Strategies that will be used to address the needs of ELL students include but are not limited to:

- Pull out sessions where students are instructed either individually or in a group in the English language
- Differentiated instruction within the core classes based on their individual needs
- Instructional materials provided in their primary language
- Before and after school individual or small group tutoring

Student progress will be monitored, and students will be retested periodically to determine whether or not they continue to qualify as ELL students and require ELL services. If students do not make adequate progress with the strategies in place, other strategies and interventions will be put in place. Parents will be informed and consulted about their student's progress, any interventions put in place, and when and if students are exited from the program.

**Q137. Explain how the school will identify and meet the needs of gifted students, including the following:**

**1. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.**

**2. Plans for monitoring and evaluating the progress and success of gifted students; and means for providing qualified staffing for gifted students.**



Legacy Classical Academy will not have a specific, separate intellectually gifted program. Instead, LCA plans to provide a challenging, academically rigorous program to all students and informed instruction to meet the needs of each student. The Core Knowledge curriculum will provide a strong base of content which is sequenced to provide a solid background of knowledge. Classroom differentiation and acceleration will also help meet the needs of gifted students. Because the content and sequence of the Core Knowledge sequence is so important, even students who may be performing high above grade level will not be allowed to miss content. Instead, teachers will design lessons and assignments so that intellectually gifted students can be challenged while benefiting from the shared knowledge and experience of their peers. Strategies such as supplemental reading materials, weekly challenge spelling words, individualized reading goals, and engaging projects will help students achieve academic growth no matter their current academic level. Each student will be evaluated individually to determine if he or she meets the criteria for each enrichment program.

Each teacher will determine the best way to challenge each student in the classroom and will receive ongoing staff development in classroom differentiation. The instructional coach will be available to assist teachers in developing appropriate differentiation strategies to meet the needs of all students.

The structured nature of a high-quality math curriculum makes math a subject that is particularly well suited for acceleration. Students who qualify will be given the option to move up and accelerate their math instruction. Criteria for the move-up math program will be determined by a variety of factors including teacher recommendation, parent recommendation, test scores, and math grades.

### 9.3. Exceptional Children

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

#### Q138. Identification and Records Explain how you will identify students who are enrolled within the charter school that have previously been found to be eligible for special education services or are protected under Section 504 of the Rehabilitation Act.

As part of the enrollment packet, parents will have an opportunity to provide information about their student's existing IEP or 504 plan. Additionally, EC staff will examine all records from previous schools to determine if enrolled students have existing IEP's or 504s. Upon identification of students with existing IEPs or 504s, LCA EC staff will alert teachers and administrators and ensure compliance with existing plans.

#### Q139. Provide the process for identifying students who may be eligible for special education services as identified in the federal 'Child Find' mandate. Be sure to include how student evaluations and assessments will be completed. Include how the school will avoid misidentification of special education students.



To help identify students who may be eligible for special education services, a School Support Team (SST) will be established. Students may be referred to the SST by teachers, administrators, or parents. Once referred, the SST will make a preliminary evaluation and, with the support and agreement of the parents, make recommendations for either 1) research-based classroom interventions or 2) further formal evaluations. These formal evaluations may be conducted by EC staff or qualified personnel contracted for such purposes. If classroom interventions are put in place and found to be ineffective, the SST will re-evaluate and either put new interventions in place or determine if the student's needs will be best served by a referral to the EC staff who will determine whether additional evaluation will be necessary. At all stages of the process the student's parents will be informed, consulted, and included. The SST will continue to monitor all students determined to have special needs or need special assistance until such time as their progress is acceptable and they exit the program.

**Q140. Provide a plan detailing how the records of students with disabilities and 504 Accommodation plans will be properly managed, including the following:**

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

All student records will be maintained with confidentiality and safety in mind. The Board of Directors will adopt a *Student Records Policy* which will prescribe a *Procedure for the Security of Student Records*.

Records will be requested from the previous schools of all students when they enroll at LCA. Upon receipt of such records, they will be securely stored per the *Student Records Policy* and treated as strictly confidential.

Exceptional Children's Records will be reposed separately from Regular Education Student Records. Exceptional Children's Records and the records of students with a 504 Plan will be reposed in locked file cabinets in secure, dedicated records rooms. Student Records will be examined on site, in a designated space and only by approved personnel. Records may not be taken off site. Records will be signed out in a secure *Student Records Log*. This process must be witnessed by the principal or designee who must also sign the *Student Records Log* as a witness. When student records are returned to the secure records room, the *Student Records Log* must again be signed by both the staff member and the principal to reflect the date and time of return.

Exceptional Children's Records as well as the records of students who have 504 Plans, will be internally audited on a regular schedule. This audit will be conducted by the EC staff and the principal (or designee) to ensure compliance with the IEP or 504 as well as with Board Policies, and state and federal rules and regulations. Records audits will be maintained in the secure records room. Audits are not to be included in any student records.

**Q141. Exceptional Children's Programming Explain how you will meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible.**



To the maximum extent possible, LCA staff will educate students in the least restrictive environment with their non-disabled peers. Based on an estimate of an EC population of 13% (consistent with other area schools) LCA will hire 1 fulltime EC teacher the first year. As the EC population grows, the budget includes resources for additional EC personnel, and if the EC population is larger than expected, LCA will accelerate the hiring of additional EC personnel. When instruction that LCA offers does not meet the needs of students who have been evaluated and found to be eligible for EC services, the school will adjust and amend the instruction to meet the needs of those students. LCA will treat each student as an individual and will personalize each education plan to meet the needs of each particular student. Some examples of strategies and supports that might be used include:

Pull-outs, where students are instructed either individually or in small groups  
Classroom assistance, where students are given additional assistance in the regular classroom setting

Modified assignments

Supplemental materials that better meet the needs of the student while still providing access to the core content

Additional resources or instructional supplies

**Q142. Describe the specific educational programs, strategies, and additional supports the school will provide to ensure a full continuum of services for students with disabilities. How will the school ensure students' access to the general education curriculum?**

All EC teachers will be highly qualified and possess a North Carolina Special Education teacher certification. In addition, EC teachers will be qualified to deliver the core curriculum to students with any identified disability. The EC teachers will be assisted in meeting the needs of students with disabilities by both the contracted professionals and the classroom teachers. Regular classroom teachers will receive regular staff development in best practices for instructional delivery of the general education curriculum to students with disabilities. The EC staff will closely monitor and re-evaluate the education plan of each student who receives EC services on a regular basis.

**Q143. Describe the methods and support systems that will be in place to ensure students with disabilities receive a Free and Appropriate Public Education (FAPE).**

Each identified student in the Exceptional Children's program shall be assigned a case manager for coordination of all services pertinent to the student receiving a Free and Appropriate Public Education. The case manager shall be responsible for quarterly reviews of the IEP to ensure that each student is receiving all accommodations, related services, and regular education instruction. Administrators will perform regularly scheduled instructional classroom audits to ensure fidelity to each student's IEP. Case managers will inform parents at least quarterly of progress on the IEP and of any FAPE concerns.

**Q144. Describe how implementation of the Individualized Education Plan (IEP) will be monitored and reported to the student, parents, and relevant staff.**

Parents and relevant staff are an integral part of the IEP team and should be present for IEP meetings. The EC staff and the classroom teacher will be responsible for monitoring and ensuring the implementation of the IEP, but the parents will be involved in the development and any adjustments made to the plan. Classroom teachers will receive intensive and ongoing training in order to give them the skills needed to support the EC team and meet the requirements of all IEPs and 504s. Compliance with IEPs and 504 plans will be monitored and will be included as part of each teacher's annual evaluation.



**Q145. Describe the proposed plan for providing related services and to have qualified staffing adequate for the anticipated special needs population.**

LCA plans to contract with a reputable, experienced service provider for related services including speech, occupational therapy, psychological services, and physical therapy. A line item for projected EC contracted expenses has been included in the budget and is based on the actual expenses of other charter schools.

#### 9.4. Student Performance Standards

**Q146. Describe the student performance standards for the school as a whole.**

Legacy Classical Academy will provide a rigorous course of study designed to prepare students for a lifetime of achievement. All students and staff will be held to high standards and students will be challenged to grow no matter where they are academically. With students coming from a wide range of experiences, it is anticipated that LCA will have a student population with a wide range of backgrounds and abilities.

LCA will have three major school-wide achievement goals. First, each student will achieve at least one year of growth during the academic year, as measured by the NWEA MAP. Second, each student who has been enrolled at LCA for at least three years will perform at or above grade level. Third, LCA students will achieve the following proficiency percentages on EOGs:

EOGs:

Academic goals for reading are as follows:

Year one - 58%

Year two - 60%

Year three - 63%

Year four - 66%

Year five - 70%

Goals for math will be as follows:

Year one - 56%

Year two - 59%

Year three - 63%

Year four - 66%

Year five - 70%

**Q147. Explain the use of any evaluation tool or assessment that the proposed charter school will use in addition to any state or federally mandated tests. Describe how this data will be used to drive instruction and improve the curriculum over time for the benefit of students.**



In addition to the state mandated tests, LCA will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) two or three times per year to students in grades 2-8. LCA will administer the NWEA MAP for primary grades to students in grades K and 1. The NWEA is a computer adaptive assessment that can give teachers specific feedback about each student's areas of strength as well as areas that need further development. Teachers and support staff will receive professional development in the interpretation and use of the NWEA data to inform and align instruction. Teachers will also use common assessments to measure student learning and adjust instruction as needed.

**Q148. Explain the policies and standards for promoting students, including students with special needs, from one grade level to the next. Discuss how and when promotion criteria will be communicated to parents and students.**

Students who meet or exceed the state standard requirements and have met all of the local grade level requirements will automatically be promoted to the next grade. If a student is at risk of being retained, the student's classroom teacher will contact the parents as soon as possible. The teacher, parents, and other necessary staff will formulate a Personal Education Plan (PEP) which may include a referral to the SST. It will be the policy of LCA to give each student the tools and support that he or she needs to be successful. If the interventions and support do not result in the student meeting the requirements to be promoted to the next grade, the principal, with input from the teacher, parents, and other staff, will make the final decision on whether or not to retain the student.

If a student has either an IEP or a 504 plan, the decision to retain or promote that student will be made with the support and consent of the EC staff and consideration will be given to the student's plan and accommodations. All of the school policies and procedures, including promotion and retention policies, will be available to parents and students in the student handbook and on the school website.

**Q149. Provide the public charter school's exit standards for graduating ALL students. These standards should set forth what students in the last grade served will know and be able to do. Be sure to include plans for students at risk of dropping out.**

The following are the exit requirements for students leaving 8th grade:

\*Students will demonstrate strong reading, writing, listening, spelling, speaking, and presentation skills using multiple forms of expression, which are age and grade level appropriate.

\*Students will be able to read and interpret multiple forms of writing including poetry, fiction and non-fiction.

\*Students will have an understanding of the US government, its history, and governing documents.

\*Students will have a basic understanding of the science topics as outlined in the Core Knowledge sequence.

\*Students will have mastered grade level and age-appropriate math skills and be prepared to enter a Math I or higher-level math course in 9th grade.

With the help of the NWEA, as well as other assessments, students who are at risk of not meeting the objectives to successfully exit 8th grade will be identified early, usually in previous grades, and appropriate interventions will be put into place to help the student achieve this goal.



## 9.5. School Culture and Discipline

**Q150. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.**

The culture of Legacy Classical Academy will be such as would be expected in a classical education setting. The school's stereo focus on both academics and character will create an environment that espouses and expects from all members of the school community including administrators, teachers, students, support staff, and parents, the following values and behaviors:

- Respect for others, our school, our country, our community, and self.
- Responsibility for others, our school, our country, our community, and self.
- Awareness of and dependence on common courtesy and manners.
- A sense of obligation to serve our school and community through learning and civic service.
- A genuine thirst for and appreciation of knowledge.
- Honesty and trustworthiness in all matters, both personal and public.
- Polite and honest discourse.
- Courage to do what is right, always.

**Q151. Explain how you will create and implement this culture for students, teachers, administrators, and parents starting from the first day of school. Describe the plan for acculturating students who enter the school mid-year.**

All members of the staff will model these values daily. Beginning with the first week of school, students will attend daily assemblies during which they will learn the school's Code of Conduct, the values of the school's culture, and the expectations of teachers and administrators. Each assembly will feature a recitation of the Pledge of Allegiance, a character lesson, a celebration of an achievement, and anything else the principal decides is pertinent to the establishment of the culture. For students who enter after the beginning of the school year, the school counselor, the student's teachers, and an assigned student guide, will help acculturate the new student to Legacy Classical Academy.

**Q152. Provide a brief narrative that delineates how student conduct will be governed at the proposed charter school and how this plan aligns with the overall mission and proposed Education Plan of the charter school. Be sure to include:**

1. Practices the school will use to promote effective discipline.
2. A preliminary list and definitions of the offenses which may result in suspension or expulsion of students.
3. An explanation of how the school will take into account the rights of students with disabilities in regard to these actions that may or must lead to suspension and expulsion.
4. Policies and procedures disseminating due process rights, including grievance procedures, for when a student is suspended or expelled.



A safe and orderly school begins with clear, behavioral expectations founded upon a firm, fair, and consistent Code of Student Conduct as proposed by the administration and adopted by the The MTSS framework for behavioral intervention and support will be used to inform the development and implementation of the Board's Code of Student Conduct. Character development programs, positive behavior supports, and clear consequences for infractions of the rules will provide the necessary tools for ensuring a safe and orderly environment for all members of the LCA community. All classroom rules will be reflective of and subsumed by the Code of Student Conduct. Students, parents, and staff will routinely review all expectations for student behavior to ensure that all have mastered the goals of good citizenship, high character, kindness, and respect for others and are aware of all rules and consequences. Behavior expectations will be displayed throughout the school, reviewed during assemblies, and consistently enforced. The foundational values of citizenship, character, kindness, and respect, as well as the Code of Student Conduct will be visually apparent throughout the school and the school's website to increase awareness and adoption into daily school.

The disciplinary process consists of four levels:

Level 1: Minor infractions are defined as those that can be handled by the teacher and do not compromise the safety of others. The teacher will correct the behavior and remind students of the proper way to act. If the inappropriate behavior is serious enough or a continuing problem the teacher will document the incident and notify the parents. Examples of Level 1 behavior include talking out of turn, failure to complete homework, refusal to participate, etc.

Level 2: More serious infractions are defined as those that compromise either student safety or the integrity of the school and/or educational process. These will be referred to the principal. The principal will consult with the parents and student and formulate a corrective action plan that may include disciplinary measures. Possible disciplinary measures include but are not limited to in- school suspension, detention, suspension from athletic teams, and suspension from extra- curricular activities. Examples of Level 2 behavior include noncompliance with dress code, disrespect, and disruptive behavior.

Level 3: Level 3 violations are defined as recidivism of previous level 2 infractions, threatening the physical or emotional safety of others, or failure to successfully complete a corrective action. Such violations will be referred to the principal who will consult with the student and parents and formulate a corrective action plan that may include an out of school suspension of no more than 10 days. Examples of Level 3 behaviors include harassing others, fighting, cheating, egregious disobedience to school personnel, leaving school grounds without permission, and destruction of property.

Level 4: Level 4 behaviors are defined as those that have escalated or repeated following a level 3 referral or if an extremely severe infraction occurs. Level 4 referrals will be adjudicated by the principal who may recommend a long-term suspension or expulsion to the Board. Examples of Level 4 behavior include making threats to others, assault, or possession of drugs or weapons.

When considering disciplinary actions for students with special needs, the principal will review and consider, with the assistance and support of the EC team, any accommodations made as a result of the student's IEP or 504 status and whether the behaviors are a manifestation of the student's identified If a manifestation is determined, the team will decide on a plan designed to prevent such behavior in the If no manifestation is determined, the principal will use the Code of Student Conduct to determine an appropriate consequence.

The policies and procedures regarding student conduct will be clearly explained in The Student Handbook. Additionally, every notice of suspension will include an explanation of the student's rights including the appeal and grievance processes. The principal may recommend students for expulsion (but no student under 14 will be recommended for expulsion), but all expulsions will be approved by the Board of Directors. Parents of students who are suspended or expelled may appeal the suspension or expulsion to the Board of Directors commensurate with N.C. Gen. 115C-390.7, 115C-390.10, or 115C-390.11.



## 9.6. Certify

Q153. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- Yes
- No

Q154. **Explanation (optional):**

The LCA board submitted an application under the same name in the last cycle. This charter application has been revised to reflect the feedback that the CSAB provided. LCA is modeled after other successful charter schools that share core programmatic elements, including Cornerstone Charter Academy and Revolution Academy. Specifically, the Revolution Academy structure, academics, operations, and other documents were used to create this plan, thus similar wording and concepts are shared between this application and the applications for Revolution Academy and Revolution Academy: Bunker Hill.

American Traditional Academies is supporting several applications in this cycle and, where processes and structures overlap, those applications may share common language and ideas.



## 10. Governance and Capacity

### 10.1. School Governing Body

Q155. Organization Street Address (if you have one)

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

3800 Oak Ridge Road

Summerfield, NC 27358

### 10.2. Governance

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

Q156. Using the attached resource as a template, please complete the table depicting the initial members of the nonprofit organization.

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

#### Resources


Initial Members of the Non...

#### Applicant Evidence :


Board Member Table Legac...

Uploaded on 4/24/2022 by  
**Mary Catherine Sauer**

Q157. Describe the governance structure of the proposed charter school, including the governing board's functions, primary duties, roles, and responsibilities as it relates to overseeing the charter school. Include how the board will recruit, hire, and supervise the lead administrator.



The governing board will be ultimately responsible for all areas of operation for the school, including finance, academics, personnel, facilities, and student safety and performance. The board has contracted with American Traditional Academies to oversee the day-to-day operations of the school, within the policies, budgets, and frameworks that the board sets. ATA will recruit well qualified professionals to fill the various roles at the school, including the principal, and present them to the board for approval. ATA will supervise, develop, and support the principal as well as the other administrators and teachers.

**Q158. Describe the size, current and desired composition, powers, and duties of the governing board.**

The LCA board currently consists of 6 members from varied vocations with a wide range of skill sets. All five board members from the previous application cycle are still serving, committed to opening Legacy Classical Academy. They have experience in education, business, law enforcement, nursing, and real estate. Erica Brandon has joined the board and brings a wealth of knowledge and experience as an attorney and district court judge.

**Q159. Describe the founding board's individual and collective qualifications for implementing the school design successfully, including capacity in such areas as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent/community engagement.**

The current LCA board has extensive knowledge and skills that will help them successfully govern a public charter school. Bernie Parnell, the chairman of the board, has owned and operated his own business and served as treasurer and president of other organizations. Lisa Walker currently serves as treasurer on the Board of Directors of Revolution Academy, which is finishing its second year with a healthy surplus, a clean audit, a new facility, and over 850 students on the waiting list. She has also had experience with other community organizations and as an educator. The other board members bring a variety of experience in real estate, nursing, law, and law enforcement. All of these committed, successful professionals will provide diverse perspectives and experiences which will help LCA operate successfully.



**Q160. Explain how this governance structure and composition will help ensure that**

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

While the governing board will bring vast experience in oversight and accountability, the staff of American Traditional Academies comes with concrete, specific experience with charter schools. The combination of a strong governing board and an EMO with on the ground experience in successful charter openings and operations will ensure LCA's successful opening and operation. The school principal will be directly supervised and evaluated by the experienced ATA staff. The board will, however, evaluate the performance of ATA and at least annually give feedback, in writing, about the principal's performance and the school's operation.

The rubric for feedback includes questions about how the school in general, and the principal in particular, are meeting expectations in regard to all of the school-wide goals that are part of the School Improvement Plan that the board sets every year.

There will be several ways that stakeholders are included in the decision-making process of the school. There will be a parent representative that serves on the School Improvement Team. Board members will be accessible to parents and community members, individually and through the public comment portions at all regular board meetings. Parents and staff will be given surveys twice per year to get valuable feedback on all aspects of the school and help inform decisions.

**Q161. Explain the procedure by which the founding board members have been recruited and selected. If a position is vacant, how and on what timeline will new members be recruited and added to the board?**

Bernie Parnell saw a need for different educational options in Rockingham County. He is very familiar with the current charter school in the county but has wished for an elementary option for a long time. Being familiar with the success of Revolution Academy, a mutual friend connected Bernie with Mary Catherine Sauer to talk about opening a school in his area. Through her work with American Traditional Academies, Ms. Sauer helped him recruit a talented, professional board that has a diverse skill set and will help lead a successful school.

**Q162. Describe the group's ties to and/or knowledge of the target community.**

LCA board members work and reside in many different areas of Rockingham County and northern Guilford County and are all involved in a variety of community organizations. Bernie Parnell, Mela Tucker, Brian Harbour, and Erica Brandon all have deep ties to the Rockingham County communities. Not only have they worked and lived there for many years, but they also all have friends and family in the county who have inspired their desire to offer more educational opportunities to Rockingham County families.

**Q163. Outline the strategic board calendar detailing how often the board will meet according to the bylaws established.**

The LCA board of directors will hold regular meetings once per month, with an annual meeting in June of every year.

**Q164. What kinds of orientation or training will new board members receive, and what kinds of ongoing professional development will existing board members receive? The plan for training and development should**



**include a timetable, specific topics to be addressed, and requirements for participation.**

New board members will be required to follow a board member orientation plan that includes becoming familiar with applicable laws and policies and the Legacy Classical Academy program. LCA board members will receive ongoing training as part of the regular monthly board meetings, as well as annually. Topics that will be addressed during training over the course of a year include NC charter law, SBE charter policies, charter finance, Core Knowledge, NWEA, responding to parents, school policies, why charter schools close, financial red flags, school discipline laws, EC overview, and what classical means. Board member participation in a number of trainings will be required as part of the board member expectations.

**Q165. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.**

The LCA board understands that a conflict of interest or even the appearance of a conflict of interest can damage its governing capacity and public trust. The board has a policy that prevents board members from participating in discussions and votes in which a conflict exists, has a requirement that each board member disclose any conflict that may arise, and requires that each board member sign an annual statement disclosing any known possible conflicts. Failure to disclose possible conflicts of interest are grounds for which board members may be removed from the board.

**Q166. Explain the decision-making processes the board will use to develop school policies.**

The LCA board will be deliberative and intentional in their decision-making. Information will be gathered from a variety of sources, decisions will be carefully considered after discussions and debates, and votes will be taken at properly called and noticed meetings. Consideration will be given to staff recommendations, feedback and practices from other high-performing charter schools, input from committees where appropriate, relation to mission, impact on students and instruction, and budgetary impact. Anytime that the board feels like they need information that they do not have they will ask for it and ATA will provide it.

**Q167. Describe any advisory bodies, councils, or associations listed in the organization chart or to be formed, including the roles and duties of that body, and the reporting structure as it relates to the school's governing body and leadership.**

Legacy Classical Academy will use a School Improvement Team (SIT) to keep the school mission- focused and continuously improve operations, processes, and procedures related to students and instruction. The SIT will consist of various staff members, administrators, and parent representatives. Under the direction of the principal, the SIT will evaluate and create strategies to promote successful progress towards the school-wide goals and, when appropriate, make recommendations to the board for changes to the school-wide goals and School Improvement Plan (SIP).

The Parent/Teacher Organization (PTO) will be a committee made up of parents and community members, teacher representatives, and administrators. The PTO will help the school make decisions and improve the programs, processes, and procedures that relate to extra-curricular offerings for students and parents.

**Q168. Discuss the school's grievance process for parents and staff members.**



The grievance process is a formal way for parents and staff members to resolve issues. If parents have an issue with a staff member and have not been able to come to a satisfactory resolution, they may file grievance with the staff member's supervisor, usually the principal. If the parent has an issue with the principal, the parent may file a grievance directly with the board of directors. If the supervisor does not resolve the issue to the parent's satisfaction, the grievance will escalate to the board of directors.

The board of directors will hear from the parent, gather evidence if appropriate, and make a determination about the dispensation of the grievance.

If a staff member has a grievance, he or she may file a grievance with the principal, or with the board of directors if the grievance is with the principal. If the principal cannot resolve the grievance to the staff members' satisfaction, the grievance will escalate to the board of directors. The board will hear from the staff member, gather evidence if appropriate, and make a determination about the dispensation of the grievance.

**Q169. Attach Appendix G Organizational Chart**

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

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

**Applicant Evidence :**


Org Chart.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**

**Q170. Attach Appendix H Charter School Board Member Information Form and Resume**

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

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

**Resources**


Charter School Board Mem...



Applicant Evidence :


Board Resumes and Forms ...

Uploaded on **4/26/2022** by  
**Mary Catherine Sauer**

Q171. **Attach Appendix I**

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

for Each Board Member

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

Resources


Charter School Board Mem...

Applicant Evidence :


Background Forms and Ch...

Uploaded on **4/26/2022** by  
**Mary Catherine Sauer**

Q172. **Attach Appendix J Proposed By-Laws of the Nonprofit Organization or Municipality** The proposed by-laws, which must include a Conflict of Interest Policy for board members and a stated commitment to the NC Open Meetings Law.

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

Applicant Evidence :


Bylaws Legacy.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**

Q173. **Attach Appendix K Articles of Incorporation or Municipal Charter**

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



- If the applicant is a municipality, attach a copy of the municipal charter.

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

Applicant Evidence :


Articles of Incorporation.pdf

Uploaded on **4/22/2022** by  
**Meg Hayes**

### 10.3. Staffing Plans, Hiring, and Management

Q174. **Projected Staff** Complete the staffing chart below outlining your staffing projections. Adjust or add functions and titles as needed to reflect variations in school models. Be mindful that your predicted administration and staff match the projected enrollment noted in Section I, course offerings, and align with the proposed budget.

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

Resources


Staffing Chart Template.xlsx

Applicant Evidence :


Hiring Chart Legacy.xlsx

Uploaded on **4/28/2022** by  
**Mary Catherine Sauer**

Q175. **Staffing Plans, Hiring, and Management** Explain the board's strategy for recruiting and retaining high-performing teachers.



The LCA board recognizes the importance of having an excellent teacher in every classroom. To that end, the board has developed a series of strategies that will aid in the recruitment and retention of high-quality classroom teachers.

- The board is committed to providing teachers with all the necessary resources they need to be successful. That includes comprehensive instructional materials so that teachers can spend their time developing relationships with their students instead of searching the internet for relevant materials.
- The board and administration will purposefully work to create a culture of excellence. They will promote the growth mindset throughout the community, where mistakes are an important part of success and teachers are free to share their successes and failures as they work together to improve student learning.
- Teacher development will be a focus of LCA and many parts of the program reflect that focus. An instructional coach will work closely with teachers starting in the first year to develop their understanding and delivery of the curriculum, identify and improve areas of weakness, and share areas of strength. Days will be built into the calendar for peer observations, both vertical and horizontal, so teachers can observe each other and learn and study best practices. Teachers will receive dedicated training in each instructional program used every year, so they become confident and proficient in delivering each part of the program.
- Teachers will have a voice in the decision-making process of LCA and will have opportunities to participate in the School Improvement Team, the PTO, and hiring committees.

**Q176. If already identified, describe the principal/head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Provide specific evidence that demonstrates the capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. If no candidate has been identified, provide the job description or qualifications, and discuss the timeline, criteria, and recruiting/selection process for hiring the school leader.**

The principal/head of school will be Dr. Renée Clifford. She comes to Legacy Classical Academy with seventeen years of experience as a classroom teacher and two years of administrative experience. Dr. Clifford has worked in public, private, and charter schools throughout her career. She obtained her doctorate in Curriculum and Instruction and is uniquely qualified to lead Legacy Classical Academy. Dr. Clifford is well-verse in the classical trivium framework, having taught at a classical K- 12 school for six years. Dr. Clifford is a transformational leader and has experience with all of the curriculum: Saxon Math, Core Knowledge, and Shurley Grammar.

**Q177. Attach in Appendix O the School Leader’s Resume If the school leader has been identified, include the school leader’s one-page resume in Appendix O.**

Applicant Evidence :



Uploaded on **4/26/2022** by  
**Renee Clifford**

**Q178. Provide a description of the relationship that will exist between the charter school employees and the school’s board of directors.**



The staff of LCA will be employed by American Traditional Academies, while the teachers will be jointly employed by ATA and Legacy Classical Academy. ATA and LCA administration will recruit and vet qualified candidates for the LCA board's approval. The LCA administration will regularly train, support, evaluate, and develop the school employees. ATA will train, support, evaluate, and develop the LCA principal, and the LCA board will annually give ATA feedback on the performance of the school and the principal.

**Q179. Outline the board's procedures for hiring and dismissing school personnel, including conducting criminal background checks.**

American Traditional Academies will assist the principal in recruiting and vetting potential employees. Procedures will include interviews with other staff members, checking references, and performing criminal background checks. Recommended candidates will be presented to the board for approval. Every position will be conditional on a favorable background check and board approval. Similarly, the principal, as the supervisor of all staff members, will be responsible for the development and discipline of employees. If, after reasonable efforts to help an employee meet expectations, the principal concludes that a dismissal is in the best interest of the school and students, the employee may be dismissed with board approval.

**Q180. Outline the school's proposed salary range and employment benefits for all levels of employment.**

LCA is projecting the following salary ranges:

Principal \$75,000 - \$85,000

Assistant Principal \$55,000 - \$65,000

Instructional Coach \$50,000 - \$60,000

EC Teachers \$45,000 - \$55,000

Clerical \$25,000 - \$35,000

Teacher Assistant \$25,000 - \$35,000

Classroom Teachers \$40,000 - \$45,000

Specials Teachers \$40,000 - \$50,000

Tutor \$35,000 - \$40,000

Librarian \$40,000 - \$48,000

Each full-time employee will be offered a comprehensive healthcare plan and a retirement account with a matching employer contribution.

The goal of the LCA salary ranges is to hire the best possible personnel at competitive salaries. Salary ranges from area charter and district schools were used for comparison. Average salaries have been used for budgetary purposes. The LCA budget also accounts for annual merit-based raises and increases in both healthcare and retirement expenses.

**Q181. Provide the procedures for handling employee grievances and/or termination.**



The employee grievance policy will offer employees a process for resolving situations in which the employee feels that he or she has been wronged. The first step in the grievance process is for the employee to speak to his or her immediate supervisor about the problem. If the immediate supervisor does not resolve the issue to the employee's satisfaction, a written grievance may be submitted to the principal. If the principal does not resolve the issue to the employee's satisfaction, then a written grievance can be submitted to the Board of Directors. If the immediate supervisor is the principal, steps one and two, a verbal and then written grievance, will both be submitted to the principal, then an appeal can be made to the Board of Directors. The principal, as the direct supervisor of the employees, will have the responsibility of evaluating and developing employees. If, after an appropriate attempt to develop a staff member, the principal decides that the staff member is not a good fit for LCA, he or she may make a recommendation to the board for termination. In extreme cases, the principal may recommend immediate termination. The final decision to dismiss an employee will rest with the Board of Directors.

**Q182. Identify any positions that will have dual responsibilities and the funding source for each position.**

As with many public charter school employees, many LCA staff positions may have dual responsibilities. For instance, the office staff will be cross-trained and will share in the operational duties. Administrators will take on many roles including testing coordinator and ELL coordinator. All employees with dual responsibilities will be funded through the general operating budget. EC teachers who are funded with federal EC monies will not have dual roles or responsibilities.

**Q183. Describe the plans to have qualified staffing adequate for the anticipated special needs population and means for providing qualified staffing for EL and gifted students.**

Based on other schools in the area, the anticipated EC population is 13% of ADM, or 26 students the first year. Legacy Classical Academy has budgeted for one full-time, experienced, licensed, highly qualified EC teacher to serve those students. Additionally, LCA has budgeted for contracted services for EC students such as speech therapy, occupational therapy, and psychological services. Because of the challenging nature of our program, the commitment to a comprehensive, core curriculum, and the ability to differentiate to meet students' various needs, LCA does not intend to hire any staff specifically for gifted students.

As soon as the SBE approves LCA to go to the Ready to Open process, the LCA administration will begin searching for qualified EC teachers, following the same hiring procedures that will be used for other positions.

**Q184. Provide a narrative detailing the roles and responsibilities, qualifications, and appropriate licenses that each position must have to be hired by the school's board of directors and effectively perform the job function(s).**



**Principal:** The principal will be responsible for overseeing the day-to-day operations of the school. He or she will implement the policies approved by the Board of Directors and will, at the direction of the board, be responsible for all aspects of school operations. The principal will supervise the school staff and ensure the school's compliance with all applicable laws, SBE policies, and testing procedures. The principal must be committed to the mission of LCA and willing to work collaboratively to achieve the school-wide goals as set out in this application and the School Improvement Plan. A bachelor's degree and leadership experience are required. An advanced degree or equivalent charter school experience is preferred.

**Assistant Principal:** The assistant principal will report to the principal and perform duties delegated to him or her by the principal. The assistant principal will fulfill the duties of the principal in his or her absence. The assistant principal must be committed to the mission of LCA and be willing and able to work collaboratively to achieve the schoolwide goals. A bachelor's degree and leadership experience are required. An advanced degree or equivalent charter school experience is preferred.

**Instructional Coach:** The instructional coach will support the teachers by observing, training, encouraging, demonstrating for them, and educating them on all aspects of instruction in general and the LCA curriculum in particular. He or she will, along with and at the discretion of the principal and assistant principal, be responsible for ensuring that the chosen curriculum and instructional materials are taught with enthusiasm and fidelity. A bachelor's degree, teaching experience, and extensive knowledge of the Core Knowledge sequence are required.

**Teachers:** Teachers will be responsible for teaching the curriculum, maintaining safe and orderly classrooms, working collaboratively to further the mission and goals of the school, maintaining accurate records, and contributing to the LCA community. All teachers must have a complete understanding of the curriculum, and a bachelor's degree. Licensed teachers are preferred.

**EC Teachers:** EC teachers will be tasked with addressing the needs of students with special needs. EC teachers will provide continuing instruction and evaluation of students in the EC program and work closely with the classroom teachers to ensure the needs of students receiving EC services are met. They will ensure compliance with all applicable laws and regulations. EC teachers will be highly qualified and licensed.

**Tutor:** Tutors will work one on one or in small groups with students who need extra help to meet expectations but do not qualify for EC services. Tutors must have a complete understanding of the curriculum, and a bachelor's degree. Teaching experience is preferred.

**Teacher Assistants:** Teacher assistants will assist teachers as needed. A bachelor's degree is preferred.

**Office Assistants:** The office assistants will work closely with ATA and handle clerical duties including purchasing, invoicing, payroll, and inventory. He or she will also assist with student data, attendance, and communications. The operations manager will have a bachelor's degree and experience in financial or business management is preferred.

**Librarian:** The librarian will manage the school library and reading incentive programs.

## 10.4. Staff Evaluations and Professional Development

Q185. Identify the positions responsible for maintaining teacher license requirements and professional development.



The principal will be responsible for helping teachers meeting and maintaining licensure requirements. With the support of ATA, the principal will provide professional development for the staff.

**Q186. Provide a detailed plan noting how the school will mentor, retain and evaluate staff in a format that matches the school's mission and educational program. The plan should also describe how the school will meet the teacher certification and licensure requirements for teachers as prescribed by state and federal law. Be sure this overview matches with the projected staff and funding of the proposed budget section.**

LCA's instructional coach will serve as a mentor to all teachers. Additionally, new teachers will be assigned experienced teachers to serve as mentors. Observations will be conducted in several different ways. The principal and assistant principal will conduct formal classroom observations at least once per semester. These observations will be followed up with feedback in a post-observation meeting with the administrator.

Additionally, an administrator will conduct informal walk-throughs at least twice per quarter. The administrator will provide feedback from these informal observations in the form of a walk-through form that will be given to the teacher after the visit. For new teachers, mentors will also observe and provide feedback and support on a quarterly basis. Retaining high quality teachers will be a priority for the administration and the board. Teachers will be surveyed once or twice per year. Teachers will be represented on the SIT, PTO, and principal's hiring committee. To help teachers obtain and maintain their license, LCA will use the NCEES to evaluate teacher and help them work toward continuous improvement. Legacy Classical Academy will also strive to pay teachers competitive salaries and put a priority on training, coaching, and development.

**Q187. Describe the core components of the professional development plan and how these components will support the effective implementation of the educational program. Describe the extent to which professional development will be conducted internally or externally and will be individualized or uniform.**



The staff development plan consists of four distinct kinds of development: formal, individual, small group, and observational.

**Formal:** The formal, staff-wide development will be delivered internally, sometimes by an administrator and sometimes by someone brought in with expertise on a specific topic. Formal development will include most of the professional development days before school starts and will also occur during many of the bi-monthly staff meetings. The initial PD that is delivered by an expert Core Knowledge instructor will be followed up during the year with check-ins and a visit by outside Core Knowledge evaluators. During those visits, the outside evaluators will use the Core Knowledge implementation guide to provide the school with valuable feedback on their program. The principal will use the feedback from the outside evaluators to plan subsequent training.

**Individual:** Individual professional development includes internal and external, subject or skill specific training. Teachers will receive coaching and specific support for any areas that can use improvement. In addition to the instructional coach, mentors will provide valuable development for new teachers in the form of frequent feedback and support. Instructional observations coupled with feedback from the administration and the instructional coach will provide further valuable professional development for the LCA staff.

**Small Group:** Teachers will be expected to meet in small groups weekly. These Professional Learning Communities (PLCs) will serve as a way for grade level teams to use student data to evaluate their lessons, plans, and instruction. The instructional coach and administrators will facilitate some of these meetings to ensure that they are maximized to improve instruction.

**Observational:** Observations of best practices will be used for both individuals and groups. Days will be set aside for peer observations so that teachers can learn by example from each other. The instructional coach will facilitate discussions with the observers after the observations.

**Q188. Provide a schedule and explanation of professional development that will take place prior to the school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.**

Eight days have been included in the staff development before the first day of school. The training involves a combination of professional external and in-house instructors. The external instructors will be included as part of the CDS management fee.

Core Knowledge Training - 2 days

Domain Mapping - 1 day

NWEA Training - 1 day

Math/Shurley English - 1 day

LCA Orientation - ½ day

Classical Instruction - ½ day

Health and Safety (including training in epi-pens, allergies, blood borne pathogens, safety procedures) - 1 day

Power School - ½ day

EC Training - ½ day



**Q189. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan.**

The professional development that takes place during the school year will be more individualized than the PD that will be scheduled before school begins. The instructional coach will work with each teacher individually to identify strengths and weaknesses and develop a plan to help each teacher grow and improve as an instructor. The instructional coach will use strategies such as modeling, observations, coaching, and instructing to develop teachers' instructional practices. Additionally, time will be set aside during regular school hours for teachers to observe their peers. Those observations will give all teachers the chance to learn from the best and most experienced educators.

### 10.5. Marketing, Recruitment, and Enrollment

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

**Q190. Marketing Plan Marketing to potential students and parents is vital to the survival of a charter school. Provide a plan indicating how the school will market to potential students and parents in order to reasonably reflect the racial/ethnic and demographic composition of the district in which the charter school will be located or of the special population the school seeks to serve: (G.S.115C-218.45(e)).**

LCA has a specific marketing plan that will help reach the goal of reflecting the racial/ethnic demographics of Rockingham County and meet its enrollment targets. The school will use demographic information to target specific communities that are currently underserved by charter schools and other educational options. As bus stops are chosen, areas surrounding the bus stops will be targeted with mailings and outreach, while additional bus stops will be chosen based on student enrollment. LCA will reach out to a wide variety of community organizations that serve students of varied backgrounds, including community centers, YMCA, churches, and daycares.

**Q191. Describe how parents and other members of the community will be informed about the school.**

While word of mouth is likely to be a very effective means of raising community awareness about LCA, the specific marketing plan is designed to reach a large community. Once prospective parents hear about LCA, the website, social media, and information meetings will inform them of the particular program that makes LCA a good choice. The association with Legacy Classical Academy and cross-promotional opportunities will further help educate the community about what the schools offer.

**Q192. Describe your plan to recruit students during the planning year, including the strategies, activities, events, and responsible parties. Include a timeline and plan for student recruitment/engagement and enrollment, with benchmarks that will indicate and demonstrate suitable recruitment and enrollment practices over time.**



American Traditional Academies will be responsible for the marketing of the school. The LCA board will approve the detailed enrollment plan and carefully monitor the application and enrollment benchmarks and participate in various events. Dr. Clifford, the principal, is already an active participant in the execution of the marketing plan.

Application Targets					
Month	February	March	April	May	June
Goal	100	175	225	275	320

Category	Strategy	Timeframe
Social Media	Frequent posts across platforms including activities, pictures, and program information	Ongoing
Information Meetings	Once or twice per month at various locations	January 2023 - July 2023
Direct Mail	Targeting specific communities that will help achieve the targeted population	March 2023 - April 2023
Advertising	Billboards and other ads designed to reach a broad audience	February 2023 - April 2023
Community Events	Attend festivals, parades, etc.	September 2022 – August 2023
Community Outreach	Distribute flyers and brochures	February 2023 – May 2023

Q193. Describe how students will be given an equal opportunity to attend the school. Specifically, describe any plans for outreach to: families in poverty, academically low-achieving students, students with disabilities, English learners, and other students at-risk of academic failure. If your school has a specific area of focus, describe the plan to market that focus.

The LCA target area has a wide variety of household incomes that will be reached when targeting the 8-mile radius from the potential site. LCA will further target satellite areas that will contain potential bus stops and use direct mail and community engagement efforts to market to the parents in those areas.

Q194. What established community organizations would you target for marketing and recruitment?



LCA will target existing community organizations including community centers, churches, the YMCA and YWCA, daycares and preschools in the target areas, athletic organizations, and the Boys and Girls Club. Flyers will be delivered to those organizations, but LCA will further try to build relationships with them. Where those relationships develop, information meetings and other events may be held there in hopes of LCA becoming a valued part of the community.

## 10.6. Parent and Community Involvement

**Q195. Describe how you will communicate with and engage parents and community members from the time that the school is approved through opening.**

LCA will hold information meetings, spirit nights, and have up to date information on its website and social media platforms. Once the lottery is held and students are enrolled, parent advisory committees will be formed and the LCA staff will help support and facilitate the formation of the PTO.

**Q196. Describe how you will engage parents in the life of the public charter school. Explain the plan for building engaging partnerships between the family and school that strengthen support for student learning.**

As one of the four pillars of the LCA mission, parental partnerships will be a large part of the school culture. The permanent facility will include a dedicated parent room where parents can gather, meet, volunteer, and be welcomed as a part of the community. Parents will be encouraged to volunteer in and out of the classrooms, welcomed into the building, and invited to actively participate in advisory committees, the PTO, and the SIT. Twice per year parent input will be requested through anonymous surveys.

**Q197. If already identified, describe any programs you will offer to parents and/or the community and how they may benefit students and support the school mission and vision.**

LCA will offer town halls, curriculum nights, and special speaking events that will be open to parents and community members. Working with the Legacy Classical Academy community will make it possible to offer more programs and events that will strengthen parent and community engagement for both schools. As parents learn more about parenting, safety, academic programs, and the school operations through these programs and events, they will be better able to truly partner with the school to the benefit of students and student achievement.

## 10.7. Admissions Policy

**Q198. Weighted Lottery Does your school plan to use a weighted lottery? The State Board of Education may approve an applicant's request to utilize a special weighted, or otherwise limited, lottery in certain circumstances. If the charter applicant wishes to deviate in any way from the open lottery normally utilized by charter schools, the following requirements must be met:**

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



were converted from traditional public schools shall give admission preference to students who reside within the former attendance area of the school (G.S. 115C- 218.45(c)).

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

- Yes
- No

**Q199. Please provide the following: 1) A thorough explanation of how the specific mission of the school, as set forth in the application, requires the utilization of the weighted or limited lottery**

Legacy Classical Academy aims to be an educational option for all students in Rockingham County. A weighted lottery will help ensure that all students, even those who do not typically have access to educational options are able to access a high-quality, classical education.

**Q200.2) A thorough description of the processes and procedures the applicant intends to use to effectuate the lottery.**

LCA will accept applications online and at various marketing events. All applications that are received during the open enrollment period (September - January 31) will be eligible for the lottery.

During the application process, applicants will be asked if they would like to be considered for economically disadvantaged status. If the applicant chooses, he or she may fill out the form that will determine if the family is considered economically disadvantaged. LCA will use the same criteria to determine economically disadvantaged status as it uses to determine eligibility for free and reduced lunch. Students who are economically disadvantaged are entered into the weighted lottery. If a student is not offered a spot during the weighted lottery, then that student is also entered in the general lottery. After available spots have been filled, student names are drawn and placed on a waiting list for each grade.

LCA will give preference to children of board members, children of full time staff members, siblings of current students. After those preferences are offered spots, a lottery will be held for students who are economically disadvantaged for up to 20% of remaining openings. After the weighted lottery, any remaining students who did not get a spot are entered into the general lottery which will include all remaining spots.

After being offered a spot, parents will have two weeks to accept the spot, and initially 30 days to complete enrollment.

Any applications received after the lottery will be placed at the bottom of the waiting list in the order in which they are received.

**Q201.3) The underlying research, pedagogical, educational, psychometric, and legal, that supports the request and the procedures the applicant is requesting.**

The LCA board believes that all students have a right to high-quality educational options. There are some students who still face barriers to attending a public charter school. A weighted lottery will give traditionally underserved populations a better opportunity to access the kind of education that they deserve. It will also help ensure that LCA meets its goal of serving a diverse population.



Q202. Provide the school's proposed policies and the procedures for admitting students to the proposed charter school, including:

1. Tentative dates for the open enrollment application period, enrollment deadlines and procedures. \*Please be advised schools cannot accept applications until after final approval from the SBE.
2. Clear policies and procedures detailing the open enrollment lottery plan, including policies regarding statutory permitted student enrollment preferences.
3. Clear policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.
4. Explanation of the purpose of any pre-admission activities (if any) for students or parents.
5. Clear policies and procedures for student withdrawals and transfers.

The open enrollment period will run from the time of State Board Approval to the last day of the following month, giving parents more than 30 days to enroll. During that time parents may apply online or in person at LCA events.

During the initial application process, parents will have an opportunity to share if they are considered economically disadvantaged. Parents who wish to do so may fill out an eligibility form to determine if they qualify for the weighted lottery.

The lottery will be held in two parts after the open enrollment period. 20% of available spots will be reserved for the first lottery that will be for students from families who are economically disadvantaged. After those spots are filled, or all of the economically disadvantaged students have been placed, a lottery will be held for the remaining spots. Students who are offered a place will initially be given at least 30 days to enroll. All students who apply during the open enrollment period will be included in the lottery, if necessary. If there are more applications in a given grade level than there are spots available, a lottery will be held for that grade. Students who have preference will be placed first. Additional available spots will be filled. Any students remaining after all of the available spots are filled will be numbered on a waiting list.

During the lottery process, preference will be given to students who are children of board members, children of full-time staff members, and siblings of currently enrolled students, and economically disadvantaged students. Multiple birth siblings will be entered into the lottery under one surname. If that name is drawn in the lottery then all multiple birth siblings will be admitted.

Any student who applies after the open enrollment period will be put on the bottom of the waiting list in the order in which the applications are received. If an enrolled student wishes to withdraw, the parents will be asked to fill out a withdrawal form that includes information about where the student will attend school and the reason that the student is leaving LCA. If a student who has previously withdrawn wishes to re-enroll, the student must fill out an application and will be put on the end of the waiting list. Records for students who withdraw will be sent to the new school upon request.

There will be no pre-admission activities.

## 10.8. Certify

Q203. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- Yes
- No



**Q204.Explanation (optional):**

The LCA board submitted an application under the same name in the last cycle. This charter application has been revised to reflect the feedback that the CSAB provided. LCA is modeled after other successful charter schools that share core programmatic elements, including Cornerstone Charter Academy and Revolution Academy. Specifically, the Revolution Academy structure, academics, operations, and other documents were used to create this plan, thus similar wording and concepts are shared between this application and the applications for Revolution Academy and Revolution Academy: Bunker Hill.

American Traditional Academies is supporting several applications in this cycle and, where processes and structures overlap, those applications may share common language and ideas.



## 11. Operations

### 11.1. Transportation Plan

Q205. Describe in detail the transportation plan that will ensure that no child is denied access to the school due to lack of transportation. Include budgetary assumptions and the impact of transportation on the overall budget. The details of this plan should align with the mission, identified need for the charter school, targeted student population, and the budget proposal. If you plan to provide transportation, include the following:

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

Legacy Classical Academy plans to contract with a local service provider for the operation of two buses to community stops. Each bus can transport 60 to 80 students, allowing for the transportation of approximately 50% of the LCA's initial student population. Preference will be given to students who are economically disadvantaged. \$90,000 has been budgeted for transportation the first year, increasing each year as the student population grows. First Student is an experienced service provider that provides transportation services to many area schools, both charter and district, and follows applicable laws. The service provider will also be able to transport EC students in the event that transportation services are needed to serve those students. The "other" line item under professional contracts can be used to cover the cost until additional EC funds are secured. In the event that the school does not have enough funds to cover those costs, the management fee will be lowered to ensure that the school is in compliance with all IEPs and meets the needs of all of its students. The administration team will work closely with the service provider to monitor student transportation on a daily basis and handle any problems as they arise.

### 11.2. School Lunch Plan

Q206. Describe in detail the school lunch plan that will ensure that no child is lacking a daily meal. The details of this plan should align with the targeted student population and school budget proposal. If the school intends to participate in the National School Lunch Program, include the following components in the response:

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



LCA does not plan to participate in the national school lunch program. Students who qualify, however, will be given a free or reduced lunch through the LCA lunch program. Each day, students may eat a packed lunch, or one purchased from the lunch vendor for that day. The school plans to use a percentage of the sale of the vendor lunches to offset the cost of the free and reduced lunches. \$31,000 has been budgeted for free and reduced lunches. Without any offset from the vendor lunches, these funds will provide lunch for 66 students at \$2.50 per day.

### 11.3. Civil Liability and Insurance

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

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

**Q207. Complete the attached table, indicating the amount of each type of coverage as outlined in a quote obtained from an insurance provider.**

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

#### Resources

Insurance Coverage Templ...

#### Applicant Evidence :

Insurance Template Legacy...

Uploaded on **4/24/2022** by  
**Mary Catherine Sauer**

**Q208. Attach Appendix L: Insurance Quotes**

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

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



Applicant Evidence :



2022 Legacy Classical Acad...

Uploaded on **4/6/2022** by  
**Meg Hayes**

### 11.4. Health and Safety Requirements

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

Q209. **We, the Board members will develop a written safety plan and policies to be shared with staff, parents, and students and be available upon inspection from the Department of Public Instruction and local Health Departments. The Board Chair must sign this question.**

Signature

### 11.5. Start-Up Plan

Q210. **Provide a detailed start-up plan for the proposed school, specifying tasks, timelines, and responsible individuals (including compensation for those individuals, if applicable).**



While not an exhaustive list, the following chart will serve as a guide for the pre-opening tasks from the CSAB recommendation to August, 2023. The principal, with the support of ATA staff, will be primarily responsible for overseeing the pre-opening tasks. She will be paid a salary that comes out of the pre-opening budget, approved by the board. Funds for the pre-opening tasks will be provided by a loan from ATA.

<b>TASK TIMELINE</b>			
<b>Planning Year January 2023 – August 2023</b>			
<b>Task</b>	<b>Beginning Date</b>	<b>End Date</b>	<b>Responsible Party</b>
Develop marketing package	CSAB Approval	January	Principal
Locate back-up location	CSAB Approval	January	Principal, ATA, Board
Schedule marketing activities	CSAB Approval	December	Principal
Secure permanent site	SBE Approval	July	ATA, Board
Recruit key staff	SBE Approval	April	Principal, ATA
Secure office, phone, fax, etc.	SBE Approval	April	Principal, ATA
Set up financial accounts, processes	SBE Approval	April	Principal, ATA
Board/principal training	September 2022	February	OCS, ATA
Recruit full staff	SBE Approval	June	Principal
Apply for 501c3	CSAB Approval	October	Principal, ATA
Set up application	CSAB Approval	January	ATA
Information Meetings (2x/month)	December 2022	February 2023	Principal
Direct mail drop (2 or more)	SBE Approval	April	Principal, ATA



Develop policy manuals, handbooks, opening plan	CSAB Approval	February	Principal, Board
Order curriculum	SBE Approval	March	Principal
Order furniture	SBE Approval	March	Principal, ATA
Order computers, chromebooks, etc.	April	May	Principal
Secure internet, IT services	SBE Approval	August	Principal, ATA
Execute EC related services contracts	April	May	ATA
Plan lunch vendors	May	June	Principal
Upfit temporary facility	June	July	ATA
Secure bus transportation services	April	June	Principal
Hold grade-level socials	June	July	Principal, Staff
Continue enrollment activities	February	June	Principal, Staff
Hold public lottery	TBD	TBD	Principal, ATA
Verify enrollment information	April	June	Principal, Staff
Request records	June	July	Principal
Review EC files	May	June	Principal, EC Staff
Schedule PD	March	June	Principal, ATA
Choose legal counsel, auditor	July	July	Board



Help establish PTO	May	June	Principal
Recruit substitute teachers	May	July	Principal
Register employees for benefits	May	June	Principal, Staff
Review and revise budget	April	May	Principal, Board
RTO Reports	September	May	Principal, Board
Renew/revise insurance	May	June	ATA

**Q211. Describe what the board anticipates will be the challenges of starting a new school and how it expects to address these challenges. Submit a Start-up (Year 0) Budget as Appendix O, if applicable.**

The biggest challenges for any new school are

1. Facilities
2. Start-up funds
3. Enrollment
4. Leadership

The LCA board has contracted with ATA to help ensure a smooth, successful opening. Dr. Clifford, the identified principal, will oversee the pre-opening and planning year activities. The board, ATA staff, and school staff will work together to secure appropriate temporary, back-up, and permanent facilities. The search for an acceptable temporary facility has already been initiated. After a temporary facility has been secured, a back-up facility will be identified, and planning will proceed from there.

ATA will secure start-up funds that will ensure adequate resources for all of the enrollment, marketing, procurement, and staffing that needs to be done before state funds are received. Funds will also be available for any unexpected obstacles that arise during the planning year.

Having a healthy marketing budget and proven marketing plan will be an essential part of making sure that enrollment targets are met. Having a principal who is pursuing prospective students full-time is also key. ATA will provide guidance and support for Dr. Clifford, who will be able to devote as much time as needed during the planning year to make sure that the school opens at capacity.

One of the most important decisions that any new board will make, and one that is essential to the success of a new school, is hiring the school leader. Having already identified a principal with years of classroom and administrative experience who has participated in the early development of the school and written the petition will help ensure a smooth, mission-centered start.



Applicant Evidence :


Start-up Budget.pdf

Uploaded on **4/28/2022** by  
**Mary Catherine Sauer**

## 11.6. Facility

Note that the SBE may approve a charter school prior to the school's obtaining a facility; however, students may not attend school and no funds will be allocated until the school has obtained a valid Certificate of Occupancy for Educational use to the Office of Charter Schools.

**Q212. What is your plan to obtain a building? Identify specific steps the board will take to acquire a facility and obtain the Educational Certificate of Occupancy. Present a timeline with reasonable assumptions for facility selection, requisition, state fire marshal and health inspections, and occupation.**

The LCA's board has identified a temporary facility that will allow the school to open with 201 students in August 2023. The majority of space in the facility already meets the code required to obtain the required ECO. A second building will require some upfit before it meets the requirements for educational occupancy. ATA has met with an architect and contractor to ensure that what needs to be done can be achieved within the timeframe that will accommodate an accelerated opening.

Beyond the temporary facility, LCA intends to identify a back-up location that can be utilized in the event that something goes wrong with the proposed temporary facility. The team will try to find a couple of facilities within Rockingham County that already have an ECO or can obtain one relatively easily. The back-up location may require separate sites or adjustments to the planned program but will be a safe place to open should the need arise.

Permanent Facility - The search for a permanent facility has already begun. One very promising site that is a potential upfit of an existing site has been identified and will be pursued along with all other possibilities. ATA, with support of the board, will continue to search for a permanent site, and when the best option has been identified, will take the next steps to acquire and develop the facility. Options being explored include a new facility and upfitting an existing facility.

**Q213. Describe the school's facility needs based on the educational program and projected enrollment, including: number of classrooms, square footage per classroom, classroom types, common areas, overall square footage, and amenities. Discuss both short-term and long-term facility plans. Demonstrate that the estimate included in your budget is reasonable.**



Based on an eventual ADM of 727, LCA will need a facility between 50,000 and 60,000 sq.ft. that has:

29 general ed classrooms of approximately 700 - 800 sq.ft.

4 EC classrooms/offices

Gym

Conference room

Parent room

7 offices

2-3 tutoring rooms

3 specials classrooms

Library

Playground space

Storage rooms

Janitor's closets

Teacher workroom

For the short term, LCA will lease approximately 22,000 square feet from Covington Wesleyan Church in Reidsville for use during the first year of operation. ATA and the board are working to identify and develop a permanent site for the school.

The budget projections have been calculated based on what other new charter schools have actually paid for facilities.

**Q214. Describe school facility needs, including: science labs, art room, computer labs, library/media center, performance/dance room, gymnasium and athletic facilities, auditorium, main office and satellite offices, workroom/copy room, supplies/storage, teacher workrooms, and other spaces.**

LCA plans to have a library, traditional classroom space, a gym that is large enough for middle school athletics, offices for administrators, EC staff, and instructional coaches, a tutoring center, a teacher workroom, a parent room, conference room, and two playgrounds.

**Q215. What is the breakdown of cost per square foot for the proposed facility? Outline how this cost is comparable to the commercial and educational spaces for the proposed school location.**

The anticipated cost for construction of the permanent facility is \$180 - \$190/sq.ft. This is in line with the Revolution Academy facility that was recently completed, allowing for a less expensive site and having access to city water and sewer.

**Q216. Facility Contingency Plan: Describe the method of finding a facility if the one the board has identified will not be ready by the time the public charter school will be opening. Include information regarding the**



**immediate spatial needs of the school and identify any programs that will not be immediately offered because a permanent facility has yet to open.**

LCA is planning for all contingencies in a couple of different ways.

A temporary facility has been identified and plans are being developed to upfit the facility to obtain the required ECO. Upon approval from the SBE, ATA will proceed to sign the lease agreement and proceed with the upfit it to meet the school's needs.

A back-up facility will be pursued just in case something goes wrong with the temporary facility. A back-up facility will have slightly different criteria. It may not have all of the amenities that the temporary facility will need, and its proximity to the target area is not as crucial.

A permanent location will be identified using all of the resources available: ATA team members, LCA board members, and helpful community members. The team will seek either a site on which LCA can build a new facility or an existing facility that can be upfitted to meet the needs of the school. Once a location has been identified, ATA, with support and consent of the board, will start the process of developing the site into LCA's permanent facility.

**Q217. Describe the board's capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.**

Three of the LLC board members, Bernie Parnell, Brian Harbour, Erica Brandon, and Mela Tucker, have deep ties to and extensive familiarity with the Rockingham community. They will be invaluable resources in the search for appropriate facilities. Kelly O'Day has extensive real estate contacts and brings her real estate knowledge and experience to the process. Lisa Walker currently serves on the board of Revolution Academy and was involved in the process of identifying temporary and permanent facilities and developing their new building.

## 11.7. Certify

**Q218. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.**

- Yes
- No

**Q219. Explanation (optional):**

The LCA board submitted an application under the same name in the last cycle. This charter application has been revised to reflect the feedback that the CSAB provided. LCA is modeled after other successful charter schools that share core programmatic elements, including Cornerstone Charter Academy and Revolution Academy. Specifically, the Revolution Academy structure, academics, operations, and other documents were used to create this plan, thus similar wording and concepts are shared between this application and the applications for Revolution Academy and Revolution Academy: Bunker Hill.

American Traditional Academies is supporting several applications in this cycle and, where processes and structures overlap, those applications may share common language and ideas.

2022 NC CHARTER APPLICATION  
NC Public Charters





## 12. Financial Plan

### 12.1. Charter School Budget

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

**Q220. If applicable, attach Appendix M: Revenue Assurances. Assurances are needed to confirm the commitment of any additional sources of revenue.**

N/A

**Q221. Attach Appendix N: Proposed Budget for Year 1 through Year 5** [Click here to access and download the Budget Template. \(https://www.dpi.nc.gov/charter-application-budget-template-2021-22xlsx/download?attachment\)](https://www.dpi.nc.gov/charter-application-budget-template-2021-22xlsx/download?attachment)

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

#### Applicant Evidence :


Legacy Budget 2023-2028.x...

Uploaded on **4/22/2022** by  
**Meg Hayes**

### 12.2. Budget Narrative

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

**Q222. How was the student enrollment number projected?**

The student enrollment numbers were projected using a variety of metrics including the lack of elementary charter schools in the county, waiting lists of schools with similar programs, data obtained from the survey and information meetings, and an analysis of demographic data from the target area. The capacity of the identified temporary facility also drove the initial enrollment projections.



**Q223. Provide an explanation as to why you believe there is a demand for the school that will meet this enrollment projection.**

There has been significant interest in a charter school in Rockingham County as evidenced by survey data and information meetings. Rockingham County has been underserved by charter schools and private schools alike. Access to school choice has been limited to families with the means to take advantage of school options in other parts of the county. The demand for more traditional, Core Knowledge schools in Rockingham County can be seen by the long waiting lists of other similar charter schools near the area.

There are currently 47 students from Rockingham County who attend Revolution Academy, located in Guilford County. There are another 44 students currently on the Revolution Academy waiting list. While all of those students may not choose to attend LCA, they are an indication that there is an unmet demand for educational options in Rockingham County.

**Q224. Provide the break-even point of student enrollment.**

The break-even point is 197.

**Q225. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.**

There are multiple contingencies that will be implemented if revenues are not what is anticipated. LCA will start by reducing staffing numbers and other expenditures will be reduced as well. Enrollment will be managed so that class sizes will be maintained, assuring a healthy and appropriate personnel budget for the ADM. If cutting expenses does not result in a budget surplus, ATA will secure additional funds to ensure that the school is solvent and/or reduce the management fee.

**Q226. Does the budget rely on sources of funds other than state, county, and federal (e.g., loans, donations, etc.)? If so, please provide the source and amount. Also, describe any committed contributions and in-kind donations of goods or services to be received by the charter school that will assist in evaluating the financial viability of the school. Clearly indicate between those grants or in-kind donations which have already been firmly committed and those the board is planning to pursue. Be sure that the appropriate assurances documentation is provided in the appendices.**

The budget does not rely on outside resources.

**Q227. Provide the student to teacher ratio that the budget is built on.**

1:22

**Q228. Describe the board's individual and collective qualifications and capacity for implementing the financial plan successfully.**

Bernie Parnell, the board chairman, has extensive experience managing budgets and operating businesses. Lisa Walker currently serves as treasurer on the Revolution Academy board, where she has helped oversee the budget and the process of procuring the tax-exempt bond. While they don't have professional experience specifically in finance, the other board members all have an understanding of budgets and oversight and are committed to providing responsible fiscal oversight.



**Q229. Describe how one or more high needs students with disabilities might affect the budget and your plan to meet student needs that might be more than anticipated.**

The enrollment of high-needs students with disabilities will indeed affect the budget for EC services, but a contingency plan is in place to ensure that the needs of all students are met. One full-time EC teacher is already budgeted for, in addition to contracted services that include speech, occupational therapy, and other related services. If more services are needed, including transportation or individual assistance, the budget will be adjusted to make sure that LCA can offer those services.

Such adjustments may include delaying discretionary technology purchases and reducing the EMO management fee. If necessary, ATA will provide resources to cover additional expenses, ensuring that the educational needs of all LCA students are met.

**Q230. If there is a plan to outsource any or all financial management areas such as payroll, benefits, audits, fundraising, accounting, etc., provide a statement on how the vendors will be selected and how the board will oversee their activities to ensure fidelity and compliance.**

American Traditional Academies will assist LCA with back-office support including payroll, benefits, accounting, etc. The board will select the auditor using a deliberative process that includes getting multiple quotes, recommendations from other successful schools, interviewing potential auditors, and discussing and voting on the proposal in a properly called meeting.

**Q231. Does the school intend to contract for services such as student accounting and financial services, exceptional children instructional support, custodial, etc? Describe the criteria and procedures for the selection of contractors and large purchases.**

ATA will provide management services that include student accounting and financial services. Should the board be unhappy with any of the services provided, ATA and the board will consult, and changes will be made if necessary.

**Q232. Explain how the budget aligns with the school's mission, curricular offerings, transportation plans, and facility needs.**

The LCA budget aligns with its missions and goals in a variety of ways. The budget was developed with the program values in mind.

ACADEMICALLY: The budget includes a full-time instructional coach, competitive average teacher salaries, and healthy curriculum line item.

STUDENT ACCESS: The budget ensures all students have access to LCA by providing transportation and lunches for 40%-50% of LCA students.

TECHNOLOGY: As a classical school, technology is used but not the focus. The budget includes money to buy student devices that will be adequate for NWEA MAP and EOG testing and laptops for teachers.

**Q233. What percentage of expenditures will be the school's goal for a general fund balance? Describe how the school will develop the fund balance.**



The budget includes a surplus of 1-3% each year that LCA will use to build a fund balance. American Traditional Academies will provide all the necessary staffing, materials, and services for the operation of the school out of the board-approved budget.

**Q234. Provide a description of proposed financing structure. Include financing of facilities, other asset financing, and leases.**

LCA plans to explore multiple options to finance the start-up, upfit, and development of a school facility. ATA has agreed to loan LCA funds to cover start-up costs as well as the upfit of the temporary facility. The board plans to supplement the loans with their own donations and fundraising. The board plans to work with American Charter Development to develop the permanent facility. ACD will develop the facility and LCA will lease it from ACD until it is in a position to purchase it. The expectation is that in 4-6 years LCA will own the facility.

**Q235. Will the school have assets from other sources (e.g. building, furniture, chairs, computers, etc.)? If yes, please provide a list. Note which are secured and which are anticipated, and include evidence of commitment for any assets on which the school's core operation depends.**

The school will not have assets from other sources.

### 12.3. Financial Compliance

**Q236. How will the school ensure adequate internal controls, including segregation of duties, safeguarding of assets, accurate and adequate record keeping?**

LCA will use sound accounting practices that will ensure adequate internal controls. Several layers of checks and balances will be used to ensure the responsible fiscal management of the school's resources.

1. ATA will work directly with the school staff to ensure adequate record-keeping and compliance.
2. American Traditional Academies will oversee all aspects of the school's budgeting and finances.
3. The LCA Board of Directors will provide ongoing oversight of the school's finances and procedures.
4. Detailed policies will be in place to outline clear expectations of financial procedures including handling cash, expense approvals, reimbursements, and deposits.

**Q237. Provide any known or possible related party transactions (relationship, description of transaction, and estimated dollars involved).**

There are no known or possible related party transactions.

**Q238. Provide the name of the firm approved by the NC Local Government Commission (LGC) that will conduct the audit. Include the complete mailing address, telephone number, and fax number. If a firm has yet to be identified, please list the firms the board has investigated.**



Darrell Keller, CPA

P.O. Box 1028

Kings Mountain, NC 28086

Phone: (704) 739-0771 Fax: (704) 739-6122

Rives & Associates, LLP

4515 Falls of Neuse Rd, Suite 450

Raleigh, NC 27609

Phone: (919) 832-6848 Fax: (919) 987-2851

#### 12.4. Certify

Q239. I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

- Yes
- No

Q240. Explanation (optional):

The LCA board submitted an application under the same name in the last cycle. This charter application has been revised to reflect the feedback that the CSAB provided. LCA is modeled after other successful charter schools that share core programmatic elements, including Cornerstone Charter Academy and Revolution Academy. Specifically, the Revolution Academy structure, academics, operations, and other documents were used to create this plan, thus similar wording and concepts are shared between this application and the applications for Revolution Academy and Revolution Academy: Bunker Hill.

American Traditional Academies is supporting several applications in this cycle and, where processes and structures overlap, those applications may share common language and ideas.



### 13. Other Forms

Q241. Sign the attached Charter School Required Signature Certification document and upload it as a PDF or image file.

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

#### Resources


Charter School Required Si...

#### Applicant Evidence :


Required Signatures.pdf

Uploaded on **4/26/2022** by  
**Mary Catherine Sauer**



## 14. Third-party Application Preparation

Q242. Was this application prepared with the assistance of a third-party person or group?

- Yes
- No

Q243. Give the name of the third-party person or group:

American Traditional Academies

Q244. Fees provided to the third-party person or group:

No fees were provided for development of the application. LCA and ATA plan to continue the relationship through the opening and operation of the school.



## 15. Application Fee

Pursuant to G.S. 115C-218.1(c) the charter school applicant must submit a \$1000 application fee to the Office of Charter Schools. The applicant must submit their application fee by **April 29, 2022, at 5:00 pm EDT** for Fast Track and Accelerated applications, and **April 29, 2022, at 5:00 pm EDT** for traditional timeline applications. Payments will be accepted in the form of a certified check. Cash is not accepted.

Q245.\***Application Note: The applicant must mail the certified check along with the Application Fee Payment Form (see the resources for this question) before or on the due date of April 29, 2022, at 5:00 pm EDT for Fast Track and Accelerated applicants, and April 29, 2022, at 5:00 pm EDT for traditional timeline applicants. Failure to submit payment by the stipulated timeline to the Office of Charter Schools will deem the application incomplete. Payments should be made payable to the North Carolina Department of Public Instruction: North Carolina Department of Public Instruction Office of Charter Schools 6307 Mail Service Center Raleigh, NC 27699-6307**

I understand

### Resources


2022 Payment Form.pdf



## 16. Signature page

Q246. [Fill out the attached resource and get it signed and notarized. Then upload as a PDF or image file.](#)

Upload Required File Type: pdf, image Max File Size: 30 Total Files Count: 1

### Resources


Signature Page.docx

### Applicant Evidence :


Signature Page.pdf

Uploaded on **4/25/2022** by  
**Mary Catherine Sauer**

Q247. [Please digitally sign your application here](#)

Signature



### Final Status

Reject  Approve

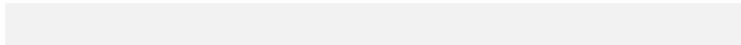
Approver Comments



---

## WEEKLY SCHEDULE

		Monday	Tuesday	Wednesday	Thursday	Friday
3rd Grade	Class 1	Art	Enrichment	PE	Music	Art
	Class 2	Music	Art	Enrichment	PE	Music
	Class 3	PE	Music	Art	Enrichment	PE
6th Grade	Class 1	Art	Enrichment	PE	Music	Art
	Class 2	Music	Art	Enrichment	PE	Music
	Class 3	PE	Music	Art	Enrichment	PE



## Start-up Budget

Post-Approval	
	Budget
Personnel	\$ 94,000.00
Office Software	\$ 3,200.00
Marketing	\$ 28,000.00
501c3	\$ 3,100.00
Insurance	\$ 6,000.00
Cell Phones	\$ 1,000.00
Office Equipment/Computers	\$ 3,000.00
Attorney Fees	\$ 5,000.00
Office Supplies	\$ 2,200.00
Supplies and Materials	\$ 1,400.00
Food	\$ 700.00
Travel	\$ 900.00
Printer/ Copier	\$ 1,500.00
<b>Total</b>	<b>\$ 150,000.00</b>

## SAMPLE DAILY SCHEDULES

	Kindergarten	3rd Grade	6th Grade
8:00			
8:05	Assembly	Assembly	Assembly
8:10			
8:15	Morning Meeting/ Math 65 min	Writing 45 min	Specials 45 min
8:20			
8:25			
8:30			
8:35			
8:40			
8:45			
8:50			
8:55			
9:00			
9:05			
9:10			
9:15			
9:20	Specials 45 min.	Math 90 min	Core I 90 min
9:25			
9:30			
9:35			
9:40			
9:45			
9:50			
9:55			
10:00			
10:05			
10:10			
10:15			
10:20	Reading 50 min	Recess	Break
10:25			
10:30			
10:35			
10:40			
10:45			
10:50			
10:55			
11:00			
11:05			
11:10	Recess 20 min	Specials 45 min	Core II 90 min
11:15			
11:20			
11:25			
11:30			
11:35			
11:40			
11:45			
11:50			
11:55			
12:00	Writing 45 min.	Science 45 min	
12:05			
12:10			
12:15			
12:20			
12:25			
12:30			
12:35			
12:40			
12:45			
12:50			
12:55			
1:00			
1:05			
1:10			
1:15			
1:20			
1:25			
1:30			
1:35			
1:40			
1:45			
1:50			
1:55			
2:00			
2:05			
2:10			
2:15			
2:20			
2:25			
2:30			
2:35			
2:40			
2:45			
2:50			
2:55			
3:00			
3:05			
3:10			
3:15			

## Signature Page

The foregoing application is submitted on behalf of Legacy Classical Academy. The undersigned has read the application and hereby declares that the information contained in it is true and accurate to the best of his/her information and belief. The undersigned further represents that the applicant has read the Charter School Law and agrees to be governed by it, other applicable laws, and SBE regulations. Additionally, we understand the final approval of the charter is contingent upon successful completion of a mandatory planning year. Per SBE policy "Planning Year for New and Preliminary Charter Schools – CHTR 013, all new nonprofit boards receiving a charter must participate in a year-long planning program prior to the charter school's opening for students. The planning year provides an applicant time to prepare for the implementation of the school's curricular, financial, marketing, and facility plans. During this planning year, regular meetings are held with the Board of Directors and consultants from the Office of Charter Schools to provide information on the following topics: school opening plans, staff development, finance, governance, board training, marketing, policies and procedures, securing a school site, and hiring a school administrator. Final approval of the charter will be contingent upon successfully completing all of the planning program requirements.

Print/Type Name: Bernie Parnell

Board Position: Chairman

Signature: \_\_\_\_\_

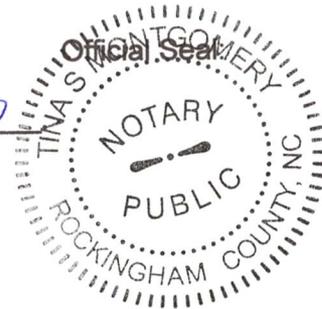
Date: \_\_\_\_\_

*Bernie Parnell*  
4-19-22

Sworn to and subscribed before me this 19<sup>th</sup> day of April, 2022.

Notary Public: Tina S. Montgomery

My commission expires: 5-10, 2023





North Carolina General Assembly  
House of Representatives

REPRESENTATIVE A REECE PYRTLLE, JR.  
65TH DISTRICT

OFFICE: 418B LEGISLATIVE OFFICE BUILDING  
300 N. SALISBURY STREET  
RALEIGH, NC 27603-5925  
PHONE: (919) 733-5779  
FAX: (919) 754-3310  
EMAIL: reece.pyrtle@ncleg.gov  
DISTRICT: ROCKINGHAM

COMMITTEES:

APPROPRIATIONS  
APPROPRIATIONS, JUSTICE AND PUBLIC SAFETY  
FAMILIES, CHILDREN AND AGING POLICY  
HEALTH  
HOMELAND SECURITY, MILITARY, AND VETERANS AFFAIRS  
JUDICIARY 2  
LOCAL GOVERNMENT—LAND USE, PLANNING AND DEVELOPMENT

April 22, 2022

To whom it may concern:

I want to express my unqualified support of the board of Legacy Classical Academy and their desire to bring more high-quality educational opportunities to Rockingham County.

I personally know the board chairman, Bernie Parnell, and understand his passion for our children and their education. Bernie has served our community for many years and will do everything he can to make sure Legacy Classical Academy is a first-class school for the children of Rockingham County.

Our county currently does not have a charter option for elementary students and this charter school will ensure that our parents, particularly those in the Reidsville area, will have options about what kind of education their children will receive.

This school is needed in our county, and is needed as fast as possible.

Sincerely,

A handwritten signature in black ink that reads "A. R. - Pyrtle Jr." with a stylized flourish at the end.

Representative A. Reece Pyrtle, Jr.





❖ If contracting with a CMO/EMO, that the selected management company has reviewed with the full Board of Directors, listed within the application, all the items required and the associated management contract and operations.

○ Name of the Contact for Selected EMO/CMO:

Mary Catherine Saver

○ Date of Review:

3/5/22, 4/7/22

○ Signature of Board Members Present (Add Signature Lines as Needed):

- [Signature]
- Kelly S. O'Leary
- [Signature]
- [Signature]
- [Signature]
- Erica S. Brand

❖ If contracting with a financial management service provider that the selected financial service provider has reviewed with the full Board of Directors, listed within the application, all the financial processes and services provided.

○ Name of the Contact:

N/A

○ Name of the Selected Financial Service Provider:

○ Date of Review:

○ Signature of Board Members Present (Add Signature Lines as Needed):

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

❖ If the proposed Board of Directors, listed within the application, is contracting with a service provider to operate PowerSchool that the service provider has reviewed all of the financial processes and services provided.

○ Name of the Contact:

N/A

○ Name of the Selected PowerSchool Service Provider:

○ Date of Review:

○ Signature of Board Members Present (Add Signature Lines as Needed):

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Certification**

I, Bernie Parull, as Board Chair, certify that each Board Member has reviewed and participated in the selection of the individuals and vendors attached to this document as evidenced by the full Board of Director signatures outlined above. The information I am providing to the North Carolina State Board of Education as Legacy Classical Charter School is true and correct in every respect.

Signature Bernie Parull

Date 4-19-22

## CHARTER MANAGEMENT AGREEMENT

This **CHARTER MANAGEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 19th day of April, 2022 (the "**Effective Date**"), by and between American Traditional Academies, LLC ("**ATA**"), a limited liability corporation, and Legacy Classical Academy, a North Carolina nonprofit corporation (the "**School**"). For the purposes of this Agreement, ATA and the School shall be referred to collectively as the "**Parties.**"

### RECITALS

WHEREAS, the School desires to collaborate with a network of other charter schools that share a common vision and program;

WHEREAS, ATA offers and provides professional educational and management services to public charter schools;

WHEREAS, the School's board of directors wishes to engage ATA to manage, operate, and administer the School, and ATA desires to be so engaged; and

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

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, ATA and the School hereby agree as follows:

### ARTICLE I DEFINITIONS

A. **Definitions.** Certain terms used in this Agreement are defined in this Article and when and if used herein, such terms shall have the meanings given to them by the language employed in this Article defining such terms, unless the context clearly indicates otherwise.

"**Academic Year**" means the 12-month period beginning on July 1 of a year and ending on June 30 of the following year.

"**Annual Budget**" means the annual budget for the School for the Academic Year as approved by the Board.

"**Board**" means the board of directors which governs the School, has or will enter into the Charter Agreement with the State Board of Education, and holds the Charter with the State Board of Education.

**“Revenues”** means all funds received by or on behalf of the School not explicitly excluded by this Agreement, including but not limited to: (1) funding for public school students enrolled at the school; (2) special education funding provided by the federal, state, and/or local government that is directly allocable to special education students enrolled at the School; (3) at-risk funding provided by the federal, state, and/or local government that is directly allocable to at-risk students; (4) Funding provided by the federal, state, or local government that is directly allocable to students enrolled at the School with limited English proficiency; (5) all other federal, state, and/or local grant sources, including but not limited to Title I and any start-up funding allocable to the School; (6) all other grants and donations received by the School to support or carry out programs at the School; (7) fees charged to students as permitted by law for extra services provided by ATA as approved by the Board.

**“Annual Surplus”** means the difference between the School’s Revenues and the School’s expenses for the Fiscal Year, given that the Revenues are greater than the expenses.

**“Fiscal Year”** means the 12-month period between July 1 and June 30 of the following calendar year.

**“School Records”** means the financial, governance, and educational records pertaining to the School.

**“Proprietary Information”** means any and all items or elements which are (i) written or created by or for ATA or (ii) written or created for schools that have granted ATA a license to use such items or elements, including but not limited to: leadership development and training frameworks, methodologies and materials, development tools, databases, processes, data, modules, templates, outlines, components, designs, illustrations, models, reports, works, studies, charts, plans, curriculum, compilations, procedures, protocols, programs, systems, analysis, leading practices, specifications, writings, flow charts, exhibits, diagrams or inventions, including enhancements and improvements to the aforementioned tools and materials.

**“Management Fee”** means the monies paid to ATA in exchange for Services under this Agreement.

**“Educational Program”** means the curriculum, supplemental tools, teaching methods, instructional design, school structure and framework, and student performance goals as written in the Charter Application and subsequently amended by mutual consent and approval of both Parties, and, where applicable, approved by the State Board of Education or the Office of Charter Schools.

**“Charter Application”** means all the documents submitted to the State Board of Education, inclusive of all appendices, for the purpose of obtaining approval to establish and operate a North Carolina public charter school.

**"Charter Agreement"** means the agreement between the School and the State Board of Education for the establishment and operation of a North Carolina public charter school.

**"Charter"** means the Charter Application and the Charter Agreement collectively.

**ARTICLE II**  
**CONTRACTING RELATIONSHIP**

- A. **Authority.** The School represents and warrants that it is authorized by law to contract with ATA for the provision of charter management services, pending approval from the State Board of Education. The School further represents that it intends to continue to operate a public charter school.
- B. **Agreement.** The School hereby contracts with ATA, to the extent permitted by law, for the provision of all management, labor, and supervision necessary for the provision of educational services to students, and the management, operation, and maintenance of the School in accordance with the educational goals, curriculum, methods of student assessment, admissions policy and criteria, school calendar and school day schedule, age and grade range of students to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board and as included in the Charter. ATA's obligations to School shall be only as expressly set forth in this agreement. Duties required to be carried out for the operation of School which are not expressly set forth herein as being ATA's responsibility shall remain the Board's sole responsibility.
- C. **Designation of Agents.** ATA, including its directors, officers, and employees are hereby designated as "other school officials having a legitimate educational interest in education records" pursuant to the Family Educational Right and Privacy Act (FERPA), 20 U.S.C § 1232g, and other applicable privacy laws. Subject to its discretion, the School also hereby authorizes ATA to communicate with and negotiate on behalf of the School with all local, state, and federal agencies.
- D. **Independent Contractor.** ATA shall provide Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of ATA. Consistent with the status of an independent contractor, ATA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with all applicable laws and regulations and the Charter. The relationship between the Parties is based solely on the terms and conditions of any other written agreement between the Parties.

**ARTICLE III**  
**TERM**

- A. **Term.** This agreement shall commence on the Effective Date and, unless terminated or renewed as set forth herein, shall continue until the termination or expiration of the initial Charter.

**ARTICLE IV**  
**OBLIGATIONS OF ATA**

- A. **Responsibility.** ATA shall be responsible and accountable to the School for the operation and performance of the School as set forth in this Agreement, the Charter, and applicable law. ATA's responsibility is expressly limited by: (i) the Annual Budget, and (ii) the availability of Revenues to pay for the Services.
- B. **Educational Program.** ATA agrees to implement the Educational Program set forth in the Charter, which may be amended from time to time by the mutual consent of the Parties and, when required, the approval of the SBE and/or the Office of Charter Schools. Not less than annually, or as reasonably requested by the School, ATA shall provide the School with a report detailing progress made on each of the educational goals set forth in the Educational Program and as amended hereafter by the mutual consent of both Parties.
- C. **Services.** In accordance with the School's nonprofit purpose, subject to the School's ultimate authority, consistent with the Charter, and pursuant to applicable law, ATA shall perform all management, operation, accounting, and administrative functions for the School (the "**Services**"), including without limitation:
- a. The day-to-day management of the School;
  - b. The development and supervision of all components of the school design, including staffing, scheduling, curriculum/instruction, assessment, data analysis, technology, compensation and incentives, transportation, and facilities;
  - c. The recruitment and enrollment of students by various means as set forth in the Annual Budget;
  - d. The employment of personnel working at the School and management of all personnel functions, as set forth herein;
  - e. Student behavior management and discipline;
  - f. All aspects of food service, in compliance with the Charter and as set forth in the Annual Budget;

- g. The implementation and administration of the Educational Program, including the selections of instructional materials, equipment, technology, and supplies;
  - h. The implementation and administration of extra-curricular and co-curricular activities and programs approved by the School;
  - i. The performance of evaluations, assessments, and continuous improvements of and to the Educational Program, including reports of the same to the School upon its request;
  - j. The management, selection, and application of technology services required to facilitate the operation of the School;
  - k. The management of certain personnel functions, as set forth in Article VII of this Agreement;
  - l. The management of the business administration of the School;
  - m. The accounting operations of the School, including general ledger management and financial reporting;
  - n. The identification, application, and administration of grants to or for the School, including in any audits related thereto;
  - o. The preparation and submission of the Annual Budget;
  - p. The performance of any other functions necessary or expedient for the administration of the School.
- D. **ATA Expenses.** In exchange for the Management Fee, ATA shall be responsible for the following non-budgeted expenses necessary to provide its support services:
- a. Payroll services, financial management, grant writing, and general accounting
  - b. Professional development
  - c. Technology support services
  - d. Student management software support
  - e. Marketing services
  - f. Website design and support
- E. **Additional Services.** ATA may provide additional services that are incidental to the services listed in this contract when those services are requested or approved by the Board and agreed to by ATA.

- F. **Location of Services.** Other than instruction, and unless prohibited by the Charter or applicable law, ATA may provide the Services, including but not limited to purchasing, professional development, and administrative services off-site.
- G. **Subcontracts.** ATA reserves the right to subcontract any and all aspects of the Services. Notwithstanding the forgoing, ATA will not subcontract the management, oversight, or operation of the teaching and instructional program without the express approval of the Board.
- H. **Purchases.** Purchases made by ATA on behalf of the School with the School's funds, such as non-proprietary instructional materials, books and supplies, and equipment, will be the property of the School. ATA shall own, and the School shall not have any claim to, any items of personal property leased or purchased by ATA with its own funds.
- I. **Rules and Procedures.** From time to time, ATA shall recommend reasonable rules, regulations, procedures, and policies to the School regarding the management, operation, and administration of the School. Once adopted by the School, ATA shall be authorized and directed to enforce such rules, regulations, procedures, and policies.
- J. **Student Performance and Evaluation.** ATA shall implement student performance evaluations that permit evaluation of the academic progress of each student. ATA shall utilize assessment strategies required by the Charter and applicable law. The School and ATA shall cooperate in good faith to identify and periodically adjust academic goals and methods to assess academic performance. ATA shall provide the School with timely reports regarding student performance.
- K. **Unusual Events.** ATA shall timely notify the School of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (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.
- L. **School Records.** The School Records are the 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 public 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.
- M. **ATA Performance Goals.** During the term of this Agreement, ATA shall use its commercially reasonable best efforts to:
  - a. Timely submit all reports required by this Agreement to the School;
  - b. Strictly adhere to the approved Annual Budget;

- c. Meet or exceed the school-wide goals contained in the Charter, or subsequently revised or amended by the mutual consent and approval of both Parties.
- N. **Facility.** ATA shall secure an adequate facility to be leased to the School which may be accomplished by leasing an existing facility, developing a new facility, securing shared space within an existing facility, developing an appropriate temporary facility, or any combination thereof. Further, ATA shall recommend and retain on behalf of School qualified professionals in the fields of facility development and construction for the expansion, design, development and construction of new or existing facilities.
- O. **Systems Development.** ATA will identify and develop school information systems to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.
- P. **Legal Compliance.** ATA will implement and enforce rules, regulations, and procedures applicable to the School that are consistent with adopted School policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality, and access to records.

**ARTICLE V**  
**OBLIGATIONS OF THE BOARD**

- A. **Board Policies.** The Board shall be responsible for the fiscal, governance, operational, and academic policies of the School. The Board shall exercise good faith in considering the recommendations of ATA including but not limited to ATA's recommendations regarding policies, rules, regulations, and the Annual Budget.
- B. **Assistance to ATA.** The Board shall cooperate with ATA and, to the extent consistent with applicable law, timely furnish ATA all documents and information necessary for ATA to properly perform its responsibilities under this Agreement.
- C. **Unusual Events.** The Board shall timely notify ATA of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (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.
- D. **Retained Authority.** To the extent required by law, the Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

- E. **Office Space.** The Board shall provide ATA and its employees with suitable office space at the School's facility at no cost to ATA, provided that the requested space is available and can be provided without materially disrupting the School's programs.
- F. **Governance.** Board members shall actively participate in annual board development and governance training, comply with the Board's adopted Code of Conduct, and make reasonable efforts to govern the School using generally accepted best practices for charter school governance.

**ARTICLE VI**  
**FINANCIAL ARRANGEMENTS**

- A. **Revenues.** Except as provided herein, all monies received by the School shall be deposited in a depository account with a financial institution mutually agreeable to the School and ATA (the "Operating Account") within three (3) business days; provided, however, that upon receipt of a notice from ATA, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. The signatories on the account shall be Board members or ATA employees designated by the Board. Interest income earned on School depository accounts shall accrue to the School.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenue received from non-governmental grants, contributions, and donations shall be made consistent with provisions of grant, contribution, or donation, where applicable.

- B. **Budget.** ATA shall manage the budget, accounting, and financial reporting functions for the School in accordance with the provisions of its Charter, this Agreement, and the Annual Budget. ATA shall operate the School on a fiscal year that aligns with the Academic Year, from July 1 to June 30 of the following year. ATA shall provide the Board with a proposed annual budget, prepared and maintained in accordance with the Charter and applicable law, prior to May 1 of the year preceding the proposed budget year. The Board shall approve the proposed budget, as may be reasonably revised by the School in consultation with ATA, no later than June 30 of each year. With the approval of both Parties, the Annual Budget shall be amended from time to time as necessary.
- C. **Fee.** ATA shall receive 14% of all Revenues as its service fee (the Fee). Payment of the Fee shall be made on the same frequency that the School receives its Revenues.

- D. **Budgetary Shortfalls.** In the event that the annual expenses for the operation of the School exceed the Revenue, ATA will provide a loan to the school to ensure that the school does not operate in a deficit. The terms of the loan will be as determined by agreement of ATA and the Board.
- E. **Other Schools.** The School acknowledges and accepts that ATA may enter into similar Management Agreements with other schools. ATA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by ATA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School.
- F. **Financial Reporting.** ATA will provide the School with:
- a. The Annual Budget, as required by this Agreement, as well as any requested amendments;
  - b. Monthly financial statements, the substance and format of which will be mutually agreeable to ATA and the School;
  - c. Monthly reports on School operations and student performance;
  - d. As reasonably requested, other information to enable the Board to (i) evaluate the quality of ATA services, (ii) evaluate the progress of the School towards meeting its school-wide goals, and (iii) make informed governance decisions for the School.
- G. **Financial Records.** ATA shall keep accurate financial records pertaining to its operation of the School and shall retain all of the said records for a period of time as may be required by applicable law. ATA and the School shall maintain the proper confidentiality of personnel, student, Exceptional Children, and other records as required by law.
- H. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the Charter and applicable law. Subject to applicable law, all records in the possession or control of ATA that are related 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 Annual Budget.

**ARTICLE VII**  
**PERSONNEL AND TRAINING**

- A. **Personnel.** ATA shall select and hire qualified personnel. With the exception of teachers, School personnel shall be employed by ATA, such that they may be included in the compensation, benefits, payroll administration, and employment policies and

practices of ATA. School personnel shall be paid pursuant to the Annual Budget. With the exception of teachers, as set forth below, ATA shall have the responsibility and authority, subject to this Article, to determine staffing levels, select, hire, train, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Annual Budget, the Charter, and applicable law. At the discretion of ATA, personnel may work on a full or part-time basis. If assigned to the School on a part-time basis, personnel may work at other schools managed or operated by ATA.

- B. **Administrators.** ATA shall have the responsibility and authority, subject to this Article, to select, hire, train, evaluate, assign, discipline, transfer, and terminate one or more administrators for the School, consistent with the Annual Budget, the Charter, and applicable law.
- C. **Teachers.** Teachers shall be jointly employed by ATA and the School, such that they may be included in the compensation, benefits, payroll administration, and employment policies and practices of ATA. ATA shall recommend qualified teachers to the Board for its consideration and approval. The Board shall have final approval over the hiring and termination of teachers. ATA shall have the responsibility and authority, subject to this Article, to determine staffing levels, train, evaluate, assign, discipline, and transfer teachers consistent with the Annual Budget, the Charter, and applicable law. At the discretion of ATA, teachers may work on a full or part-time basis. If assigned to the School on a part-time basis, personnel may work at other schools managed or operated by ATA.
- D. **Support Staff.** ATA 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 ATA, work at the School on a full or part time basis.
- E. **Training.** ATA shall provide training in its methods, curriculum, Educational Program, and technology to all Teachers on a regular basis. Teachers shall also receive at least the minimum hours of professional development required by applicable law. Non-instructional personnel shall receive such training as ATA determines reasonable and necessary to carry out the School's Educational Program and mission.
- F. **Background Checks and Qualifications.** ATA shall comply with applicable law regarding background checks, unprofessional conduct searches, and certification/licensure, as applicable for all persons working at the School.

**ARTICLE VIII**  
**TERMINATION**

**A. Termination**

- a. ATA may terminate this Agreement if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from ATA of such a breach. For purposes of the Article, a material breach includes, but is not limited to: (i) ATA's failure to timely receive any compensation or reimbursement required by this Agreement; (ii) a suspension, revocation, or non-renewal of the Charter; (iv) failure of Board members to substantially comply with the Board-approved Code of Conduct.
- b. The School may terminate this Agreement if ATA fails to remedy a material breach of this Agreement within (30) days after receiving a notice from the School of such a breach. For the purposes of this Article, a material breach includes, but is not limited to: (i) failure to account for its expenditures or pay the School's operating costs ) in accordance with the Annual Budget, (ii) failure to follow policies duly adopted by the Board which are not in violation of this agreement, the Charter, or applicable law, (iii) insufficient progress in attaining student achievement objectives and school-wide goals adopted by the Board and mutually agreeable to the Parties; (iv) any action or inaction by ATA that places the Charter in jeopardy of suspension, termination, revocation, or non-renewal.
- c. Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, by providing the other party with at least ninety (90) days written notice.
- d. If this Agreement is terminated, by either Party for any reason, such termination will become effective at the end of the then-current Academic Year.

**B. Effects of Termination.** Upon the effective date of termination of this Agreement:

- a. ATA shall have the right to remove from the School any equipment or assets owned or leased by ATA;
- b. The School shall pay ATA the Management Fee, in accordance with Article VI, for the Academic Year immediately preceding the termination;
- c. The School shall pay or reimburse ATA for any prepaid portion of any expense or liability incurred by ATA pursuant to the Annual Budget for the Fiscal Year immediately following the termination, provided that ATA supplies the School with documentation of all such expenses and liabilities;

- d. ATA shall reasonably assist the School in the execution of a closure plan (if applicable) and cooperate in the closure process, including without limitation in any audits and court or other proceedings related thereto.
- e. ATA may agree, in its sole discretion, to 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, managerial, or services arrangement.

**ARTICLE IX**  
**INSURANCE**

- A. **Insurance Coverage.** Each Party shall maintain such insurance in the coverage amounts as may be required by applicable law or contract, with the other party listed as an additional insured. ATA shall maintain such policies of insurance as required by the Charter and applicable law and shall be included in the Annual Budget. 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 also comply with any reasonable information or reporting requirements required by the other Party's insurers.
- B. **Workers' Compensation Insurance.** ATA shall maintain workers' compensation insurance as required by the Charter and applicable law for the School's personnel.

**ARTICLE X**  
**REPRESENTATIONS AND WARRANTIES**

- A. **School.** The School represents that it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- B. **ATA.** ATA warrants and represents that it is a North Carolina nonprofit in good standing and is authorized to conduct business in the State of North Carolina. ATA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The School agrees to assist ATA in applying for such licenses and permits and in obtaining such approvals and consents; provided, however, any cost or expenses in applying for such licenses, permits, approvals, and consents shall be the sole obligation of ATA.
- C. **School and ATA.** The School and ATA mutually warrant and represent to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened

or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XI**  
**INDEMNIFICATION**

- A. **Indemnification.** To the extent allowed by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other harmless from and against any and all third-party claims, actions, damages, expenses, losses, or awards which arise out of (i) the gross negligence or intentional misconduct of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to the Agreement. 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.

**ARTICLE XII**  
**MISCELLANEOUS**

- A. **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 the termination provisions contained in this Agreement if sufficient grounds exist as provided in ARTICLE VIII of this Agreement.
- B. **Governing Law.** The rights of all Parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of North Carolina.
- C. **Attorney Fees.** In the event of a dispute arising from this Agreement, the Parties agree that in any resulting litigation proceeding(s) to enforce and/or interpret terms of this Agreement, the prevailing party in any such dispute shall be entitled to its attorney fees and other expenses related to such dispute from the other party.
- D. **Agreement in Entirety.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements between the Parties hereto.
- E. **Amendment.** This Agreement shall not be altered, amended, modified, or supplemented except by memorandum approved by the Board and ATA and signed by

both an authorized officer of the Board and ATA. Both parties have notice that any amendment may require approval by the State Board of Education.

- F. **Assignment.** Neither Party may assign this Agreement without the written consent of the other, which consent shall not be unreasonable withheld. Both parties have notice that any assignment may require approval by the State Board of Education.
- G. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the Parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by 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 or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board Chairman, with a copy to the then current Board attorney. The address of the Parties hereto for the purposes aforesaid are as follows:

Legacy Classical Academy  
220 Woodlyn Dr.  
Reidsville, NC 27320

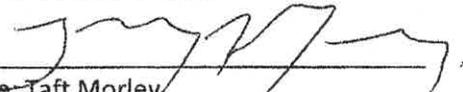
American Traditional Academies  
3607 Birdsong Ct  
Summerfield, NC 27358

- 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 results as that contemplated by such term or provision.
- I. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to ATA 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.
- K. **Indebtedness.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

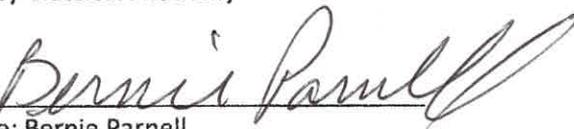
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

American Traditional Academies, LLC

By:   
Name: Mary Catherine Sauer  
Title: Executive Director

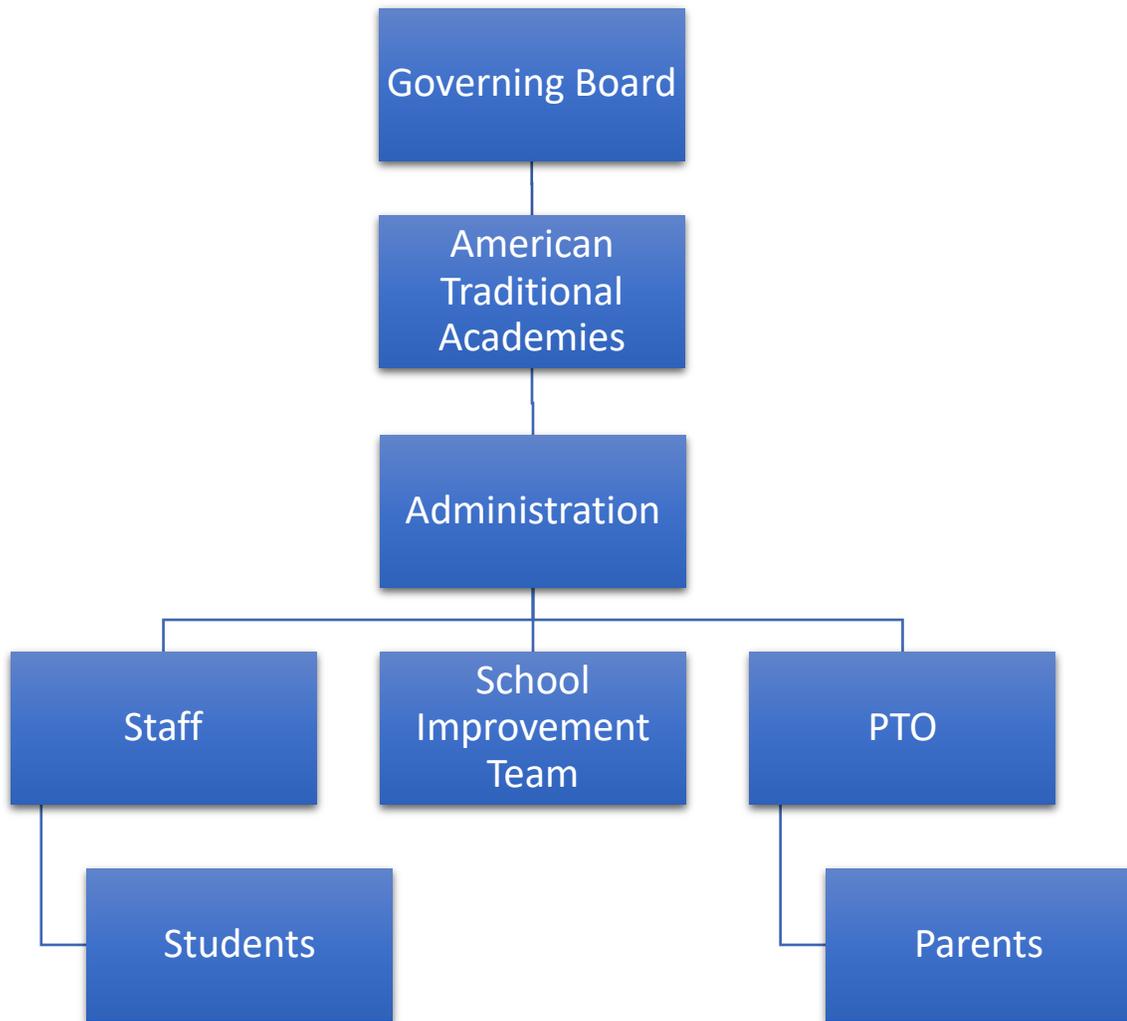
By:   
Name: Taft Morley  
Title: Manager

Legacy Classical Academy

By:   
Name: Bernie Parnell  
Title: Board Chairman

# LEGACY CLASSICAL ACADEMY

## Organizational Chart



## Enrollment Projections Year 1 through Year 5

In the following tables, please list for each year and grade level, the numbers of students that the school reasonably expects. Please indicate any plans to increase the grade levels offered by the school over time and be sure these figures match the

The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any part

**LEA #1:** 790-Rockingham

What percentage of students from t

**LEA #2:** 410-Guilford

What percentage of students from t

**LEA #3:**

What percentage of students from t

Grade	Year 1			Year 2			
	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1
	790	410		790	410		790
Kindergarten	60	20		60	20		60
Grade 1	30	10		60	20		60
Grade 2	20	7		61	20		61
Grade 3	20	7		61	20		61
Grade 4	20	7		41	13		61
Grade 5				41	13		61
Grade 6							61
Grade 7							
Grade 8							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
<b>LEA Totals:</b>	<b>150</b>	<b>51</b>	<b>0</b>	<b>324</b>	<b>106</b>	<b>0</b>	<b>425</b>

For the first two years the State will fund the school up to the maximum projected enrollment for each of those years as shown. In subsequent years, the school may increase its enrollment only as permitted by NCGS 115C-218.7(b).



ects to enroll. In addition,  
 ose on the initial cover page.

icular level.

The LEA selected above will qualify for EC funding?	13%
---	-----

The LEA selected above will qualify for EC funding?	13%
---	-----

The LEA selected above will qualify for EC funding?	
---	--

Year 3		Year 4			Year 5		
LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3
410		790	410		790	410	
20		60	20		60	20	
20		60	20		60	20	
20		61	20		61	20	
20		61	20		61	20	
20		61	20		61	20	
20		61	20		61	20	
20		61	20		61	20	
		61	20		61	20	
					61	20	
140	0	486	160	0	547	180	0

et forth and approved in the projected enrollment tables. However, in

## Budget: Revenue Projections from each LEA Year 1

**State Funds:** Charter schools receive an equivalent amount per student as the local education agency (LEA) receives per student receives from the State. Funding is based on the 1st month average daily membership.

**In year 1:** Base state allotments are determined by the LEA in which the student resides.

**In year 2 and Beyond:** Base State allotments are determined by the LEA in which the school is located.

**Local Funds:** Charter schools receive a per pupil share of the local current expense of the LEA in which the student resides.

**State EC Funds:** Charter schools receive a per pupil share of state funds per student with disabilities (school-aged 5 through 21). Funds are limited to 12.75% of the local education agency's average daily membership (ADM).

**Federal EC Funds:** Charter schools must qualify and apply for the individual federal grants based on their population of students.

### REFER TO RESOURCE GUIDE FOR ADDITIONAL INFORMATION AND SOURCE DOCUMENTS

LEA #1:		790-Rockingham		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$6,520.52	150	\$978,078.00	
Local Funds	\$1,288.00	150	\$193,200.00	
State EC Funds	\$4,088.37	19	\$78,190.08	
Federal EC Funds	\$1,514.35	19	\$28,961.94	
<b>Total:</b>			\$1,278,430.02	

LEA #2:		410-Guilford		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds	\$5,929.66	51	\$302,412.66	
Local Funds	\$2,809.00	51	\$143,259.00	
State EC Funds	\$4,800.62	7	\$31,216.03	
Federal EC Funds	\$1,514.35	7	\$9,847.06	
<b>Total:</b>			\$486,734.75	

LEA #3:				
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1	
State Funds				
Local Funds				
State EC Funds				
Federal EC Funds				

Total:

\$0.00

## Total Budget: Revenue Projections Year 1 through Year 5

All per pupil amounts are from the most current information and would be approximations for Year 1.

Federal funding is based upon the number of students enrolled who qualify. The applicant should use caution when relying year one to meet budgetary goals.

These revenue projection figures do NOT guarantee the charter school would receive this amount of funding in Year 1.

For local funding amounts, applicants will need to contact their local offices or LEA.

Income: Revenue Projections	Year 1	Year 2	Year 3	Year 4
State ADM Funds	\$ 1,280,491	\$ 2,741,192	\$ 3,601,373	\$ 4,117,718
Local Per Pupil Funds	\$ 336,459	\$ 715,066	\$ 940,660	\$ 1,075,408
State EC Funds	\$ 109,406	\$ 233,771	\$ 307,230	\$ 351,268
Federal EC Funds	-	\$ 38,809	\$ 109,090	\$ 124,729
Other Funds*				
Working Capital*				
<b>TOTAL REVENUE:</b>	<b>\$ 1,726,356</b>	<b>\$ 3,728,838</b>	<b>\$ 4,958,353</b>	<b>\$ 5,669,124</b>

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

Assurances are needed to confirm the commitment of these additional sources of revenue. Please include these as Appenc



on federal funding in

Year 5	
\$	4,634,063
\$	1,210,156
\$	395,307
\$	140,369
<b>\$</b>	<b>6,379,896</b>

Additional questions by  
creating budget, please  
these funds. If these

ix M.

**Personnel Budget: Expenditure Projections**

Budget Expenditure Projections	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary
<b>Administrative &amp; Support Personnel</b>															
Lead Administrator	1	\$ 80,000	\$ 80,000	1	\$ 82,400	\$ 82,400	1	\$ 84,872	\$ 84,872	1	\$ 87,418	\$ 87,418	1	\$ 87,418	\$ 87,418
Assistant Administrator	0	\$ -	\$ -	1	\$ 61,800	\$ 61,800	1	\$ 63,654	\$ 63,654	1	\$ 65,564	\$ 65,564	1	\$ 65,564	\$ 65,564
Finance Officer		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Clerical	1	\$ 28,000	\$ 28,000	1	\$ 28,840	\$ 28,840	2	\$ 29,705	\$ 59,410	2	\$ 30,596	\$ 61,192	2	\$ 30,596	\$ 61,192
Food Service Staff		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Custodians		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Transportation Staff		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>Total Admin and Support:</b>	<b>2</b>		<b>\$ 108,000</b>	<b>3</b>		<b>\$ 173,040</b>	<b>4</b>		<b>\$ 207,936</b>	<b>4</b>		<b>\$ 214,174</b>	<b>4</b>		<b>\$ 214,174</b>
<b>Instructional Personnel</b>															
Core Content Teacher(s)	9	\$ 45,000	\$ 405,000	18	\$ 46,350	\$ 834,300	23	\$ 47,741	\$ 1,098,043	26	\$ 49,173	\$ 1,278,498	29	\$ 49,173	\$ 1,426,017
Electives/Specialty Teacher(s)	2	\$ 45,000	\$ 90,000	2	\$ 46,350	\$ 92,700	4	\$ 47,741	\$ 190,964	4	\$ 49,173	\$ 196,692	4	\$ 49,173	\$ 196,692
Exceptional Children Teacher(s)	1	\$ 47,000	\$ 47,000	2	\$ 48,410	\$ 96,820	2	\$ 49,862	\$ 99,724	2	\$ 51,358	\$ 102,716	3	\$ 51,358	\$ 154,074
Instructional Support	1	\$ 55,000	\$ 55,000	1	\$ 56,650	\$ 56,650	2	\$ 58,350	\$ 116,700	3	\$ 60,101	\$ 180,303	3	\$ 60,101	\$ 180,303
Teacher Assistants		\$ -	\$ -		\$ -	\$ -	2	\$ 26,000	\$ 52,000	2	\$ 26,000	\$ 52,000	3	\$ 26,000	\$ 78,000
Tutors		\$ -	\$ -		\$ -	\$ -	2	\$ 47,000	\$ 94,000	2	\$ 49,000	\$ 98,000	2	\$ 49,000	\$ 98,000
Librarian		\$ -	\$ -		\$ -	\$ -	0	\$ -	\$ -	1	\$ 47,000	\$ 47,000	1	\$ 47,000	\$ 47,000
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>Total Instructional Personnel:</b>	<b>13</b>		<b>\$ 597,000</b>	<b>23</b>		<b>\$ 1,080,470</b>	<b>35</b>		<b>\$ 1,651,431</b>	<b>40</b>		<b>\$ 1,955,209</b>	<b>45</b>		<b>\$ 2,180,086</b>
<b>Total Admin, Support and Instructional Personnel:</b>	<b>15</b>		<b>\$ 705,000</b>	<b>26</b>		<b>\$ 1,253,510</b>	<b>39</b>		<b>\$ 1,859,367</b>	<b>44</b>		<b>\$ 2,169,383.00</b>	<b>49</b>		<b>\$ 2,394,260</b>

Benefits	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total
<b>Administrative &amp; Support Benefits</b>															
Health Insurance	2	\$ 7,840	\$ 15,680	3	\$ 8,075	\$ 24,225	4	\$ 7,278	\$ 29,112	4	\$ 7,496	\$ 29,984	4	\$ 7,496	\$ 29,984
Retirement Plan--NC State			\$ -			\$ -			\$ -			\$ -			\$ -
Retirement Plan--Other	2	\$ 1,680	\$ 3,360	3	\$ 1,730	\$ 5,190	4	\$ 1,560	\$ 6,240	4	\$ 1,606	\$ 6,424	4	\$ 1,606	\$ 6,424
Life Insurance			\$ -			\$ -			\$ -			\$ -			\$ -
Disability	2	\$ 336	\$ 672	3	\$ 1,038	\$ 3,114	4	\$ 31	\$ 124	4	\$ 321	\$ 1,284	4	\$ 321	\$ 1,284
Medicare	2	\$ 812	\$ 1,624	3	\$ 836	\$ 2,508	4	\$ 754	\$ 3,016	4	\$ 776	\$ 3,104	4	\$ 776	\$ 3,104
Social Security	2	\$ 3,472	\$ 6,944	3	\$ 3,576	\$ 10,728	4	\$ 3,223	\$ 12,892	4	\$ 3,320	\$ 13,280	4	\$ 3,320	\$ 13,280
Disability Insurance	2	\$ 600	\$ 1,200	3	\$ 600	\$ 1,800	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
<b>Total Admin and Support Benefits:</b>			\$ 29,480			\$ 47,565			\$ 53,784			\$ 56,476			\$ 56,476
<b>Instructional Personnel Benefits</b>															
Health Insurance	14	\$ 6,592	\$ 92,288	24	\$ 6,613	\$ 158,712	35	\$ 6,794	\$ 237,790	42	\$ 7,496	\$ 314,832	45	\$ 7,496	\$ 337,320
Retirement Plan--NC State			\$ -			\$ -			\$ -			\$ -			\$ -
Retirement Plan--Other	14	\$ 1,412	\$ 19,768	24	\$ 1,417	\$ 34,008	35	\$ 1,456	\$ 50,960	42	\$ 1,606	\$ 67,452	45	\$ 1,606	\$ 72,270
Social Security	14	\$ 2,919	\$ 40,866	24	\$ 2,929	\$ 70,296	35	\$ 3,009	\$ 105,315	42		\$ -			\$ -
Disability	14	\$ 282	\$ 3,948	24	\$ 283	\$ 6,792	35	\$ 291	\$ 10,185	42	\$ 321	\$ 13,482	45	\$ 321	\$ 14,445
Medicare	14	\$ 682	\$ 9,548	24	\$ 685	\$ 16,440	35	\$ 704	\$ 24,640	42	\$ 776	\$ 32,592	45	\$ 776	\$ 34,920
Life Insurance			\$ -			\$ -			\$ -	0	\$ -	\$ -	0	\$ -	\$ -
Disability Insurance	14	\$ 600	\$ 8,400	24	\$ 600	\$ 14,400	35	\$ 600	\$ 21,000	42	\$ 600	\$ 25,200	45	\$ 600	\$ 27,000
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
<b>Total Instructional Personnel Benefits:</b>			\$ 174,818			\$ 300,648			\$ 449,890			\$ 453,558			\$ 485,955
<b>Total Personnel Benefits:</b>			\$ 204,298			\$ 348,213			\$ 503,674			\$ 510,034			\$ 542,431
<b>Total Admin &amp; Support Personnel (Salary &amp; Benefits):</b>	2		\$ 137,480	3		\$ 220,605	4		\$ 261,720	4		\$ 270,650.00	4		\$ 270,650
<b>Total Instructional Personnel (Salary &amp; Benefits):</b>	13		\$ 771,818	23		\$ 1,381,118	35		\$ 2,101,321	40		\$ 2,408,767	45		\$ 2,666,041
<b>TOTAL PERSONNEL:</b>	15		\$ 909,298	26		\$ 1,601,723	39		\$ 2,363,041	44		\$ 2,679,417	49		\$ 2,936,691

\*The personnel list below may be amended to meet the staffing of individual charter schools. This list should align with the projected staff located in the Operations Plan.

## Operations Budget: Expenditure Projections

The following list of expenditure items is presented as an example. Applicants should modify to meet their needs.

<b>OPERATIONS BUDGET: Administrative and Support</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Office</b>			
Office Supplies	\$7,000.00	\$8,000.00	\$11,000.00
Paper	\$2,000.00	\$6,000.00	\$8,000.00
Computers & Software	\$18,000.00	\$10,000.00	\$22,000.00
Communications & Telephone	\$1,200.00	\$1,200.00	\$25,000.00
Copier leases	\$6,000.00	\$9,000.00	\$12,000.00
Other			
<b>Management Company</b>			
Contract Fees	\$ 241,690.00	\$ 522,037.00	\$ 694,169.00
Other			
<b>Professional Contract</b>			
Legal Counsel	\$3,000.00	\$3,000.00	\$3,000.00
Student Accounting	\$0.00	\$0.00	\$0.00
Financial	\$0.00	\$0.00	\$0.00
Other			
Transportation	\$90,000.00	\$90,000.00	\$145,000.00
<b>Facilities</b>			
Facility Lease/Mortgage	\$135,000.00	\$924,000.00	\$924,000.00
Maintenance			\$45,000.00
Custodial Supplies	\$8,000.00	\$15,000.00	\$18,000.00
Custodial Contract	\$18,000.00	\$40,000.00	\$65,000.00
Insurance (pg19)	\$15,193.00	\$22,000.00	\$22,000.00
Other			
<b>Utilities</b>			
Electric	\$18,000.00	\$72,000.00	\$72,000.00
Gas			
Water/Sewer	\$3,100.00	\$6,000.00	\$7,500.00
Trash	\$1,500.00	\$2,000.00	\$3,000.00
Other			

<b>Transportation</b>			
Buses			
Gas			
Oil/Tires & Maintenance			
Other			
<b>Other</b>			
Marketing	\$18,000.00	\$8,000.00	\$8,000.00
Child nutrition	\$31,000.00	\$48,600.00	\$59,800.00
Travel			
Athletics	\$0.00	\$0.00	\$0.00
Substitutes	\$ 8,000.00		\$40,000.00
<b>Total Administrative &amp; Support Operations:</b>	<b>\$ 624,683.00</b>	<b>\$ 1,786,837.00</b>	<b>\$ 2,184,469.00</b>

<b>OPERATIONS BUDGET:</b>			
<b>Instructional</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Classroom Technology</b>			
Software	\$14,000.00	\$21,000.00	\$27,000.00
Other			
Computers	\$40,000.00	\$40,000.00	\$40,000.00
Instructional Equipment	\$4,000.00	\$60,000.00	\$70,000.00
<b>Instructional Contract</b>			
Staff Development			
EC Services	\$ 38,000.00	\$ 46,000.00	\$ 68,000.00
<b>Books and Supplies</b>			
Instructional Materials	\$5,200.00	\$9,000.00	\$11,000.00
Curriculum/Texts	\$54,000.00	\$95,000.00	\$110,000.00
Copy Paper	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00
Testing Supplies	\$1,800.00	\$4,500.00	\$6,000.00
Other			
<b>Total Instructional Operations:</b>	<b>\$ 159,000.00</b>	<b>\$ 278,500.00</b>	<b>\$ 338,000.00</b>
<b>TOTAL OPERATIONS:</b>	<b>\$ 783,683.00</b>	<b>\$ 2,065,337.00</b>	<b>\$ 2,522,469.00</b>

*\*Applicants may amend this table and the position titles to fit their Education and Operations Plans.*

Year 4	Year 5
\$19,000.00	\$19,000.00
\$10,000.00	\$10,000.00
\$24,000.00	\$24,000.00
\$20,000.00	\$18,000.00
\$15,000.00	\$15,000.00
\$ 793,677.00	\$ 893,185.00
\$5,000.00	\$5,000.00
\$0.00	\$0.00
\$0.00	\$0.00
\$185,000.00	\$185,000.00
\$1,003,000.00	\$1,380,000.00
\$66,000.00	\$66,000.00
\$20,000.00	\$20,000.00
\$70,000.00	\$70,000.00
\$22,000.00	\$22,000.00
\$72,000.00	\$72,000.00
\$7,500.00	\$7,500.00
\$3,000.00	\$3,000.00



Year 4		Year 5	
\$28,000.00		\$28,000.00	
\$40,000.00		\$40,000.00	
\$80,000.00		\$80,000.00	
\$ 75,000.00		\$ 80,000.00	
\$13,000.00		\$17,000.00	
\$155,000.00		\$105,000.00	
\$ 6,000.00		\$ 6,000.00	
\$6,000.00		\$6,000.00	
<b>\$ 403,000.00</b>		<b>\$ 362,000.00</b>	

<b>\$ 2,902,977.00</b>		<b>\$ 3,350,705.00</b>	
------------------------	--	------------------------	--

## Overall Budget

SUMMARY	Logic	Year 1	Year 2	Year 3	Year 4	Year 5
Total Personnel	J	\$ 909,298.00	\$ 1,601,723.00	\$ 2,363,041.00	\$ 2,679,417.00	\$ 2,936,691.00
Total Operations	M	\$ 783,683.00	\$ 2,065,337.00	\$ 2,522,469.00	\$ 2,902,977.00	\$ 3,350,705.00
Total Expenditures	N = J + M	\$ 1,692,981.00	\$ 3,667,060.00	\$ 4,885,510.00	\$ 5,582,394.00	\$ 6,287,396.00
Total Revenue	Z	\$ 1,726,355.77	\$ 3,728,838.39	\$ 4,958,353.00	\$ 5,669,124.25	\$ 6,379,895.50
Surplus / (Deficit)	= Z - N	\$ 33,374.77	\$ 61,778.39	\$ 72,843.00	\$ 86,730.25	\$ 92,499.50

<b><u>Position</u></b>	<b><u>Year 0</u></b>	<b><u>Year 1</u></b>
Principal/School Leader		1
Assistant Principal		1
Instructional Coach		1
Office Assistants		1
Core Classroom Teachers		9
Specialized Classroom Teachers (e.g. special education, ELL, foreign language, etc.)		2
EC Teachers		1
Tutors		
Teaching Aides or Assistants		
Librarian		

Year 2

Year 3

Year 4

Year 5

1	1	1	1	1
1	1	1	1	1
1	1	2	3	3
1	1	2	2	2
18	23	26	26	29
2	4	4	4	4
2	2	2	2	3
	2	2	2	2
	2	2	2	2
		1	1	1

**Area of Proposed Coverage**

Comprehensive General Liability

Officers and Directors/Errors and Omissions

Property Insurance

Automobile Liability

Crime Coverage - Minimum/Maximum Amount

Worker's Compensation

Other Coverage

Total Cost

**Proposed Amount of Coverage**

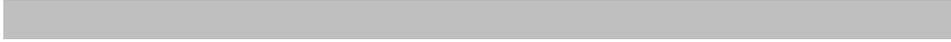
\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$250,000.00 | \$250,000.00

\$500,000.00



**Cost (Quote)**

1,498  
4,277  
620  
181  
332  
5,816  
2,469  
15,193



# Legacy Classical Academy

## Evidence of Community Support

Legacy Classical Academy will be a traditional, classical school that uses the Core Knowledge curriculum in a relatively small K-8 school community. The lack of other elementary charter options in Rockingham County, the success of and overwhelming demand for similar schools in neighboring Guilford County, the rarity of this kind of public education in the area, and positive survey results demonstrate that there is a high demand for a school like LCA.

There is currently only one charter school in Rockingham County, and that 6-12 school does not serve the lower grade levels. LCA would be the first elementary charter school option in the county.

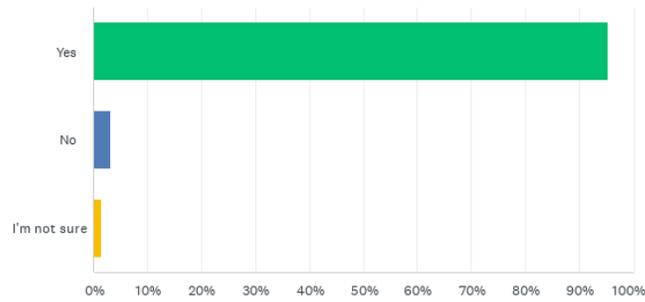
Revolution Academy, just south of the border between Guilford and Rockingham counties, is not meeting the overwhelming demand for high-quality educational options in the area. RA, currently in its 2<sup>nd</sup> year, has 640 students. Next year it will reach its maximum ADM with 730 students in grades K-8 and there are over 800 students on the waiting list. Revolution Academy has 47 students enrolled from Rockingham County, and another 44 students from Rockingham County are on the RA waiting list. While it is not expected that all of those students will leave RA or enroll in LCA, they all deserve an option like RA in their own county.

The classical model and the Core Knowledge curriculum are also not offered in other Rockingham County schools and would be a unique option for Rockingham County families. Only nearby Revolution Academy, located in Guilford County, offers a classical education for students in K-8 that is public and free to parents. That means that most parents don't have access to the kind of education that LCA will offer.

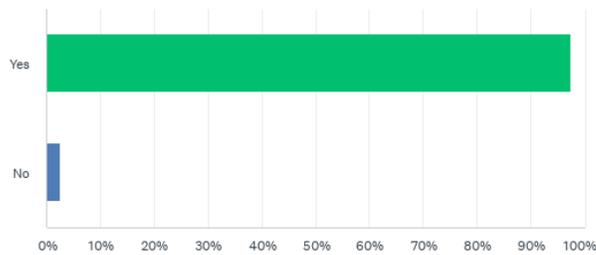
Surveys conducted throughout the community demonstrate that, even over 16 months away from a possible opening, parents see a demand for the school and would enroll their students.

Out of 282 respondents, 269, or over 95%, responded that a classical, back to basics education would be good for their child; 275, or over 97%, responded that there is a need for a classical, K-8 charter school in Rockingham County; **and 244 parents responded that if LCS is approved they plan to apply for enrollment.** 244 represents more than the 201 initial projected ADM.

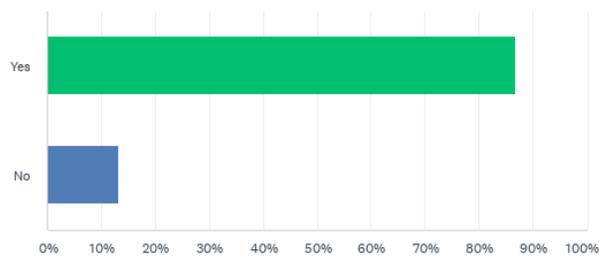
Q3 Do you think a classical, back to basics education would be good for your child?



Q4 Do you think there is a need for a classical, K-8 charter school in Rockingham County?



Q5 If Legacy Classical Academy is approved to open with K-4 in 2023, do you plan to apply for enrollment?





## A PUBLIC, TUITION-FREE, K-8 CHARTER SCHOOL APPLICANT.

- Traditional, back to basics
- Challenging academic program
- Character education
- Cursive handwriting
- Grammar program
- Recess twice a day for K-5
- Art, music, physical education, and enrichment specials
- Optional early release Kindergarten



Interest Meeting · Tuesday, April 12, 2022 · 6:30 pm  
Covington Church · 3218 Vance Street Extension · Reidsville, NC

[legacy.classicalk8@gmail.com](mailto:legacy.classicalk8@gmail.com)



## A PUBLIC, TUITION-FREE, K-8 CHARTER SCHOOL APPLICANT.

- Traditional, back to basics
- Challenging academic program
- Character education
- Cursive handwriting
- Grammar program
- Recess twice a day for K-5
- Art, music, physical education, and enrichment specials
- Optional early release Kindergarten



Interest Meeting · Tuesday, April 12, 2022 · 6:30 pm  
Covington Church · 3218 Vance Street Extension · Reidsville, NC

[legacy.classicalk8@gmail.com](mailto:legacy.classicalk8@gmail.com)



April 26, 2022

Ms. Mary Catherine Sauer  
Revolution Academy  
3607 Birdsong Court  
Summerfield, NC 27358

RE: Covington Memorial Fellowship Hall Upfit  
3218 Vance Street Ext. Reidsville, NC

Dear Mary Catherine:

It was a pleasure meeting with you, Bradley & Ball Architects, and the Covington Memorial Wesleyan Church group last week to review the existing Family Life Center Addition and Fellowship Hall. Based on the architect's feedback from this walk through, we believe that these facilities are a suitable and ideal space for your proposed Charter school.

It appears that minor renovations would need to be done for the facility to meet code requirements for the school, mainly in the existing Fellowship Hall. Pending the local municipality's determination, we believe that this scope will involve fire rating the existing corridor and renovating the restrooms to meet code requirements, +/- 770 square feet. We would anticipate a construction duration of approximately eight (8) weeks from the date of commencement of construction.

Thank you for your confidence in Landmark and the opportunity to review this project with you. Please let us know if there's anything else that we can do, we look forward to working on another successful project together.

Sincerely,

LANDMARK BUILDERS

Avery E. Hale  
Associate Project Development Manager

**Academic  
School Year**

**Grade Levels**

**Total Projected  
Student Enrollment**

Year 1	K-4	201
Year 2	K-5	430
Year 3	K-6	565
Year 4	K-7	646
Year 5	K-8	727

# Dr. Renée B. Clifford



## Professional Summary

---

Greensboro, NC 27410      (336)509-0882      renee.clifford5@gmail.com

- A high-energy Assistant Principal at a Title I Guilford County school in Greensboro, NC
- Effective in helping teachers analyze and remediate individual student needs
- Caring relationship-builder with analytical mindset and excellent decision-making skills
- Skilled in training teachers concerning classroom environments and enhancing student behavior through positive and forward-thinking approaches
- Successful in coaching teachers in designing engaging lesson plans and integrating educational technology to drive retention, comprehension, and participation
- A dynamic administrator with a seventeen-year teaching track record of helping students succeed and develop into lifelong learners and two years as an administrator

## Skills

- 
- Highly capable of working with online technology and digital tools, such as Microsoft Teams, Canvas, Kahoot, Flipgrid, Loom, Goosechase, Educator Handbook, and others
  - Strong communication skills, skilled written communicator, and expert oral communicator, especially when addressing large groups
  - Solid understanding of curriculum theory, instructional design, assessment principles, and the evaluation process of teaching programs and educators
  - Skilled in delivering effective discipline plans, counseling troubled students, and working with educators to improve classroom management
  - Calm, collected, and comfortable during crisis situations or when dealing with tough personalities

## Work Experience

---

Assistant Principal  
Ragsdale High School

June 2021 – present

- Performance review of teachers, teacher assistants, and all support personnel
- Discipline issues school-wide
- Assisted with Professional Development of teachers
- Recruited and interviewed for open positions at school
- Transportation coordination
- EC administrative lead
- Curriculum development and lesson plan review of select teachers on my team
- Supervised after school events and sports

Assistant Principal  
Bessemer Elementary

June 2020 – June 2021

- Behavior intervention, PBIS program

- Performance review of teachers, teacher assistants, and all support personnel
- Responsible for Professional Development
- Data driven instructional models
- Recruited and interviewed for open positions at school
- Transportation coordination
- MTSS administrative lead
- Curriculum development and lesson plan review
- Oversaw safety measures, health code compliance, COVID protocols, and security policies
- Maintained inventory of necessary and supplemental materials, such as textbooks, computers, stationery, equipment, PPE/COVID materials and janitorial supplies

Classroom teacher: 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 1-2 combination class

E. P. Pearce Elementary

August 2013 – June 2020

- 2019 presented Professional Development on “The Necessity for Movement within the Classroom” (Pearce Professional Learning Community) based on doctoral dissertation
- Planned and implemented a Community Reading Day through which members of the community came into each of the 26 classes. Our focus was authors from *diverse* cultures.
- Served on the MTSS, Multi-Tier Student Support committee, researching new interventions for struggling students and disseminating information back to grade-level chairs

Classroom teacher: 2<sup>nd</sup> grade

Cornerstone Charter Academy

August 2012 – June 2013

- Worked closely with teammates to align Core Knowledge with Common Core in second grade
- Mentored a first-year teacher
- Served on the school-wide testing committee

Classroom teacher: 3<sup>rd</sup> grade

Northwood Elementary

August 2011 – June 2012

- Worked closely with teammates to deliver Common Core material in a dynamic manner to a highly diverse, high ESL population
- Started a tutoring program for ESL students
- Mentored a first-year teacher to ensure success

Classroom teacher: 2<sup>nd</sup> grade

Caldwell Academy

August 2006 – June 2011

- Led teacher training in reading instruction methodology and assessment for struggling students
- Designed and implemented a tutoring network for struggling readers
- Assisted in assessment and referral of struggling students in need of extensive testing for learning differences (dyslexia, Autism, etc.)

## Education

---

Administration License

Gardner-Webb University, Boiling Springs, NC

2019

Doctor of Education in Curriculum and Instruction

Gardner-Webb University, Boiling Springs, NC

2018

Master of Education  
University of North Carolina at Greensboro, Greensboro, NC 2007

Bachelor of Arts in Education  
University of South Carolina, Columbia, SC 1989

## **Hobbies and Interests**

---

I love to stay flexible. As a certified yoga instructor, I volunteer to teach yoga classes to the ladies at a local church. I also enjoy SCUBA diving with my husband. I enjoy baking and often donate much of what I make to local community groups and first responders. Curling up with a good book any day is a special treat!

Anticipated Racial/Ethnic Demographics (%)	% of Economically Disadvantaged Students	% of Students with Disabilities	% of English Language Learners
White - 54% African American- 39% Asian - 5%      Other - 3% Hispanic - 7%	35%	13%	2%

## CHARTER MANAGEMENT AGREEMENT

This **CHARTER MANAGEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the 19th day of April, 2022 (the “**Effective Date**”), by and between American Traditional Academies, LLC (“**ATA**”), a limited liability corporation, and Legacy Classical Academy, a North Carolina nonprofit corporation (the “**School**”). For the purposes of this Agreement, ATA and the School shall be referred to collectively as the “**Parties.**”

### RECITALS

WHEREAS, the School desires to collaborate with a network of other charter schools that share a common vision and program;

WHEREAS, ATA offers and provides professional educational and management services to public charter schools;

WHEREAS, the School’s board of directors wishes to engage ATA to manage, operate, and administer the School, and ATA desires to be so engaged; and

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

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, ATA and the School hereby agree as follows:

### ARTICLE I DEFINITIONS

A. **Definitions.** Certain terms used in this Agreement are defined in this Article and when and if used herein, such terms shall have the meanings given to them by the language employed in this Article defining such terms, unless the context clearly indicates otherwise.

“**Academic Year**” means the 12-month period beginning on July 1 of a year and ending on June 30 of the following year.

“**Annual Budget**” means the annual budget for the School for the Academic Year as approved by the Board.

“**Board**” means the board of directors which governs the School, has or will enter into the Charter Agreement with the State Board of Education, and holds the Charter with the State Board of Education.

**“Revenues”** means all funds received by or on behalf of the School not explicitly excluded by this Agreement, including but not limited to: (1) funding for public school students enrolled at the school; (2) special education funding provided by the federal, state, and/or local government that is directly allocable to special education students enrolled at the School; (3) at-risk funding provided by the federal, state, and/or local government that is directly allocable to at-risk students; (4) Funding provided by the federal, state, or local government that is directly allocable to students enrolled at the School with limited English proficiency; (5) all other federal, state, and/or local grant sources, including but not limited to Title I and any start-up funding allocable to the School; (6) all other grants and donations received by the School to support or carry out programs at the School; (7) fees charged to students as permitted by law for extra services provided by ATA as approved by the Board.

**“Annual Surplus”** means the difference between the School’s Revenues and the School’s expenses for the Fiscal Year, given that the Revenues are greater than the expenses.

**“Fiscal Year”** means the 12-month period between July 1 and June 30 of the following calendar year.

**“School Records”** means the financial, governance, and educational records pertaining to the School.

**“Proprietary Information”** means any and all items or elements which are (i) written or created by or for ATA or (ii) written or created for schools that have granted ATA a license to use such items or elements, including but not limited to: leadership development and training frameworks, methodologies and materials, development tools, databases, processes, data, modules, templates, outlines, components, designs, illustrations, models, reports, works, studies, charts, plans, curriculum, compilations, procedures, protocols, programs, systems, analysis, leading practices, specifications, writings, flow charts, exhibits, diagrams or inventions, including enhancements and improvements to the aforementioned tools and materials.

**“Management Fee”** means the monies paid to ATA in exchange for Services under this Agreement.

**“Educational Program”** means the curriculum, supplemental tools, teaching methods, instructional design, school structure and framework, and student performance goals as written in the Charter Application and subsequently amended by mutual consent and approval of both Parties, and, where applicable, approved by the State Board of Education or the Office of Charter Schools.

**“Charter Application”** means all the documents submitted to the State Board of Education, inclusive of all appendices, for the purpose of obtaining approval to establish and operate a North Carolina public charter school.

“**Charter Agreement**” means the agreement between the School and the State Board of Education for the establishment and operation of a North Carolina public charter school.

“**Charter**” means the Charter Application and the Charter Agreement collectively.

**ARTICLE II**  
**CONTRACTING RELATIONSHIP**

- A. **Authority.** The School represents and warrants that it is authorized by law to contract with ATA for the provision of charter management services, pending approval from the State Board of Education. The School further represents that it intends to continue to operate a public charter school.
- B. **Agreement.** The School hereby contracts with ATA, to the extent permitted by law, for the provision of all management, labor, and supervision necessary for the provision of educational services to students, and the management, operation, and maintenance of the School in accordance with the educational goals, curriculum, methods of student assessment, admissions policy and criteria, school calendar and school day schedule, age and grade range of students to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board and as included in the Charter. ATA’s obligations to School shall be only as expressly set forth in this agreement. Duties required to be carried out for the operation of School which are not expressly set forth herein as being ATA’s responsibility shall remain the Board’s sole responsibility.
- C. **Designation of Agents.** ATA, including its directors, officers, and employees are hereby designated as “other school officials having a legitimate educational interest in education records” pursuant to the Family Educational Right and Privacy Act (FERPA), 20 U.S.C § 1232g, and other applicable privacy laws. Subject to its discretion, the School also hereby authorizes ATA to communicate with and negotiate on behalf of the School with all local, state, and federal agencies.
- D. **Independent Contractor.** ATA shall provide Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of ATA. Consistent with the status of an independent contractor, ATA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with all applicable laws and regulations and the Charter. The relationship between the Parties is based solely on the terms and conditions of any other written agreement between the Parties.

### ARTICLE III

#### TERM

- A. **Term.** This agreement shall commence on the Effective Date and, unless terminated or renewed as set forth herein, shall continue until the termination or expiration of the initial Charter.

### ARTICLE IV

#### OBLIGATIONS OF ATA

- A. **Responsibility.** ATA shall be responsible and accountable to the School for the operation and performance of the School as set forth in this Agreement, the Charter, and applicable law. ATA's responsibility is expressly limited by: (i) the Annual Budget, and (ii) the availability of Revenues to pay for the Services.
- B. **Educational Program.** ATA agrees to implement the Educational Program set forth in the Charter, which may be amended from time to time by the mutual consent of the Parties and, when required, the approval of the SBE and/or the Office of Charter Schools. Not less than annually, or as reasonably requested by the School, ATA shall provide the School with a report detailing progress made on each of the educational goals set forth in the Educational Program and as amended hereafter by the mutual consent of both Parties.
- C. **Services.** In accordance with the School's nonprofit purpose, subject to the School's ultimate authority, consistent with the Charter, and pursuant to applicable law, ATA shall perform all management, operation, accounting, and administrative functions for the School (the "**Services**"), including without limitation:
- a. The day-to-day management of the School;
  - b. The development and supervision of all components of the school design, including staffing, scheduling, curriculum/instruction, assessment, data analysis, technology, compensation and incentives, transportation, and facilities;
  - c. The recruitment and enrollment of students by various means as set forth in the Annual Budget;
  - d. The employment of personnel working at the School and management of all personnel functions, as set forth herein;
  - e. Student behavior management and discipline;
  - f. All aspects of food service, in compliance with the Charter and as set forth in the Annual Budget;

- g. The implementation and administration of the Educational Program, including the selections of instructional materials, equipment, technology, and supplies;
  - h. The implementation and administration of extra-curricular and co-curricular activities and programs approved by the School;
  - i. The performance of evaluations, assessments, and continuous improvements of and to the Educational Program, including reports of the same to the School upon its request;
  - j. The management, selection, and application of technology services required to facilitate the operation of the School;
  - k. The management of certain personnel functions, as set forth in Article VII of this Agreement;
  - l. The management of the business administration of the School;
  - m. The accounting operations of the School, including general ledger management and financial reporting;
  - n. The identification, application, and administration of grants to or for the School, including in any audits related thereto;
  - o. The preparation and submission of the Annual Budget;
  - p. The performance of any other functions necessary or expedient for the administration of the School.
- D. **ATA Expenses.** In exchange for the Management Fee, ATA shall be responsible for the following non-budgeted expenses necessary to provide its support services:
- a. Payroll services, financial management, grant writing, and general accounting
  - b. Professional development
  - c. Technology support services
  - d. Student management software support
  - e. Marketing services
  - f. Website design and support
- E. **Additional Services.** ATA may provide additional services that are incidental to the services listed in this contract when those services are requested or approved by the Board and agreed to by ATA.

- F. **Location of Services.** Other than instruction, and unless prohibited by the Charter or applicable law, ATA may provide the Services, including but not limited to purchasing, professional development, and administrative services off-site.
- G. **Subcontracts.** ATA reserves the right to subcontract any and all aspects of the Services. Notwithstanding the forgoing, ATA will not subcontract the management, oversight, or operation of the teaching and instructional program without the express approval of the Board.
- H. **Purchases.** Purchases made by ATA on behalf of the School with the School's funds, such as non-proprietary instructional materials, books and supplies, and equipment, will be the property of the School. ATA shall own, and the School shall not have any claim to, any items of personal property leased or purchased by ATA with its own funds.
- I. **Rules and Procedures.** From time to time, ATA shall recommend reasonable rules, regulations, procedures, and policies to the School regarding the management, operation, and administration of the School. Once adopted by the School, ATA shall be authorized and directed to enforce such rules, regulations, procedures, and policies.
- J. **Student Performance and Evaluation.** ATA shall implement student performance evaluations that permit evaluation of the academic progress of each student. ATA shall utilize assessment strategies required by the Charter and applicable law. The School and ATA shall cooperate in good faith to identify and periodically adjust academic goals and methods to assess academic performance. ATA shall provide the School with timely reports regarding student performance.
- K. **Unusual Events.** ATA shall timely notify the School of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (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.
- L. **School Records.** The School Records are the 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 public 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.
- M. **ATA Performance Goals.** During the term of this Agreement, ATA shall use its commercially reasonable best efforts to:
  - a. Timely submit all reports required by this Agreement to the School;
  - b. Strictly adhere to the approved Annual Budget;

- c. Meet or exceed the school-wide goals contained in the Charter, or subsequently revised or amended by the mutual consent and approval of both Parties.
- N. **Facility.** ATA shall secure an adequate facility to be leased to the School which may be accomplished by leasing an existing facility, developing a new facility, securing shared space within an existing facility, developing an appropriate temporary facility, or any combination thereof. Further, ATA shall recommend and retain on behalf of School qualified professionals in the fields of facility development and construction for the expansion, design, development and construction of new or existing facilities.
- O. **Systems Development.** ATA will identify and develop school information systems to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.
- P. **Legal Compliance.** ATA will implement and enforce rules, regulations, and procedures applicable to the School that are consistent with adopted School policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality, and access to records.

**ARTICLE V**  
**OBLIGATIONS OF THE BOARD**

- A. **Board Policies.** The Board shall be responsible for the fiscal, governance, operational, and academic policies of the School. The Board shall exercise good faith in considering the recommendations of ATA including but not limited to ATA's recommendations regarding policies, rules, regulations, and the Annual Budget.
- B. **Assistance to ATA.** The Board shall cooperate with ATA and, to the extent consistent with applicable law, timely furnish ATA all documents and information necessary for ATA to properly perform its responsibilities under this Agreement.
- C. **Unusual Events.** The Board shall timely notify ATA of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (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.
- D. **Retained Authority.** To the extent required by law, the Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

- E. **Office Space.** The Board shall provide ATA and its employees with suitable office space at the School's facility at no cost to ATA, provided that the requested space is available and can be provided without materially disrupting the School's programs.
- F. **Governance.** Board members shall actively participate in annual board development and governance training, comply with the Board's adopted Code of Conduct, and make reasonable efforts to govern the School using generally accepted best practices for charter school governance.

**ARTICLE VI**  
**FINANCIAL ARRANGEMENTS**

- A. **Revenues.** Except as provided herein, all monies received by the School shall be deposited in a depository account with a financial institution mutually agreeable to the School and ATA (the "Operating Account") within three (3) business days; provided, however, that upon receipt of a notice from ATA, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. The signatories on the account shall be Board members or ATA employees designated by the Board. Interest income earned on School depository accounts shall accrue to the School.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenue received from non-governmental grants, contributions, and donations shall be made consistent with provisions of grant, contribution, or donation, where applicable.

- B. **Budget.** ATA shall manage the budget, accounting, and financial reporting functions for the School in accordance with the provisions of its Charter, this Agreement, and the Annual Budget. ATA shall operate the School on a fiscal year that aligns with the Academic Year, from July 1 to June 30 of the following year. ATA shall provide the Board with a proposed annual budget, prepared and maintained in accordance with the Charter and applicable law, prior to May 1 of the year preceding the proposed budget year. The Board shall approve the proposed budget, as may be reasonably revised by the School in consultation with ATA, no later than June 30 of each year. With the approval of both Parties, the Annual Budget shall be amended from time to time as necessary.
- C. **Fee.** ATA shall receive 14% of all Revenues as its service fee (the Fee). Payment of the Fee shall be made on the same frequency that the School receives its Revenues.

- D. **Budgetary Shortfalls.** In the event that the annual expenses for the operation of the School exceed the Revenue, ATA will provide a loan to the school to ensure that the school does not operate in a deficit. The terms of the loan will be as determined by agreement of ATA and the Board.
- E. **Other Schools.** The School acknowledges and accepts that ATA may enter into similar Management Agreements with other schools. ATA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by ATA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School.
- F. **Financial Reporting.** ATA will provide the School with:
- a. The Annual Budget, as required by this Agreement, as well as any requested amendments;
  - b. Monthly financial statements, the substance and format of which will be mutually agreeable to ATA and the School;
  - c. Monthly reports on School operations and student performance;
  - d. As reasonably requested, other information to enable the Board to (i) evaluate the quality of ATA services, (ii) evaluate the progress of the School towards meeting its school-wide goals, and (iii) make informed governance decisions for the School.
- G. **Financial Records.** ATA shall keep accurate financial records pertaining to its operation of the School and shall retain all of the said records for a period of time as may be required by applicable law. ATA and the School shall maintain the proper confidentiality of personnel, student, Exceptional Children, and other records as required by law.
- H. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the Charter and applicable law. Subject to applicable law, all records in the possession or control of ATA that are related 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 Annual Budget.

**ARTICLE VII**  
**PERSONNEL AND TRAINING**

- A. **Personnel.** ATA shall select and hire qualified personnel. With the exception of teachers, School personnel shall be employed by ATA, such that they may be included in the compensation, benefits, payroll administration, and employment policies and

practices of ATA. School personnel shall be paid pursuant to the Annual Budget. With the exception of teachers, as set forth below, ATA shall have the responsibility and authority, subject to this Article, to determine staffing levels, select, hire, train, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Annual Budget, the Charter, and applicable law. At the discretion of ATA, personnel may work on a full or part-time basis. If assigned to the School on a part-time basis, personnel may work at other schools managed or operated by ATA.

- B. **Administrators.** ATA shall have the responsibility and authority, subject to this Article, to select, hire, train, evaluate, assign, discipline, transfer, and terminate one or more administrators for the School, consistent with the Annual Budget, the Charter, and applicable law.
- C. **Teachers.** Teachers shall be jointly employed by ATA and the School, such that they may be included in the compensation, benefits, payroll administration, and employment policies and practices of ATA . ATA shall recommend qualified teachers to the Board for its consideration and approval. The Board shall have final approval over the hiring and termination of teachers. ATA shall have the responsibility and authority, subject to this Article, to determine staffing levels, train, evaluate, assign, discipline, and transfer teachers consistent with the Annual Budget, the Charter, and applicable law. At the discretion of ATA, teachers may work on a full or part-time basis. If assigned to the School on a part-time basis, personnel may work at other schools managed or operated by ATA.
- D. **Support Staff.** ATA 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 ATA, work at the School on a full or part time basis.
- E. **Training.** ATA shall provide training in its methods, curriculum, Educational Program, and technology to all Teachers on a regular basis. Teachers shall also receive at least the minimum hours of professional development required by applicable law. Non-instructional personnel shall receive such training as ATA determines reasonable and necessary to carry out the School’s Educational Program and mission.
- F. **Background Checks and Qualifications.** ATA shall comply with applicable law regarding background checks, unprofessional conduct searches, and certification/licensure, as applicable for all persons working at the School.

**ARTICLE VIII**  
**TERMINATION**

**A. Termination**

- a. ATA may terminate this Agreement if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from ATA of such a breach. For purposes of the Article, a material breach includes, but is not limited to: (i) ATA's failure to timely receive any compensation or reimbursement required by this Agreement; (ii) a suspension, revocation, or non-renewal of the Charter; (iv) failure of Board members to substantially comply with the Board-approved Code of Conduct.
- b. The School may terminate this Agreement if ATA fails to remedy a material breach of this Agreement within (30) days after receiving a notice from the School of such a breach. For the purposes of this Article, a material breach includes, but is not limited to: (i) failure to account for its expenditures or pay the School's operating costs ) in accordance with the Annual Budget, (ii) failure to follow policies duly adopted by the Board which are not in violation of this agreement, the Charter, or applicable law, (iii) insufficient progress in attaining student achievement objectives and school-wide goals adopted by the Board and mutually agreeable to the Parties; (iv) any action or inaction by ATA that places the Charter in jeopardy of suspension, termination, revocation, or non-renewal.
- c. Notwithstanding the foregoing, either Party may terminate this Agreement, with or without cause, by providing the other party with at least ninety (90) days written notice.
- d. If this Agreement is terminated, by either Party for any reason, such termination will become effective at the end of the then-current Academic Year.

**B. Effects of Termination.** Upon the effective date of termination of this Agreement:

- a. ATA shall have the right to remove from the School any equipment or assets owned or leased by ATA;
- b. The School shall pay ATA the Management Fee, in accordance with Article VI, for the Academic Year immediately preceding the termination;
- c. The School shall pay or reimburse ATA for any prepaid portion of any expense or liability incurred by ATA pursuant to the Annual Budget for the Fiscal Year immediately following the termination, provided that ATA supplies the School with documentation of all such expenses and liabilities;

- d. ATA shall reasonably assist the School in the execution of a closure plan (if applicable) and cooperate in the closure process, including without limitation in any audits and court or other proceedings related thereto.
- e. ATA may agree, in its sole discretion, to 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, managerial, or services arrangement.

**ARTICLE IX**  
**INSURANCE**

- A. **Insurance Coverage.** Each Party shall maintain such insurance in the coverage amounts as may be required by applicable law or contract, with the other party listed as an additional insured. ATA shall maintain such policies of insurance as required by the Charter and applicable law and shall be included in the Annual Budget. 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 also comply with any reasonable information or reporting requirements required by the other Party's insurers.
- B. **Workers' Compensation Insurance.** ATA shall maintain workers' compensation insurance as required by the Charter and applicable law for the School's personnel.

**ARTICLE X**  
**REPRESENTATIONS AND WARRANTIES**

- A. **School.** The School represents that it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- B. **ATA.** ATA warrants and represents that it is a North Carolina nonprofit in good standing and is authorized to conduct business in the State of North Carolina. ATA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The School agrees to assist ATA in applying for such licenses and permits and in obtaining such approvals and consents; provided, however, any cost or expenses in applying for such licenses, permits, approvals, and consents shall be the sole obligation of ATA.
- C. **School and ATA.** The School and ATA mutually warrant and represent to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened

or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XI**  
**INDEMNIFICATION**

- A. **Indemnification.** To the extent allowed by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other harmless from and against any and all third-party claims, actions, damages, expenses, losses, or awards which arise out of (i) the gross negligence or intentional misconduct of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to the Agreement. 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.

**ARTICLE XII**  
**MISCELLANEOUS**

- A. **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 the termination provisions contained in this Agreement if sufficient grounds exist as provided in ARTICLE VIII of this Agreement.
- B. **Governing Law.** The rights of all Parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of North Carolina.
- C. **Attorney Fees.** In the event of a dispute arising from this Agreement, the Parties agree that in any resulting litigation proceeding(s) to enforce and/or interpret terms of this Agreement, the prevailing party in any such dispute shall be entitled to its attorney fees and other expenses related to such dispute from the other party.
- D. **Agreement in Entirety.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements between the Parties hereto.
- E. **Amendment.** This Agreement shall not be altered, amended, modified, or supplemented except by memorandum approved by the Board and ATA and signed by

both an authorized officer of the Board and ATA. Both parties have notice that any amendment may require approval by the State Board of Education.

- F. **Assignment.** Neither Party may assign this Agreement without the written consent of the other, which consent shall not be unreasonable withheld. Both parties have notice that any assignment may require approval by the State Board of Education.
- G. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the Parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by 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 or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board Chairman, with a copy to the then current Board attorney. The address of the Parties hereto for the purposes aforesaid are as follows:

Legacy Classical Academy  
220 Woodlyn Dr.  
Reidsville, NC 27320

American Traditional Academies  
3607 Birdsong Ct  
Summerfield, NC 27358

- 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 results as that contemplated by such term or provision.
- I. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to ATA 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.
- K. **Indebtedness.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

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

American Traditional Academies, LLC

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

Name: Mary Catherine Sauer

Title: Executive Director

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

Name: Taft Morley

Title: Manager

Legacy Classical Academy

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

Name: Bernie Parnell

Title: Board Chairman



**COVINGTON  
.CHURCH**

*pointing to the Way!*

**3218 VANCE STREET EXT.  
REIDSVILLE, NC 28320**

**336-349-7763**

**OFFICE@COVINGTON.CHURCH**

April 24, 2022

To whom it may concern:

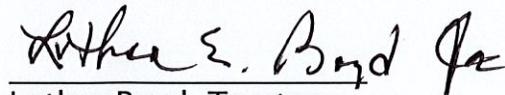
I am pleased to confirm that Covington Wesleyan Church intends to serve as the temporary location for Legacy Classical Academy. We believe that our spacious facility is well suited for a school and that we can obtain the proper Certificate of Occupancy with minimal updates.

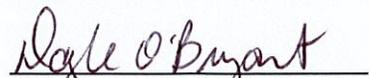
I am familiar with some members of the Legacy team who are long-time residents and have enjoyed getting to know the Renee Clifford and Mary Catherine Sauer. We all share a passion for education and a strong desire to work for the children and families of Rockingham County.

Pending congregational approval from our local church conference and pending future contractual agreements as we work out the details, we would be excited to be a part of this new endeavor and look forward to helping Legacy Classical Academy become a reality.

Sincerely,  
Covington Wesleyan Church Local Board of Administration

  
Wayne Denny, Vice Chair

  
Luther Boyd, Trustee

  
Doyle O'Bryant, Trustee

# LEGACY CLASSICAL ACADEMY

## Science and History Curriculum Outline

<u>Kindergarten History</u>	<u>Kindergarten Grade Science</u>	<u>First Grade History</u>	<u>First Grade Science</u>	<u>Second Grade History</u>	<u>Second Grade Science</u>
<ul style="list-style-type: none"> <li>*Roles of Citizenship</li> <li>*Nursery Rhymes &amp; Fables</li> <li>*Stories</li> <li>*Native Americans</li> <li>*Kings and Queens</li> <li>*Columbus &amp; the Pilgrims</li> <li>*Colonial Towns &amp; Townspeople</li> <li>*Presidents &amp; American Symbols</li> </ul>	<ul style="list-style-type: none"> <li>*The Human Body: Five Senses</li> <li>*Plants</li> <li>*Farms</li> <li>*Seasons and Weather</li> <li>*Taking Care of the Earth</li> <li>*Introduction to Magnetism</li> </ul>	<ul style="list-style-type: none"> <li>*Fables &amp; Stories</li> <li>*Different Lands, Similar Stories</li> <li>*Early American Civilizations</li> <li>*Modern Civilization &amp; Culture- Mexico</li> <li>*Fairy Tales</li> <li>*Early Exploration &amp; Settlement</li> <li>*American Revolution</li> <li>*Early Exploration of the American West</li> </ul>	<ul style="list-style-type: none"> <li>*The Human Body</li> <li>*Astronomy</li> <li>*The Earth</li> <li>*Living Things &amp; Their Environments</li> <li>*Matter &amp; Its Properties</li> <li>*Introduction to Electricity</li> </ul>	<ul style="list-style-type: none"> <li>*Fairy Tales &amp; Tall Tales (with Geography of the Americas)</li> <li>*Early Asian Civilization</li> <li>*Ancient Greek Civilization</li> <li>*Greek Myths</li> <li>*War of 1812 (Purpose of Government)</li> <li>*Westward Expansion</li> <li>*Civil War</li> <li>*Immigration with Constitution</li> <li>*Fighting for a Cause</li> </ul>	<ul style="list-style-type: none"> <li>*Forces/Simple Machines/Magnetism</li> <li>*Cycles of Nature</li> <li>*Natural Resources</li> <li>*Insects</li> <li>*Human Body</li> </ul>

# LEGACY CLASSICAL ACADEMY

## Science and History Curriculum Outline

<u>Third Grade History</u>	<u>Third Grade Science</u>	<u>Fourth Grade History</u>	<u>Fourth Grade Science</u>	<u>Fifth Grade History</u>	<u>Fifth Grade Science</u>
<ul style="list-style-type: none"> <li>*World Geography</li> <li>*The Ancient Roman Civilization</li> <li>*Vikings</li> <li>*Native Americans: Cultures &amp; Peoples</li> <li>*Early Exploration of North America</li> <li>*Colonial America</li> </ul>	<ul style="list-style-type: none"> <li>*Classification of Animals</li> <li>*Human Body</li> <li>*Light and Optics</li> <li>*Sound</li> <li>*Astronomy</li> <li>*Ecology</li> </ul>	<ul style="list-style-type: none"> <li>*World Geography</li> <li>*Europe in the Middle Ages</li> <li>*Spread of Islam</li> <li>*Early &amp; Medieval African Kingdoms</li> <li>*China Dynasties &amp; Conquerors</li> <li>*American Revolution</li> <li>*Making a Constitutional Government</li> <li>*Early Presidents &amp; Politics</li> <li>*Reformers</li> </ul>	<ul style="list-style-type: none"> <li>*Human Body &amp; Circulatory System</li> <li>*Chemistry</li> <li>*Electricity (Forces of Motion)</li> <li>*Geology</li> <li>*Meteorology</li> </ul>	<ul style="list-style-type: none"> <li>*World Geography</li> <li>*Early American Civilizations</li> <li>*European Exploration</li> <li>*Renaissance &amp; Reformation</li> <li>*England: Golden Age to Glorious Revolution</li> <li>*Russia</li> <li>*Feudal Japan</li> <li>*U.S. Geography</li> <li>*Westward Expansion Before Civil War</li> <li>*Civil War</li> <li>*Native Americans: Cultures &amp; Conflicts</li> </ul>	<ul style="list-style-type: none"> <li>*Classifying Living Things &amp; Ecosystems</li> <li>*Cells: Structure &amp; Processes</li> <li>*Plants Structures &amp; Processes</li> <li>*Life Cycles &amp; Reproduction</li> <li>*Earth Systems &amp; Structures</li> <li>*Human Body</li> <li>*Chemistry: Matter &amp; Change</li> <li>*Forces &amp; Motion</li> </ul>

# LEGACY CLASSICAL ACADEMY

## Science and History Curriculum Outline

<u>Sixth Grade History</u>	<u>Sixth Grade Science</u>	<u>Seventh Grade History</u>	<u>Seventh Grade Science</u>	<u>Eighth Grade History</u>	<u>Eighth Grade Science</u>
*World Geography	*Science as Inquiry	*US Geography	Structures and Functions of Living Organisms	*The Constitution	*Evolution
*Judaism & Christianity	*Forces & Motion	*America Becomes a World Power	*Evolution and Genetics	*Geography of Canada and Mexico	*Oceans and Earth's Water
*Ancient Greece	*Matter	*The Russian Revolution	*Earth Systems, Structures and Processes	*The Decline of the European Colonialism	*Ecology-Food Energy and Ecosystems
*Ancient Rome	*Energy	*WWI: "The Great War"	*Forces and Motions	*The Cold War	*Chemistry: Matter and Change
*The Enlightenment	*Earth Systems, Structures & Processes	*America in the Twenties	*Energy: Conservations and Transfer	*The Civil Rights	*Energy, Heat and Energy Transfer
*The French Revolution	*Earth in the Universe	*The Great Depression/Roosevelt and the New Deal		The Vietnam War and Rise of Social Activism	
*Romanticism	*Ecosystems	*WWII: Rise of Totalitarianism		*The End of the Cold War	
*Industrialism, Capitalism & Socialism	*Structures & Functions of Living Organisms	*WWII in Europe and at Home		*Middle East and Oil Politics	
*Latin American Independence		*WWII in the Pacific and at the end of the war			
*Immigration					
*Industrialization and Urbanization					
*Reform					

Bernie Parnell  
220 Woodlyn Drive  
Reidsville, N.C. 27320

336-432-2425 (c)  
336-349-2807 (H)  
parnellb1947@gmail.com

#### OBJECTIVE

To help with the creation of a charter school for a fair and true education for students of today so that they may have a better way of life

#### PROFILE

2012 to Present: Retired  
1991-2012: Owner/Operator of Mayberry Restaurant in Reidsville, N.C.  
1975-1999: Manager of Carolina Tire Company in Reidsville, N.C.  
1973-1975: Supervisor, Burlington Industries, Reidsville, N.C.  
1971-1973: Manager trainee/Asst Mgr of Winn Dixie Grocery Chain

#### EDUCATION:

1970-1971: BS in Sociology from Campbell University  
1969-1970: Attended Pembroke State University  
1067-1969: Wingate Jr. College

#### MEMBERSHIPS/AFFILIATIONS

2014-2018: Free Clinic of Rockingham County (Treasurer for 2 years)  
1999-2009: HOA Board at Oceanside West I (President for 4 years)  
1982-1986: Rotary Club  
1974-1979: Lion's Club

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Benjamin Tillman Parnell (Bernie)  
Home Address: 220 Woodlyn Dr., Reidsville, NC 27320  
Business Name and Address: N/A  
Telephone No.: 336-349-2807  
E-mail address: parnellb1947@gmail.com

3. Brief educational and employment history.

1971 graduate of Campbell University  
25 years manager of Carolina Tire Co.  
21 years owner/operator Mayberry Restaurant

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

No:  Yes:

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

I was recruited by a friend. To try to make a difference in educating Rockingham County students

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

To give staff and students the tools to give students to get the best education to prepare them for their future

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
I served for 4 years on the board of the free clinic of Rockingham County. We did many functions to promote health care for underserved citizens. Also served as treasurer for two year.
8. Describe the specific knowledge and experience that you would bring to the board.  
Helped staff the clinic, organized fundraisers, helped manage finances

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
To develop productive citizens, provide a classical academic program, to involve parents, build character, and hold students responsible
2. What is your understanding of the school's proposed educational program?  
To give students a basic education in reading, cursive writing, and basic math skills
3. What do you believe to be the characteristics of a successful school?  
Students who show measured progress in academics and staff who work with their students in a positive way
4. How will you know that the school is succeeding (or not) in its mission?  
Students who are progressing (test scores) in a positive environment

### **Governance**

1. Describe the role that the board will play in the school's operation.  
Create an environment whose staff and students can succeed
2. How will you know if the school is successful at the end of the first year of operation?  
Goals will be met.
3. How will you know at the end of five years of the schools is successful?  
Not only will goals be met but the general attitude of staff and students is positive
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
Make sure the right staff is in place and the opportunity for successful students is provided
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
Board should address individual ASAP – find out the facts and make a decision on the facts.

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

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

Bernie Parrell

Signature

Date

4/5/22

105 Battle Road, Greensboro NC 27410

(336) 314-1569/ lisamobleywalker@gmail.com

# Lisa Mobley Walker

## **EDUCATION:**

**GREENSBORO COLLEGE:** 2005-Teaching Certification

**NORTH CAROLINA AGRICULTURE & TECHNICAL STATE UNIVERSITY:** 1998-M. S. Adult Education

**ELON UNIVERSITY:** 1992- B.A. Communication/Minor, Business Administration

## **AREAS OF CERTIFICATION**

Secondary English, grades 6-12

Advanced Placement, English 12

## **WORK EXPERIENCE**

**NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION- NORTH CAROLINA VIRTUAL PUBLIC SCHOOL- English 2 Teacher for Credit Recovery Division and OCS Division: 2009-2013**

**Eastern Guilford High School/Greensboro NC- English, Grades 10-12: 2002-2007**

**Second Harvest Food Bank of NW NC/ Winston-Salem, NC: Community Relations Coordinator and Food Solicitor, 1999-2001**

**North Carolina Agriculture & Technical State University/Greensboro, NC: Graduate Assistant, 1997- 1998**

## **VOLUNTEER EXPERIENCE**

- Parent Teacher Organization (PTO) President, Cornerstone Charter Academy/ Greensboro NC: 2015-2017
- PTO Apparel Chair, Cornerstone Charter Academy/ Greensboro NC: 2014-2015
- Graduate Student Representative of The School of Education at North Carolina A&T State University for the University of North Carolina Equity/Adequacy Study
- Member of Faculty and Teacher Awards Committee North Carolina A&T State University  
Member of Faculty Search Committee for Human Development and Services Department North Carolina A&T State University
- Volunteer Partner in Education, Communities In Schools of Greater Greensboro
- Member and Editor of newsletter for Adult Education student organization, EMPOWER
- Revolution Academy founding board member and treasurer

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Lisa Gayle Mobley Walker

Home Address: 105 Battle Road, Greensboro, NC 27410

Business Name and Address: N/A

Telephone No.: 336-314-1569

E-mail address: lisamobleywalker@gmail.com

3. Brief educational and employment history.

Bachelor of Arts – Communication: Elon University

Master of Science – Adult Education: North Carolina Agriculture and Technical State University

Teacher Certification, PAL Program: Greensboro College

Certified Teacher, Secondary English grades 6-12, Eastern Guilford High School and NCDPI:NC Virtual School

Currently a stay-at-home mother to three children and a board member of Revolution Academy

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

No:

Yes:

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

In my role as treasurer of the Revolution Academy board I learned about the opportunity to be involved in bringing more charter options to Guilford County and volunteered to be a part of LCA.

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

A board member is responsible for setting policy, ensuring financial integrity, and governing the future and direction of the school.

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

I have served on the PTO board of Cornerstone Charter Academy in the role of President as well as a committee chairperson. Additionally, as an educator, I believe I can provide valuable insight from both my virtual and traditional classroom teaching experience. I currently serve as a founding board member of Revolution Academy.

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

Both my teaching experience and my PTO leadership experience provide me with a unique perspective and understanding of the structure, governance, and leadership role of the Board of Directors of a charter school. As a founding board member of Revolution Academy, I assisted in many areas of the successful start-up of a charter school.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
The students will strive for curriculum mastery under the classical model while also fostering critical thinking skills for the future.

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

The school's curriculum will include Shurley English and Core Knowledge which are both proven to be successful in educating students and providing them with knowledge to be prepared for higher education.

3. What do you believe to be the characteristics of a successful school?  
A successful school is achieved by effective leadership and teachers, a proven curriculum, and providing an environment where student's curiosity and desire for knowledge is fostered.

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

The school will use specific testing data to determine student success and mastery and compare that data to the state and local school districts.

### **Governance**

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

The Board of Directors is responsible for the governance of the school which included the financial integrity and the setting of policies. It is not the role of the Board to run the day to day operations of the school, rather that is the role of the principal and the management company.

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

The school will be deemed successful after the first year if the enrollment target number is met, other board measurements are met with regards to student achievement and the students return the following year. Additionally, this will be coupled with the financial stability of the school and a growing wait list for enrollment.

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

The school will be deemed successful after five years if student mastery of curriculum is achieved, there is low teacher turnover, and a growing wait list of students and families wanting to enroll in a fiscally stable classical model K-8 charter school.

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

The charter board is charged with supporting the principal and ensuring strong leadership and a prosperous vision for success occurs. Additionally, the board is responsible for the financial integrity and stewardship of taxpayer dollars.

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

I would report the matter to the Chairman of the Board and/or the entire board and it would be handled in a discreet manner via policies and procedures adopted by the Board of Directors in compliance with all local, state, and federal laws.

\*Please include the following with your Information Form

- a **one page** resume

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

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

Lisa M. Walker

4/21/2022

Signature

Date

**PROFESSIONAL EXPERIENCE**

**Real Estate Broker, Greensboro NC 2015 – Present** *eXp Realty, Karin Head Team*

**Hewlett-Packard, Enterprise Services, Palo Alto, CA 2005 – 2012** *Implementation Manager*

**Electronic Data Systems, Plano TX 2001 – 2005** *Project Manager, Sales*

**Amisys/McKesson, Rockville, MD 1997 – 2001** *Business Analyst*

**CIVIC and VOLUNTEER EXPERIENCE**

**Town of Summerfield, North Carolina 2015 – Present** *Founder's Day Committee Member*

**Polo Farms HOA, Summerfield, NC 2011 – 2015** *Social Committee Member*

**EDUCATION and CERTIFICATIONS**

**Bachelor of Arts, Psychology**

*University of Maryland,*

*College Park, MD*

**NCREC 2015- Present–** *Licensed Real Estate Broker*

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Kelly O'Day

Home Address: 7013 Mustang Court

Business Name and Address:

Telephone No.: 336 541-2011

E-mail address: Kelly.oday@me.com

3. Brief educational and employment history.

BA in Psychology from the University of MD, College Park. Business Analyst, Project Manager, Sales for Healthcare software Vendors (McKesson, EDS, HP) See resume.

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

No: X      Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school? Learned about a new school being planned and was referred by a board member of another charter school after expressing interest in participating in the establishment of a new school. I have an interest in education as I took elementary education classes in college. I have a grade school child with 7 years of a charter

school education. I have an interest in the welfare and education of children. I believe children deserve a quality education no matter where they live or their socio-economic status.

6. What is your understanding of the appropriate role of a public charter school board member?  
*The role of the charter school Board of Directors is to set the policy, strategic direction, and budget for the school. Additionally, the board plays a critical role in the oversight of administration of policy, direction and performance against established goals and direction. It is important the board focus on strategy and oversight, while the school administration executes that strategy on a day-to-day basis.*
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
My professional experience in facilitating and conducting meetings with agendas and action items. Adhering to the Mission statement. Volunteering at my child's school and interacting with parents and teachers. Maintaining good relationships with clients and staff and the ability to set expectations and perspectives when implementing new business rules that required change in operational flows. Self-employed.
8. Describe the specific knowledge and experience that you would bring to the board.  
Variety of experience as a parent of a grade school student. Background in Psychology and elementary education. Operated my own business for 5 years. Professional experience as a project manager.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?
2. *I believe Legacy Classical Academy (LCA) will graduate students employing the four pillars of character education, parent involvement, rigorous academics, and student responsibility.*
3. What is your understanding of the school's proposed educational program?  
*LCA will use a traditional, classical education program centered around the Core Knowledge sequence.*
4. What do you believe to be the characteristics of a successful school?  
*Happy, safe students, satisfied parents, good educational outcomes, wait list, low teacher/student attrition, and financial solvency.*
5. How will you know that the school is succeeding (or not) in its mission?

*The school will be succeeding if it is making adequate progress towards measurable goals, which includes graduating students who are well prepared for the next stage in their life.*

## **Governance**

1. Describe the role that the board will play in the school's operation.  
*The board will set the strategic direction, govern the school, create/oversee the budget, and contract with our management partner for the day-to-day school operations.*
2. How will you know if the school is successful at the end of the first year of operation?  
*A successful first year will see a fully constructed school facility, low student attrition, low staff attrition, high rates of parent satisfaction, and student growth.*
3. How will you know at the end of five years of the schools is successful?  
*A successful first year will see a fully constructed school facility, low student attrition, low staff attrition, high rates of parent satisfaction, and student growth.*
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
*The board will need to closely monitor the financial, academic, and governance health of the school, as well as progress toward strategic objectives. The board will need to course correct, as necessary to keep our school on track.*
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
*The actions of the board need to be above reproach. If there is a problem, it will be brought to the chairman of the board who will then address the board member who is not acting appropriately. If the problems persist, the whole board may take action against the offending board member.*

\*Please include the following with your Information Form

- a **one page** resume

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

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

Kelly S. O'Day  
4/7/22

---

Signature  
Date

**MELA J.TUCKER, RN, BSN, MBA**  
**1985 NC HWY 704**  
Madison NC 27025  
**Cell (336) 339-1575**

**EDUCATION:**

1980 Associate Degree Nursing (AD)	Rockingham Community College
1995 Bachelor Degree Nursing (BSN)	University of North Carolina @ Greensboro
2003 Masters of Business (MBA)	Averett University

**CERTIFICATION:**

2004- Gastroenterology Nurses and Associates CGRN

**CURRENT PROFESSIONAL MEMBERSHIPS:**

2008-2015	North Carolina MGMA
1984-2015	Society of Gastroenterology Nurses and Associates

**WORK HISTORY:**

2009- Present	AAAHC Surveyor
2009- 2010	Contracted with ICS for injection therapy
2006-2016	Administrator Eagle Gastroenterology/ Eagle Endoscopy Center

**Accreditation Association for Ambulatory Healthcare**

Performs a site review of the assigned ambulatory surgery center for compliance with accreditation standards. Completes a comprehensive written report detailing how the center meets the required standards for accreditation.

**Eagle Physicians and Associates, PA**

- **Eagle Gastroenterology, Greensboro NC**

Responsible for organizing, coordinating and leading the essential functions in the office setting from scheduling patients, to staffing and budgeting. Overseeing recruitment, hiring and training of employees, supporting the importance of providing outstanding patient care in the GI setting. Assist staff in delivery of patient education and health management. Educates patients regarding various conditions and treatment plans.

- **Eagle Endoscopy Center, Greensboro NC**

Works with physicians to develop strategic goals for center management. Responsible for day-to-day operations assisting to meet the expectations of the patient in the endoscopy setting. Manages financial performance by working with the CFO to analyze expenses to control procedure cost. Oversees recruitment, hiring and training of staff for effective center performance. Develops policies and procedures to ensure operational and patient care goals are met. Oversee Quality and Risk Management program Ensures patient care standards are met which are consistent with accreditation guidelines.

2003-2006	<b>Director of Endoscopy</b> Moses Cone Health System Responsible for day-to-day operations of two endoscopy departments including all aspects of patient care and fiscal responsibility.
1982-2003	<b>Director of Endoscopy</b> Wesley Long Community Hospital
1980-1982	<b>Staff Nurse</b> Wesley Long Community Hospital Medical Surgical Nursing

**LICENSURE: North Carolina RN# 072722**

**References available upon request.**

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Mela J. Tucker

Home Address: 1985 NC 704 Madison, NC 27025

Business Name and Address: N/A

Telephone No.: 336-339-1575

E-mail address: mjt\_rn@yahoo.com

3. Brief educational and employment history.

I have a Bachelor of science in nursing and an MBA. I have worked as a nurse and currently am a surveyor for the Accreditation Association for Ambulatory Healthcare.

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

No:  Yes:

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

Bernie Parnell asked me to serve. I wish to work with school leadership to help students achieve a quality education.

6. What is your understanding of the appropriate role of a public charter school board member?  
To work with leadership to establish policies and regulations by which the school is governed.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Member/chair of Jacob's Creek Fire Department Board  
The board has general charge over the affairs of the corporation.
8. Describe the specific knowledge and experience that you would bring to the board.  
Business background, leadership skills, management of center

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
Offering parents a chance for their child to be educated in Core Knowledge in a great environment for great outcomes
2. What is your understanding of the school's proposed educational program?  
A balanced approach with exposure to a broad base of knowledge and focus on student responsibility
3. What do you believe to be the characteristics of a successful school?  
Parent/student satisfaction, stress-free environment, teacher satisfaction
4. How will you know that the school is succeeding (or not) in its mission?  
Retention of students, successful test scores

### **Governance**

1. Describe the role that the board will play in the school's operation.  
Assist the leadership in goal achievement
2. How will you know if the school is successful at the end of the first year of operation?
  - 1) Parent/student satisfaction and retention
  - 2) Teacher satisfaction and retention
  - 3) Waitling list
  - 4) Test scores
3. How will you know at the end of five years of the schools is successful?  
Same as above
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
  - 1) Set high expectations
  - 2) Parent/student satisfaction
  - 3) Teacher satisfaction
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
Honest, direct conversation at the board level

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

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

Mela Tucker 4/21/2022

Signature

Date

# BRIAN EDWARD HARBOUR

223 MOUNT CARMEL CHURCH RD. RUFFIN, NC 27326  
BRIAN.E.HARBOUR@GMAIL.COM (336) 404-6969

## EDUCATION

---

2008 – 2012	Appalachian State University	Boone, NC
2005 – 2008	Rockingham Community College	Wentworth, NC

## WORK EXPERIENCE

---

2013 – Present	North Carolina State Highway Patrol <i>State Trooper</i>	Reidsville, NC
2012	United States Marshal Service <i>Intern</i>	Greensboro, NC

## CERTIFICATIONS

---

2014	Basic Law Enforcement Certificate	Raleigh, NC
2017	IACP Drug Recognition Expert Certificate	Raleigh, NC
2020	Intermediate Law Enforcement Certificate	Raleigh, NC
2020	Advanced Law Enforcement Certificate	Raleigh, NC
2020	SFST Instructor Certificate	Raleigh, NC
2021	General Instructor Certificate	Raleigh, NC

## VOLUNTEER EXPERIENCE

---

2019 – Present	Assistant Football Coach – Morehead Highschool	Eden, NC
1999 – 2012	Assistant Scoutmaster (Eagle Scout) – Boy Scouts of America	Ruffin, NC
2007	Head Football Coach – Lincoln Elementary Flag Football	Ruffin, NC
2007 – 2008	Board Member – Rockingham County Crime Stoppers	Wentworth, NC
2007 – 2012	Volunteer Police Officer – Danville Police Department	Danville, VA
2007 – 2012	Volunteer Firefighter – Oregon Hill Fire Department	Ruffin, NC

## LEADERSHIP EXPERIENCE

---

2011 – 2012	President – Sigma Alpha Epsilon Fraternity at ASU	Boone, NC
2007 – 2008	Student Body President / Board of Trustees – RCC	Wentworth, NC

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Brian Edward Harbour

Home Address: 223 Mount Carmel Church Rd., Ruffin, NC 27326

Business Name and Address:

Telephone No.: 336-404-6969

E-mail address: brian.e.havour@gmail.com

3. Brief educational and employment history.

Rockingham Community College

Appalachian State University

North Carolina State Highway Patrol

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

No:

Yes:

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

I was recruited by Bernie Parnell. I see a need in charter schools in Rockingham County. I wish to serve on this board to assist in the successful implementation and future success of this school.

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

A board member helps to ensure academic success, operational compliance, and financial responsibility. A board member must be an upstanding citizen in the community he or she serves.

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

Rockingham County Crime Stoppers

Rockingham Community College Board of Trustees

I have the capability to work with others even when others disagree.

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

I have always worked with children (Boy Scouts, football) I have worked in a daycare. I also bring over eight years of law enforcement experience.

### **School Mission and Program**

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

The school teaches traditional, classical academic programs and provides students with a broad base of knowledge to prepare them for success in the world that awaits them.

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

The school teaches to educate and not teach to simply pass required state tests. Knowledge is priority for future success.

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

Responsibility, structure, discipline, challenging, and fun

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

Measuring student's improvement, observing student growth educationally and as a person. Survey parents, teachers, and students.

## **Governance**

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

The board will provide effective oversight in the school's operations. The board will meet and discuss what works and does not work, then implement solutions for success.

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

Measuring student's improvement, observing student growth educationally and as a person, survey parents, teachers, and students.

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

Students performance, enrollment, feedback from all. Waiting list is a good problem to have.

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

Ensure academic success, operational compliance, and financial responsibility

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

The board would have to use its bylaws and policies to remedy this issue. The first step would be to speak and determine the best approach and keep the decisions and actions confidential.

\*Please include the following with your Information Form

- a **one page** resume

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

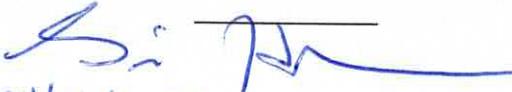
**Certification**

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

---

Signature

Date

  
04/21/2022

# ERICA STANDFIELD BRANDON

108 Parkchester Ct || Reidsville, NC 27320

336-707-6325 || elstandf08@yahoo.com

---

---

## ***EDUCATION***

**North Carolina Central University School of Law**, Durham, NC  
Juris Doctorate, May 2008

**University of North Carolina at Greensboro**, Greensboro, NC  
Bachelor of Arts in Political Science, May 2005

---

---

## ***WORK EXPERIENCE***

**State of North Carolina**, Reidsville, NC

**District Court Judge:** July 2019 - Present

- One of four judges in Judicial District 17A, which encompasses Rockingham and Caswell counties, North Carolina that presides over Criminal District Court, Juvenile Delinquency Court, Child Support Enforcement Court, Abuse, Neglect, and/or Dependency Court, 50B Court, and Civil Non-Jury Court
- Other task as designated

**State of North Carolina**, Reidsville, NC

**Assistant District Attorney:** October 2009 – July 2019

- Served the State in every position within the District Attorney's Office
  - District Court Prosecutor: one of two prosecutors that prosecuted all traffic matters, juveniles, district court misdemeanors, and all misdemeanor appeals to Superior Court
  - Negotiated plea agreements and worked closely with law enforcement, Juvenile Justice Court Counselors, and victims on dispositions.
  - Promoted to Superior Court Prosecutor: managed caseload of felony cases which included sexual assault cases, felony assaults, property crimes, drug cases. Sole prosecutor on numerous jury trials.
  - One of two prosecutors that prosecuted all the Superior Court probation violations in Rockingham County, North Carolina.
  - Facilitator for multi-disciplinary team meeting for local Child Advocacy Center
  - Member of the local Child Fatality Prevention Team
  - Member of the local Community Child Protection Team
  - Member of the Arson Task Force
  - Member on the committee to start a Mental Health/Drug Court in Rockingham County
  - Other task as designated
- 
- 

***CERTIFICATION*** Licensed to practice law in the State of North Carolina

---

---

## Charter School Board Member Information Form

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

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

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

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

### Background

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

2. Full name: Erica Standfield Brandon

Home Address: 108 Parkchester Ct., Reidsville, NC 27380

Business Name and Address: State of NC

Telephone No.: 336-707-6395

E-mail address: e1standf08@yahoo.com

3. Brief educational and employment history. BA in Political Science - UNC - Greensboro  
JD - North Carolina Central University School of Law  
Assistant District Attorney - 9+ yrs, District Ct. Judge - 2 1/2 yrs.

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

No:

Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school? I was recruited by Mr. Bernie Parnell, I desire to serve on the board to help our children that are lacking in academics in Rockingham County.

6. What is your understanding of the appropriate role of a public charter school board member? to be dedicated to helping implementing the school design successfully, including leadership, administration, + governance, curriculum, instruction, + assessment, performance management, and parent/community engagement.

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

I currently serve on the Boys and Girls Club of Eden.

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

I am an Attorney, but more importantly I am a mom of school-aged children and so I carry the best interest of children + parents.

### School Mission and Program

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

citizens who are prepared for a lifetime of achievement by using a challenging, classical academic program, meaningful parental partnerships, character education, and an emphasis on student responsibility.

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

a traditional, classically based education to students in grades K-8. The programs will be derived from the 4 pillars of Challenging Academics, Character Education, Parental Partnerships, + Student Responsibility.

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

The students will be academically successful and will be prepared to serve as active participants in the community.

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

① Each student will obtain at least 1 year of growth each school yr. ② Students who have been enrolled for 3 or more yrs will be at or above grade level proficiency. ③ Students will learn important virtues + strive to exemplify them in their daily lives.

### Governance

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

Will be responsible for all areas of operation in the school, including finance, academics, personnel, facilities, + student safety + performance.

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

① Each student has achieved at least 4 yr of growth during the academic year. ② Goal for Reading: 58% ③ Goal for Math: 56%

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

① Each student will perform at a above grade level if they have been enrolled @ the school for at least 3 yrs. ② Goal for Reading: 70% ③ Goal for Math: 70%

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

The steps are defined in the Multi-Tiered System of Support. Tier 1: All students will receive high quality, research-based core instruction. Tier 2: are provided to those students who are not meeting achievement grade level standards. Tier 3: intensive + are intended for a small % of students who are not responding to Tier 1 or Tier 2.

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

I would bring my thoughts to the attention of the board chairman to find out what the necessary protocol would be on addressing the issue at hand.

\*Please include the following with your information form

- a one page resume

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

**Certification**

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

Erica S. Brandt  
Signature

Date 4/5/2022

# Bylaws of Legacy Classical Academy

## ARTICLE I Organization

Section 1. Name The Corporation's name shall be Legacy Classical Academy. The school shall be known as Legacy Classical Academy.

Section 2. Principal Office The corporation's principal office shall be located at 3800 Oak Ridge Rd., Summerfield, NC 27358. The Board of Directors may change the principal office from time to time.

Section 3. Fiscal Year The fiscal year of the corporation shall begin on July 1 and end on the following June 30.

## ARTICLE II Purpose

Section 1. Purpose The purpose of the corporation shall be the operation of a public charter school under the North Carolina General Statutes 115C-238.29 as now enacted or hereafter amended.

## ARTICLE III Members

Section 1. Members The organization shall have no members.

## ARTICLE IV Board of Directors

Section 1. General Powers The business of the corporation shall be conducted by a Board of Directors. Except as otherwise expressly provided by law, the Articles of Incorporation, or these bylaws, all of the power of the Corporation shall be vested in the Board of Directors.

Section 2. Number The number of the directors shall be 5 to 7 members. The actual number of directors shall be determined by the Board of Directors and may be changed from time to time by a vote of the Board of Directors.

Section 3. Founding Directors The founding board of directors shall serve a founding term that ends in June of the initial year the school open.

Section 4. Terms After the founding terms, the terms of the directors shall be 3 years, with no director serving for more than three consecutive terms, inclusive of the founding term. The terms of the directors shall be staggered so that no more than three director's terms will expire in one year.

Section 5. Election Directors shall be elected by a 2/3 vote of the directors then serving at the annual meeting of the Board of Directors.

Section 6. Vacancies Any vacancies on the Board of Directors shall be filled by a 2/3 vote of the remaining Directors.

Section 7. Qualifications After the founding terms, at least one director, but no more than two, shall be a parent or guardian of an enrolled student of Legacy Classical Academy.

Section 8. Removal Any director may be removed with or without cause by a 2/3 vote of the directors serving at the time. Directors must be notified of the request for removal at least 5 days in advance of the meeting in which the removal will be voted upon.

Section 9. Conflict of Interest If a matter before the board places a director in a conflict of interest between the interests of the corporation and the interest of the director, or the director's family or business, the director shall inform the Board of Directors. The director with the conflict shall be prohibited from participating in discussions and votes on that matter. Each director shall annually sign a conflict of interest policy that shall be kept on file at the principal office of the Corporation.

## ARTICLE V Meetings

Section 1. Regular Meetings The Board of Directors shall hold regular monthly meetings at a time and place designated by the Board of Directors.

Section 2. Special Meetings Special Meetings of the Board of Directors may be called by the chairman or a majority of the members of the Board of Directors. Directors shall be given a minimum of 48 hours notice of any special meeting and all meetings shall comply with the open meetings laws.

Section 3. Annual Meetings Annual meetings of the Board of Directors shall be held in June of each year at a date and time to be determined by the Board of Directors.

Section 4. Emergency Meetings Emergency meetings of the Board of Directors may be called by the chairman or a majority of the directors then serving.

Section 5. Quorum A quorum for conducting business of the Board of Directors shall consist of a majority of the directors then serving.

Section 6. Participation At any meeting, directors may participate by any electronic means that allows all participating members to simultaneously hear and speak to each other during the meeting. A director participating in this type of meeting shall be considered present at the meeting.

Section 7. Manner of Acting Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a properly called meeting of the directors in which a quorum is present shall be the act of the Board of Directors.

Section 8. Compliance with Open Meetings Laws Notwithstanding any other provision of these Bylaws, the corporation shall comply in all respects with the North Carolina Public Schools Law, code section 115C-4 and any corresponding provision of subsequent North Carolina law, in connection with all regular, special, or emergency meetings of the Board of Directors.

## ARTICLE VI Officers

Section 1. Officers The Corporation's officers shall consist of a chairman, a vice-chairman, a secretary, and a treasurer. Each officer shall have such authority and perform such duties as the Board of Directors may from time to time determine. No officer shall act in more than one capacity when the actions of two or more officers are required.

Section 2. Election Officers shall be elected by a majority vote of a quorum at the annual meeting. Each officer shall hold office until his death, removal, resignation, or disqualification or until his successor has been elected.

Section 3. Removal Any officer may be removed with or without cause by a majority vote of the Directors at any regular or special meeting.

Section 4. Terms Each officer shall hold office for a term of one year.

Section 5. Vacancies Any vacancy shall be filled by a majority vote of the Board of Directors at any regular or special meeting.

Section 6. Chairman The chairman shall be the principal executive officer of the corporation and, subject to the ultimate authority of the Board of Directors, shall

oversee the general management of the business affairs of the corporation. He shall preside at meetings of the Board of Directors, appoint members of Board committees, and set the agenda for meetings of the Board of Directors. He may sign and execute instruments in the name of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. He shall perform other duties incident to the office of the chairman and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 7. Vice-Chairman In the absence of the chairman or in the event of his death, inability, or refusal to act, the vice-chairman shall perform the duties of the chairman, and when so acting shall have all of the powers of and be subject to all the restrictions of the chairman. The vice-chairman shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 8. Secretary The secretary or a designee shall ensure that minutes of the meetings of the Board of Directors are kept. He shall see that all notices of meetings of the directors are duly given in accordance with these Bylaws and the North Carolina open meetings laws. He shall have charge of the books, records, and papers of the Corporation. He shall perform all duties incident to the office of secretary and such other duties that from time to time may be assigned to him by the Board of Directors.

Section 9. Treasurer The treasurer shall have charge and be responsible for all funds and securities, receipts, and disbursements of the Corporation. He or a designee shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board of Directors. He shall in general perform all of the duties incident to the office of treasurer and such other duties that from time to time may be assigned to him by the Board of Directors.

## ARTICLE VII Committees

Section 1. Standing Committees The Board of Directors shall have three standing committees: Finance, Governance, and Academic. Each Director shall serve on at least one committee.

Section 2. Ad Hoc Committees The Board of Directors may from time to time create other committees necessary for carrying out the business of the board.

## ARTICLE VII Contracts, Loans, Checks, and Deposits

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

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

Section 3. Checks 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 at least two such officers or designees as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors may select.

## ARTICLE VIII Personal Liability

Section 1. Personal Liability A director of this Corporation shall not be liable personally for any debts of this corporation. A director shall not be personally liable to the Corporation for monetary damages arising out of any action, whether by or in the right of the Corporation or otherwise, for any breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of the breach knew or believed were clearly in conflict with the best interests of the Corporation, (ii) any liability under N.C.G.S. 55A-8-32 or N.C.G.S. 55A-8-3, (iii) any transaction from which the director derived an improper personal financial benefit. If the North Carolina General Statutes are amended after the date of these Articles to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the North Carolina General Statutes, as so amended. No amendment or repeal of the provisions of this Article VIII shall apply or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or failure to act on the part of such director occurring prior to such amendment or repeal. The provisions of this Article VIII shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability which has not been eliminated by the provisions of this Article VIII.

## ARTICLE IX Indemnification

Section 1. Indemnification The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, proceeding by or in the right of the corporation) by reason of the fact that he is or was a director, officer, committee member, member, agent, or employee of the corporation or is or was serving at the request of the corporation as a member, director, officer, agent or employee of another entity, against expenses including attorneys' fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person acted or failed to act other than in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

## ARTICLE X Amendments

Section 1. Amendments These Bylaws may be amended by a 2/3 vote of a quorum present at any regular or special meeting provided that written notice of any proposed changes to the Bylaws are included in the notice of the meeting of the Board of Directors. Proposed changes to the Bylaws shall be submitted to the Office of Charter Schools for approval.

**Board Member Name**

Bernie Parnell

Lisa Walker

Mela Tucker

Kelly O'Day

Brian Harbour

Erica Brandon

**Board Title**

Chairman

Vice Chairman

Secretary

Treasurer

Board Member

Board Member

**County of Residence**

Rockingham

Guilford

Rockingham

Guilford

Rockingham

Rockingham

**Current Occupation**

Retired

Former Teacher

Registered Nurse

Real Estate Agent

NC State Trooper

District Court Judge

**Past or Present Professional Licenses Held**

None

Teacher's License

RN License

Real Estate License

None

Law License

**Any disciplinary action taken against any of these professional licenses?**

N/A

No

No

No

N/A

No



# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

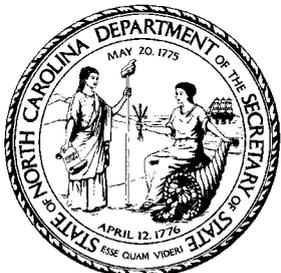
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

### LEGACY CLASSICAL ACADEMY

the original of which was filed in this office on the 16th day of July, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 16th day of July, 2021.

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

ARTICLES OF INCORPORATION  
NONPROFIT CORPORATION

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

1. The name of the nonprofit corporation is: Legacy Classical Academy

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

3. The name of the initial registered agent is: Bernie Parnell

4. The street address and county of the initial registered agent's office of the corporation is:  
220 Woodlyn Dr.  
Number and Street:  
Reidsville 27320 Rockingham  
City: Reidsville State: NC Zip Code: 27320 County: Rockingham

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

Number and Street or PO Box: \_\_\_\_\_  
City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

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

Name	Address
<u>Bernie Parnell</u>	<u>220 Woodlyn Dr., Reidsville, NC 27320</u>
_____	_____
_____	_____

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

a.  The corporation will have members.

b.  The corporation will not have members.

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

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

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

336-203-3690

Principal Office Telephone Number: \_\_\_\_\_

3800 Oak Ridge Rd.

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

City: Summerfield State: NC Zip Code: 27359 County: Guilford

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

Number and Street or PO Box: \_\_\_\_\_

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

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

Name	Address	Title

**Privacy Redaction**

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

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

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

This is the 14 day of July, 2021.

Incorporator Business Entity Name

*Bernie Parnell*

Signature of Incorporator

Bernie Parnell, Board Chairman

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

NOTES:

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

## PURPOSE

Legacy Classical Academy is organized exclusively for educational purposes that qualify it as an exempt organization under section 501(c)(3) of the Internal Revenue Code.

## DISSOLUTION

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

## PROHIBITED ACTIVITIES

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

Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170( c )(2) of the Code.

# Legacy Classical Academy Calendar 2023-2024

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	12
13	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7th-11th Staff Development  
14th-16th Staff Development  
17th First Day of School, Half Day

September						
S	M	T	W	T	F	S
					1	2
3	<b>4</b>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4th Labor Day, No School

October						
S	M	T	W	T	F	S
1	2	3	4	5	<b>6</b>	7
8	9	10	11	12	13	14
15	16	<b>17</b>	18	19	20	21
22	<b>23</b>	<b>24</b>	25	26	27	28
29	30	31				

6th Staff Development  
17th End of 1st Quarter  
23-24th Conferences, Half Day

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	<b>10</b>	11
12	13	14	15	16	17	18
19	20	21	<b>22</b>	<b>23</b>	<b>24</b>	25
26	27	28	29	30		

10th Obser-Veteran's Day No School  
22th-24th Thanksgiving Break

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	<b>15</b>	16
17	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	23
24	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	30
31						

15th Half Day  
18th Winter Break Begins

January						
S	M	T	W	T	F	S
	<b>1</b>	2	3	4	5	6
7	8	9	10	11	12	13
14	<b>15</b>	16	17	18	19	20
21	22	<b>23</b>	24	25	26	27
28	29	30	31			

1st New Years Day, No School  
2nd Students Return  
15th MLK Jr. Day, No School  
23th End of 2nd Quarter

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	<b>12</b>	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

12th Staff Development

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	<b>11</b>	<b>12</b>	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	<b>29</b>	30
31						

11th-12th Conferences, Half Day

29th Good Friday, No school

April						
S	M	T	W	T	F	S
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	6
7	8	9	10	11	<b>12</b>	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1st - 5th- Spring Break  
12th End of 3rd Quarter

May						
S	M	T	W	T	F	S
				1	2	<b>3</b>
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	<b>27</b>	28	29	30	31

3rd Staff Development

27th Memorial Day, No School

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	<b>11</b>	<b>12</b>	<b>13</b>	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7th End of 4th Quarter  
11th Last Day of School- Half Day  
12th & 13th Staff Workdays

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

No school for students, all day for staff  
 Half day for students, all day for staff  
 No school for students and staff

# **Legacy Classical Academy**

## **Appendix A4.4: IRS Form 990**

Not Applicable

American Traditional Academies is a new entity and has not filed any 990s.

**SCHOOL LEASE AGREEMENT**

BETWEEN

American Charter Development, LLC  
An Arizona limited liability company  
("LANDLORD")

AND

\_\_\_\_\_, a \_\_\_\_\_ nonprofit company  
\_\_\_\_\_  
("TENANT")

For the lease  
Of  
Real property located at \_\_\_\_\_

\_\_\_\_\_, 2022

## TABLE OF CONTENTS

	<b>Page</b>
Section 1.	Attachments to Lease and Exhibits..... 1
Section 2.	Definitions and Rules of Construction..... 1
Section 3.	Premises ..... 7
Section 4.	Term..... 7
Section 5.	Options To Extend..... 7
Section 6.	Rent; Net Lease; Construction Term Rent; Security Deposit ..... 7
Section 7.	Quiet Possession; Transfer of Title..... 9
Section 8.	Use of Leased Property; Assignment and Subletting ..... 9
Section 9.	Holding Over..... 11
Section 10.	School Property ..... 11
Section 11.	Utilities ..... 12
Section 12.	Governmental Compliance..... 12
Section 13.	Environmental Agreements..... 13
Section 14.	Maintenance and Repairs ..... 13
Section 15.	Damage and Condemnation Clauses ..... 14
Section 16.	Insurance, Indemnity, Waiver of Subrogation and Fire Protection Property Policy ..... 15
Section 17.	Indemnification Generally ..... 18
Section 18.	Tenant to Pay Taxes..... 19
Section 19.	Alterations and Tenant’s Liens; Tenant Signs..... 20
Section 20.	Restrictive Agreements; Grants of Easements ..... 20
Section 21.	Charter ..... 21
Section 22.	Tenant’s Operating Covenants; Tenant’s Right to Control Operations ..... 21
Section 23.	Tenant’s Reporting; Filing Requirements; Financial Information; Performance ..... 22
Section 24.	Estoppel Certificate; Attornment and Priority of Lease; Subordination ..... 24
Section 25.	Certain Representations, Warranties and Agreements of Landlord..... 25
Section 26.	Tenant’s Representations and Warranties ..... 25
Section 27.	Defaults and Remedies ..... 29
Section 28.	Access to Leased Property ..... 33
Section 29.	Certain Landlord Rights on Termination ..... 34
Section 30.	Interest on Past Due Obligations ..... 34
Section 31.	No Leasehold Mortgages ..... 34
Section 32.	Miscellaneous..... 34

**TABLE OF CONTENTS**  
(continued)

**Page**

Section 33. Purchase Option .....	37
EXHIBIT A – Legal Description of Leased Property	
EXHIBIT B – Plans and Specifications	
EXHIBIT C - Addendum	
EXHIBIT D – School Personal Property	
EXHIBIT E – ACH Form	
EXHIBIT F – Reporting Requirements	
EXHIBIT G – Enrollment and Proforma	
EXHIBIT H – Startup Budget	

## SCHOOL LEASE AGREEMENT

**THIS SCHOOL LEASE AGREEMENT** (this “**Lease**”), made as of March \_\_\_, 2021 (the “**Effective Date**”), by and between American Charter Development, LLC, an Arizona limited liability company (together with its approved successors and assigns, “**Landlord**”) and \_\_\_\_\_, a \_\_\_\_\_ nonprofit corporation (“**Tenant**”).

### RECITALS

A. WHEREAS, Landlord has purchased, or, within a reasonable time after the execution of this Agreement will purchase, the property situated at 5600 Fox Avenue, Reno, NV and legally described on Exhibit A and by this reference made a part hereof (the “**Charter School Property**”) and Developer has agreed to provide funding for the construction of certain improvements as detailed on the Plans and Specifications, more particularly defined on Exhibit B for use and operation of a public charter school thereon.

B. WHEREAS, Tenant has entered into the Charter Contract to educate students.

C. WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease the Charter School Property, together with all improvements now or hereafter located thereon, along with all rights and privileges appurtenant thereto, including without limitation, all appurtenances, privileges, easements and any right, title or interest in and to any land lying in any adjacent public street or road benefiting such property, and Landlord and Tenant hereby desire to enter into this Lease upon the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

**Section 1. Attachments to Lease and Exhibits.** Attached to this Lease and the terms therefor incorporated by the reference and hereby made a part hereof are the following:

- EXHIBIT A – Legal Description of Leased Property
- EXHIBIT B – Plans and Specifications
- EXHIBIT C - Addendum
- EXHIBIT D – School Personal Property
- EXHIBIT E- ACH Form
- EXHIBIT F – Reporting Requirements
- EXHIBIT G – Enrollment and Proforma
- EXHIBIT H – Startup Budget

**Section 2. Definitions and Rules of Construction.**

(A) Definitions. Certain terms used in this Agreement are defined in this Section, and when and if used herein, such terms shall have the meanings given to them by the language employed in this Section defining such terms, unless the context clearly indicates otherwise.

“**ADA**” means the Americans with Disabilities Act of 1990, codified in 42 U.S.C. §12101, *et seq.*, and the regulations promulgated thereunder, as amended.

“**Addendum**” means the Addendum that contains the information required by Section 6(B), attached hereto as Exhibit C.

“**Additional Rent**” shall have the meaning given to it in Section 6(F).

“**Affiliate**” shall mean as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

“**Ancillary Uses**” means certain special events, college or recreational classes, and other events that use up to four thousand (4,000) square feet in total of the Charter School Facility.

“**Annual Fixed Rent**” means the annual fixed rent payable hereunder for the Leased Property in the amount set forth in the Addendum, which amount shall be calculated as follows:

(i) From the Initial Fixed Term Commencement Date to the last day of the third (3rd) Lease Year, an annual amount per annum, equal to the sum of (a) nine percent (9%) of the Total Development Cost, plus (b) the costs of the insurance required under Section 16.

(ii) Starting on the first day of the third (3rd) Lease Year, and each Lease Year for the remainder of the Initial Fixed Term of this Lease, and through each Option Period, if any, an amount per annum equal to the following: the sum of (a) the Annual Fixed Rent applicable in the immediately preceding Lease Year, plus (b) an amount equal to the Annual Fixed Rent applicable in the immediately preceding Lease Year multiplied by two percent (2%).

“**Authorizer**” shall mean that certain governmental or quasi-governmental agency that entered the Charter Contract with Charter School.

“**Charter or Charter Contract**” shall mean the agreement executed by and between the Tenant and the Authorizer, as the same may be defined in the Recitals.

“**Charter School**” shall mean the Tenant.

“**Charter School Facility**” means the school facilities located on the Leased Property and any and all other buildings and improvements now existing or hereafter constructed on the Land in connection with the school facility and occupied by School.

“**Charter School Property**” shall have the meaning set forth in the Recitals.

“**Code**” means the Internal Revenue Code of 1986, as the same may be amended or supplemented, and the rules and regulations promulgated thereunder.

“**Construction Term**” shall mean the period commencing on the Effective Date and expiring on the day prior to Substantial Completion.

**“Construction Term Rent”** means the rent payable hereunder for the Charter School Property during the Construction Term, in the amount set forth and calculated as follows: (i) from the Effective Date until the Initial Fixed Term Commencement Date, an amount equal to the actual cost of Landlord’s interest and fees payable or incurred by Landlord to Landlord’s Lender or Lenders. Construction Term Rent shall accrue during the applicable Construction Term as set forth herein and shall be added to the Total Development Costs upon the expiration of the Construction Term.

**“Control Account”** shall have the meaning set forth in Section 6(K).

**“Coverage Ratio”** shall mean Tenant’s operating income divided by the sum of Tenant’s total debt and Lease service expense.

**“Curing Party”** shall have the meaning set forth in Section 27(C).

**“Days Cash on Hand”** shall mean the number of days that Tenant can continue to pay its operating expenses, given the amount of immediate cash available.

**“Default Rate”** shall mean the lesser of (i) the Prime Rate plus 10% or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Lease at the Default Rate.

**“Defaulting Party”** shall have the meaning set forth in Section 27(C).

**“Developer”** shall have mean American Charter Development, LLC, an Arizona limited liability company.

**“Development Fee”** shall mean a fee of six percent (6%) of the Total Development Costs (excluding the Development Fee for purposes of calculation) payable to the Developer.

**“DIC Policy”** shall have the meaning set forth in Section 16(B).

**“Effective Date”** shall have the meaning set forth in the introductory paragraph of this Lease.

**“Environmental Report”** means any phase I or phase II report related to the Land.

**“Event of Default”** shall have the meaning set forth in Section 27(A).

**“Expiration Date”** means the day that is the twentieth anniversary of the Initial Fixed Term Commencement Date, unless extended by one or more Option Periods.

**“Extraordinary Event of Default”** shall have the meaning set forth in Section 27(A)(iii)(b).

**“Final Plans”** shall mean the final plans, drawings and specifications for the Improvements to the Leased Property as built.

**“Fiscal Tax Year”** shall mean the 12 month period established as the real estate tax year by the property taxing authority having jurisdiction over the Leased Property.

**“Fixtures”** means all equipment, machinery, fixtures and other items now or hereafter permanently affixed to or incorporated into the Leased Property, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler

systems and fire and theft protection equipment, together with all replacements, modifications, alterations and addition thereto; all of which to the maximum extent permitted by law, are hereby deemed to constitute real estate. "Fixtures" shall not include any School Personal Property.

**"Force Majeure"** means any event, act or omission, condition, or circumstance beyond the control of the party whose performance is being delayed, including, without limitation, fire, flood, tornado, or earthquake, the declaration of war, riot, insurrection, strike, lockout, boycott or embargo, changes ordered to the Work, acts of God, casualties, labor disputes not reasonably anticipated, and unusual delays in transportation, events entitling the General Contractor to a time extension under the General Contract, unavailability of materials, adverse weather conditions not reasonably anticipated, delays caused by concealed conditions, delays caused by another Party to this Agreement, or its employees, agents, or separate contractors.

**"GAAP"** shall mean generally accepted accounting principles consistently applied, as in effect from time to time.

**"Governmental Authorities"** means all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof, having or claiming jurisdiction over all or any part of the Leased Property or the use of the Charter School Facility.

**"Hazardous Substance"** means any substance found upon or under the Charter School Property that is toxic, radioactive, ignitable, dangerous, harmful, flammable, explosive, reactive or corrosive regulated by any Governmental Authority and that is in the form, quantity, condition and location that would violate any Laws, including any and all materials and substances that are defined as "hazardous waste," "hazardous material," "hazardous chemical," "pollutant," "contaminant" or "hazardous substance," then found upon the Charter School Property in the form, quantity, condition and location that would violate any Laws. **"Hazardous Substance"** includes asbestos in any form and any substance containing asbestos, polychlorinated biphenyls, petroleum, lead-based paint, mold, and urea formaldehyde foam insulation.

**"Initial Fixed Term"** means the period commencing on the Initial Fixed Term Commencement Date and expiring, after taking into account all Option Periods, as of midnight on the Expiration Date.

**"Initial Fixed Term Commencement Date"** means the day following the last day of the Construction Term.

**"Land"** shall mean the real property legally described on Exhibit A attached hereto.

**"Landlord"** shall have the meaning set forth in the initial paragraph of this Agreement.

**"Laws"** means all present and future requirements, administrative and judicial orders, laws, statutes, ordinances, rules and regulations of any Governmental Authorities, including, but not limited to the ADA.

**"Lease"** shall have the meaning set forth in the Recitals.

**"Lease Year"** or **"School Lease Year"** as used in this Lease shall mean a period of twelve (12) full calendar months, except for the first Lease Year. The first Lease Year shall begin on the first day of the calendar month following the Initial Fixed Term Commencement Date, unless the term commences on the first day of a calendar month, in which case the first Lease Year shall begin on the Initial Fixed Term Commencement Date and shall end on June 30 of the following calendar year. Each succeeding Lease Year shall commence on July 1 and end on June 30.

“**Leased Property**” means the Charter School Facility, the Charter School Property and the other Land, Fixtures, School Furnishings and Equipment, and all appurtenances, rights, easements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Tenant in this Lease, excluding, however, School Personal Property.

“**Legal Requirements**” means the requirements of all present and future Laws, including, but not limited to, all permit and licensing requirements and all covenants, easements, restrictions and conditions, now or hereafter of record which may be applicable to Tenant or the Leased Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, expansion, repair or restoration of the Leased Property.

“**Material Adverse Effect**” means with respect to any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding by a Governmental Authority), a materially adverse effect on the business, operations, revenues, financial condition, property, or on the ability of Tenant to perform its obligations under this Lease, or the Charter.

“**Material Condemnation**” shall have the meaning set forth in Section 15(B).

“**Mortgage**” shall mean any mortgage or deed of trust or other instrument in the nature thereof evidencing a security interest in the Leased Property or any part thereof.

“**Notices**” means, collectively, all notices, consents, requests, approvals and authorizations required or permitted hereunder. Any of the Notices are individually referred to herein as a “**Notice**.”

“**Option Period**” means any of the three (3) successive separate periods of five (5) years each for which Tenant may extend the Term following the expiration of the Initial Fixed Term.

“**Party**” means any of Developer, Landlord, or School; “**Parties**” means, collectively, Developer, Landlord, and School.

“**Permitted Signs**” means any exterior signage set forth in the Plans and Specifications, any signs containing Tenant’s name that are mutually acceptable to both Tenant and Landlord containing Tenant’s name and are of a size, color and design which are compatible with the appearance, color and design of the Charter School Facility; or any other sign expressly permitted by this Lease.

“**Plans and Specifications**” means the plans and specifications, as designed and updated, from time to time, attached hereto as Exhibit B.

“**Prime Rate**” shall mean the greater of (1) the per annum interest rate from time to time publicly announced by Citibank, N.A., New York, New York as its base rate; or (2) eight percent (8%). If Citibank, N.A. should cease to publicly announce its base rate, the “Prime Rate” hereunder shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate.

“**Prohibition**” shall have the meaning set forth in Section 8(B).

“**Purchase Option**” shall have the meaning set forth in Section 33(C).

“**Purchase Option Closing Date**” shall have the meaning set forth in Section 33(C).

“**Purchase Option Notice**” shall have the meaning set forth in Section 33(C).

“**Purchase Price**” shall have the meaning set forth in Section 33(B).

“**Released Party**” shall have the meaning set forth in Section 16(J).

“**Releasing Party**” shall have the meaning set forth in Section 16(J).

“**Rent**” shall mean the Construction Term Rent, Annual Fixed Rent, Additional Rent and any other charges, expenses or amounts payable by Tenant under this Lease.

“**Restrictive Agreements**” shall mean those certain reciprocal easement agreements, operating agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development of the Leased Property.

“**School Furnishings and Equipment**” means any of the following trade fixtures, furnishings and equipment for the School Facility located on the Leased Property purchased and furnished and/or furnished to the Leased Property as part of the Total Development Costs, such as (but not limited to) desks, computers, chairs, tables, furniture, lockers, audio visual equipment, shelving, cabinets, podiums, dry erase and mounted boards, display cases, work stations, lab equipment, study carrels, carts, room dividers, and all other school property. The School Furnishings and Equipment shall remain the property of Landlord and title of the same shall not transfer to the Tenant. “**School Furnishings and Equipment**” shall not include Fixtures or School Personal Property.

“**School Personal Property**” means the property to be provided by the Tenant, at its sole cost and expense, furniture, furnishings, and movable equipment as are described and listed on Exhibit D attached hereto and by this reference made a part hereof. “School Personal Property” shall not include any Fixtures or School Furnishings and Equipment.

“**Security Deposit**” means the greater of (i) \$50,000 or (ii) one-twelfth of the Annual Fixed Rent for the Initial Lease Year, to be deposited and applied in accordance with the provisions of Section 6(E). The Security Deposit may be payable in twelve (12) equal installments, payable each and every month of the First Lease Year.

“**SNDA**” shall have the meaning set forth in Section 24(C).

“**State**” means the State of North Carolina

“**Substantial Completion**” means the day on which is granted to Landlord a Temporary Certificate of Occupancy, or the equivalent.

“**Taxes**” means (a) all *ad valorem* taxes and assessments and governmental charges (including sewer charges), general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental Authorities, which are levied on or charged against the Leased Property (including but not limited to the real estate on which the Charter School Facility is located), School Personal Property, any rent, or the right or privilege of leasing real estate or collecting rents, including any state, county or local sales or use tax on rents, and any other taxes and assessments attributable to the Leased Property or its operation or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including without limitation all special assessments, impact fees, development fees, traffic generation fees, parking fees in respect of any Fiscal Tax Year falling wholly within the Term and a portion of any real estate taxes so imposed in respect of any Fiscal Tax Year falling partly within and partly without the term hereof, equal to the proportion which the number of days of such Fiscal Tax Year falling within the term hereof bears to the

total number of days of such Fiscal Tax Year; and (b) any and all transfer taxes regarding the Leased Property imposed upon and payable by Landlord in connection with the conveyance to Landlord of fee simple title to the Leased Property, and any and all transfer taxes regarding the Leased Property imposed in connection with the creation, grant and conveyance of a leasehold interest (and the grant of any option to purchase) under: (i) the Lease, any addenda hereto, and any memoranda of leases regarding the same; (ii) any other conveyance of any leasehold interests of any portion of the Property, or any improvements located on the Property now or in the future, to any of Landlord, Developer, and School; and (iii) any conveyance of leasehold interests by School (any and all transfer taxes in connection with the creation, grant or transfer(s) of the fee simple or leasehold interests regarding the Leased Property as described in this clause (b) or in connection with the recording or filing of the deed or memoranda of leases regarding the same, as applicable, are hereinafter collectively referred to as the “**Included Transfer Taxes**”). Notwithstanding the foregoing, nothing contained in this Lease shall be deemed to include within the definition of the term “**Taxes**” (I) any tax such as corporate, franchise, capital levy, capital stock, excess profits, transfer (other than the Included Transfer Taxes), revenue, inheritance, estate, succession, gift, devolution or succession, income, personal property, and/or any other federal or state income taxes that are or may be imposed upon or levied against Landlord or Developer and not directly against the Leased Property or the rent payable by School to Landlord pursuant to the Lease, even though such taxes might become a lien against any part of the Premises, (II) any other tax, assessment, charge or levy upon, or measured, in whole or in part, by the rent payable hereunder by School (except to the extent any such tax, assessment, charge or levy is imposed in substitution for any *ad valorem* tax, rent tax or assessment or as otherwise required to be paid by School hereunder), or (III) any tax that is collected by Landlord from some other entity or person (by way of example, a parking tax that is collected as part of the parking fee from an individual to Landlord would not be the responsibility of School).

“**Taxes Applicable to the Leased Property**” shall mean an amount equal to the Taxes levied against the land and improvements within the Leased Property.

“**Tenant**” is defined in the introductory paragraph of this Lease.

“**Tenant’s Operating Covenant**” shall have the meaning set forth in Section 22(A).

“**Tenant’s Property**” means only School Personal Property and any other trade fixtures, appliances, furniture and other moveable furnishings and equipment in the Charter School Facility which was purchased by Tenant, at Tenant’s sole expense.

“**Term**” or “**Term of this Lease**” means Initial Fixed Term, as set forth in Section 4, and any exercise of one or more Option Periods pursuant to Section 5.

“**Total Development Costs**” means (i) the total cost of acquiring the Charter School Property, including the costs of all due diligence in connection therewith, such as title insurance, surveys, environmental site assessments and other inspections, bank payoffs, etc.; (ii) costs relating to obtaining necessary zoning for use and operating of the Charter School Property; (iii) costs of entitlements and permitting; (iv) design and engineering and other “pre-development costs” and soft costs approved by Landlord; (v) reasonable legal fees; (vi) all hard and soft costs relating to the development and construction of the Charter School Facility; (vii) the Development Fee; (viii) Construction Term Rent that School is required to pay to Landlord during the period of construction and continuing until the Initial Fixed Term Commencement Date; (ix) Taxes Applicable to the Charter School Property; (x) the cost of insurance, utility charges and any other expenses incurred by Landlord relating to the ownership and operation of the Charter School Property during the Construction Term; (xi) Fixtures but excluding School Personal Property purchased by School; (xii) all other costs with respect to the financing (origination fee[s], interest carry, etc.), acquisition, development, and construction of the School Facility as set forth herein; (xiii) any

fee payable to a third party associated with the Charter School Property; and, (xiv) any amount of money given to the Tenant for reimbursement, working capital and/or FF&E expenses, including grant funding of any kind, which may include but it is not limited to items listed in Exhibit H, as applicable.

“Used” shall have the meaning set forth in Section 13(B).

(B) Interpretation. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof. All references made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. References to federal, state, or local statutes, codes, regulations, rules, orders, circulars, or notices, whether administrative, executive, or judicial, shall include any amendment, supplement, modification, and/or successor provisions of such statutes, codes, regulations, rules, orders, circulars, or notices, to the extent the same shall apply.

(C) Entire Agreement; Amendments; Summary of Non-Binding Terms and Conditions

(i) This Lease and the other documents referenced herein represent the entire agreement between the Parties relating to the matters set forth herein, and no modification of this Agreement, and no waiver of the terms of either of said instruments, shall be effective unless made in writing and duly executed by the Parties.

(ii) Notwithstanding the foregoing and anything else in this Lease, or the other documents referenced herein to the contrary, in the event of any direct conflict, inconsistency, or ambiguity between any term or terms of the Summary of Non-Binding Terms and Conditions negotiated between the Parties and any term or terms of this Lease, and/or the other documents referenced herein, the terms of this Lease shall control.

(D) References. Unless otherwise specified or the context shall require otherwise, any reference to a particular Section or Paragraph shall be to such Section or Paragraph of this Agreement.

**Section 3. Premises.** Landlord hereby demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the consideration and upon the terms and conditions herein set forth, the Leased Property.

**Section 4. Term.**

(A) Construction. The parties acknowledge and agree that construction of the Improvements will be undertaken (as specifically described in the Plans and Specifications), and Landlord will use commercially reasonable efforts to complete the construction of the Project and obtain a Temporary Certificate of Occupancy (“TCO”), but notwithstanding the foregoing, failure of Landlord to timely obtain a TCO shall not be deemed a default or a breach and shall not subject Landlord to liability to the Tenant. Tenant acknowledges and agrees that in the event of delays, Tenant shall arrange for, at its sole cost, a temporary space or solution, or acquire a deferral in opening from its Authorizer so as not to interrupt Tenant’s course of business or have any negative impact on Tenant’s Charter. Further, Tenant agrees to take occupancy as soon as practicable at completion of construction.

(B) Construction Term. The Construction Term shall commence on the Effective Date and shall expire on the day prior to the date for Substantial Completion.

(C) Initial Fixed Term. The Initial Fixed Term shall commence on the Initial Fixed Term Commencement Date and shall expire, unless extended pursuant to Section 5 hereof, as of midnight on the last day of the calendar month, which is twenty (20) years from the Initial Fixed Term Commencement Date (the “Expiration Date”). Tenant understands and agrees that it shall remain liable for rent for the full duration of the lease and may not terminate the lease under any circumstance, including the loss of Charter.

**Section 5. Options To Extend**. Provided that no Event of Default has occurred (and Notice of which has been given to Tenant) and is continuing, Tenant shall have the right to extend the Initial Fixed Term of this Lease for the Option Periods from the date upon which the Initial Fixed Term (or any applicable Option Period) would otherwise expire, upon the same terms and conditions as those herein specified. If Tenant elects to exercise its option for any Option Period, it shall do so by giving Landlord Notice of such election at least four (4) months before the beginning of the Option Period for which the term hereof is to be extended by the exercise of such option. If Tenant gives such Notice, the term of this Lease shall be automatically extended for the Option Period covered by the option so exercised without execution of an extension or renewal lease. Failure to extend the Lease for any Option Period shall constitute waiver of any subsequent Option Periods.

**Section 6. Rent; Triple Net Lease; Construction Term Rent; Security Deposit**.

(A) Construction Term Rent. Construction Term Rent for the Leased Property shall accrue during the Construction Term, be deferred, and be added to the Total Development Costs upon the expiration of the Construction Term.

(B) Annual Fixed Rent. Tenant shall timely pay to Landlord, without abatement, adjustment or setoff except as otherwise expressly set forth herein, the Annual Fixed Rent payable in equal monthly installments on or before the first day of each calendar month, in advance during the Lease Year, commencing on the Initial Fixed Term Commencement Date and for the remainder of the Term, as renewed or extended. The Rent shall be prorated for any partial Lease Year. Within one hundred eighty (180) days from the beginning of the Initial Fixed Term, Landlord will deliver written notice to Tenant specifying the final Total Development Cost. Within thirty (30) days of delivery of the written notice specifying the final Total Development Cost, Tenant shall review and reasonably approve or object to any specific item included in the Total Development Cost. In the event that Tenant objects to the Total Development Cost, or any portion thereof, within thirty (30) days of delivery of the notice (“Objection”), Landlord shall provide commercially reasonable back up documentation for the Objection within ten (10) days of Tenant’s Objection. If Landlord fails to provide commercially reasonable back up documentation for the Objection within ten (10) days, the amount of the Objection will be replaced by a commercially reasonable amount, which will become (or used to calculate) the Total Development Cost. If Landlord provides commercially reasonable back up documentation for the Objection within ten (10) days, then the Objection shall immediately be deemed resolved, and the Total Development Cost shall be deemed approved. In the event that Tenant fails to approve or object to the Total Development Cost within thirty (30) days, the Total Development Cost shall be deemed approved by Tenant, and Landlord may provide Tenant written notice memorializing the Initial Fixed Term Commencement Date, the Total Development Costs, and the amount of Annual Fixed Rent.

(C) Payment of Rent. Except as otherwise expressly provided in this Lease, all Rent shall be due in monthly installments, payable in advance, on the first (1st) day of each calendar month during the term of the Lease. Rent shall be paid to Landlord at its address set forth in Section 32(A), or to such other person or at such other address as Landlord may from time to time designate in writing to Tenant. Rent shall be paid without notice, demand, abatement, deduction or offset in legal tender of the United States of America. If the Term commences or ends on a date other than the first or the last day of the calendar month, the Rent for the partial month shall be prorated on the basis of the number of days during such month for

which the term of this Lease was in effect. Notwithstanding the foregoing or anything herein to the contrary, Tenant agrees to commence Rent payments on the date that is the later of a) September 1, 20\_\_, or b) the date Tenant takes occupancy in Premises.

(D) ACH Recurring Payment Authorization. Tenant shall execute and deliver to Landlord, an ACH Agreement, in the form attached hereto on Exhibit E, authorizing Landlord to debit Tenant's account, when due each and every amount due to Landlord from Tenant.

(E) Security Deposit. Tenant shall be required to deposit with Landlord the Security Deposit on the Initial Fixed Term Commencement Date. The Security Deposit shall be used for the purpose of securing Landlord against a default of Tenant. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, Landlord may, upon providing reasonable Notice to Tenant, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord, including without limitation loss of future rents due under this Lease upon termination of this Lease due to an event of default by Tenant; (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damages, reasonable attorneys' fees or expenses sustained by Landlord due to Tenant's default. In such event, Tenant shall, within fifteen (15) business days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the Term leave the Leased Property in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord or which Landlord is otherwise entitled to retain, shall be returned to Tenant within thirty (30) days after the termination of this Lease and vacancy of the Leased Property by Tenant. Tenant hereby agrees to deposit the Security Deposit, as described, and not to withdraw, encumber, transfer, pledge or otherwise deplete the Security Deposit, for the Term of this Lease, except Tenant may draw upon or receive a credit equal to any amount of the Security Deposit remaining toward the purchase of the Leased Property, with Landlord's written authorization. Except in case of default, this security deposit will be refunded at the end of the lease period or applied towards the purchase price upon Tenant's purchase of the Leased Property.

(F) Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease", and Tenant shall pay to Landlord, net throughout the Term, the Rent, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever except as expressly set forth herein. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth. Without limiting the foregoing, Tenant shall pay to the parties respectively entitled thereto, all costs, expenses and charges of every kind and nature relating to the Leased Property which may arise or become due or payable prior to, during or after (but to the extent and only to the extent attributable to or arising during a period falling within) the Construction Term (which, during the Construction Term only, such costs are to be included in the calculation of Total Development Cost) and Term of this Lease. All of such charges, costs and expenses shall be deemed "**Additional Rent**" and will be due and payable when due, if no other time for payment is specified. The Parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

(G) Application of Payments. Landlord shall have the right to apply any payments received from Tenant in reduction of any amount due under this Lease, in such order as Landlord may elect in its discretion, and regardless of whether Tenant has designated how such payment is to be applied.

(H) Late Fees. Landlord may assess a late fee of five percent (5%) of the amount due for any payment due Landlord and not paid within five (5) business days of the date due, to compensate Landlord for the extra expense of handling late payments. Such late fee will be in addition to any and all interest and costs of collection of past due amounts.

(I) Reserves and Replacement. At the commencement of the fourth (4th) Lease Year, Tenant shall maintain and deposit monthly to a separate joint bank account, that requires the signature of both Landlord and Tenant for any withdrawal or transfer, an amount equal to 1.5% of its monthly base rental in a reserve and replacement account, as additional rent, to be spent solely for the upkeep of the property. The expenditure of these funds shall be mutually agreed to between Tenant and Landlord. In the event that both parties cannot come to a reasonable understanding of how these funds are to be spent, the final determination shall rest with Landlord.

(J) Tenant Liable. Tenant understands and agrees that it shall remain liable for rent for the Term, and any Option Period exercised and may not terminate the Lease under any circumstance, including the loss of charter, except as provided herein.

(K) Deposit Account Control Agreement. At any time following the commencement of the Initial Fixed Term, Landlord may require Tenant, at Landlord's sole and absolute discretion, to enter into a Deposit Account Control Agreement or similar instrument, under which an account will be established in the name of the Tenant (and together with any substitute, replacement or renumbering of the account to protect the interests of Landlord, the "Account"). The Tenant shall grant to Landlord a first-priority security interest in and lien upon certain property of the Tenant (the "Collateral") and all proceeds thereof (including without limitation, any and all cash balances from time to time credited to the Account and any and all proceeds thereof, whether now or hereafter existing or arising), and proceeds of the Collateral have been and hereafter may be deposited to the Account (collectively, the "Account Collateral"). In the event Landlord requires Tenant to enter into a Deposit Account Control Agreement, Tenant agrees to fully cooperate with said agreement and any and all requirements under the agreement.

(L) No Sale/Pledge of Revenues. Tenant acknowledges and agrees that all operating revenues derived by Tenant from enrollment of students in the School during the Term of the School Lease, including all revenues paid or derived from the State or other entity which provides funding for the operation of the School (collectively, "Enrollment Revenues"), are required to be applied to any and all Rents due by Tenant under this Lease and operating costs and expenses relating to the Leased Property. Tenant covenants and agrees it shall not sell, pledge, assign or grant a security interest in, the Enrollment Revenues unless such sale, pledge, assignment or grant is authorized by Landlord, in writing.

## **Section 7. Quiet Possession; Transfer of Title.**

(A) Landlord's Covenant. Landlord represents and warrants to Tenant that: provided that no Event of Default has occurred and is continuing, Tenant shall have and enjoy, during the Term hereof, the quiet and undisturbed possession of the Leased Property as in this Lease contemplated, free from interference by Landlord or any party claiming under Landlord.

(B) Leasehold Title Policy. Tenant, at Tenant's sole cost and expense, may obtain binding commitments for the issuance of leasehold owner's policies on the then-current policy form available in the state in which the Leased Property is located, in amounts so requested by Tenant, written by a title company selected by Landlord, committing to insure as of the date of the recording of a memorandum of this Lease the condition and state of the title to the leasehold estate created hereunder. Landlord shall cooperate with Tenant in executing and delivering to Tenant or the title company such reasonable affidavits, undertakings, or other instruments as may be necessary to cause this issuance of such leasehold owner's

policies. By executing this Lease, Tenant shall be deemed to have approved and accepted the status of title as reflected in such title commitments.

**Section 8. Use of Leased Property; Assignment and Subletting.**

(A) Permitted Use. Except with the prior written consent of the Landlord (which may be granted or withheld in its sole and absolute discretion) or as otherwise provided in this Lease, the Leased Property shall be used only for the operation of a Charter School (or other uses that, as with the advancement of technology, are customary for a public Charter School facility from time to time), which may include other uses incidental to the operation of a Charter School.

(B) Prohibition of Use. If at any time during the Term of this Lease, any Law shall prohibit the use of a School Facility for a School as set forth in Section 8(A) of this Lease (the “**Prohibition**”), then (a) promptly upon Tenant having a reasonable certainty of a Prohibition proposed by a Governmental Authority having appropriate jurisdiction, or (b) immediately upon Tenant’s receipt of any notice from any Governmental Authorities of any Prohibition, Tenant shall promptly notify Landlord of such fact, and Tenant shall have the right (but not the obligation) to proceed, in its or Landlord’s name, and at Tenant’s sole cost and expense, to take such action as Tenant shall determine to be necessary or desirable to contest or challenge the Prohibition. If a Prohibition should occur or be imposed, (1) nothing in this Section 8(C) shall be deemed to impair Tenant’s obligations under Section 12 at any time during which Tenant is not prohibited from using such School Facility for the purposes permitted in Section 8(A) by the Prohibition, and (2) this Lease shall be immediately terminated following the finalization of such Prohibition.

(C) Tenant Subletting and Assigning.

(i) For purposes of this Section 8(C), subleases shall be deemed to include any licenses, management contracts, other similar arrangements relating to the demise or use of all or any part of the Leased Property.

(ii) Except as provided herein, Tenant shall not assign this Lease or sublet any of the Leased Property in whole or in part, by operation of law or otherwise (including merger, consolidation of Tenant into or with any other entity, dissolution of Tenant, change in control, reorganization, sale of Tenant’s assets or transfer of membership interest resulting in a change of control of Tenant), without the consent of Landlord.

(iii) Tenant may sublet portions of the Leased Property as follows:

(a) Tenant may enter into short-term rentals of gymnasias, auditoriums, playing fields, classrooms and similar facilities if such sublease or rentals furthers the purposes described in Section 8(A);

(b) Tenant may rent or sublet property for Ancillary Uses, provided that such Ancillary Uses are covered under the policies of insurance required pursuant to Section 16 or the renter or sublessee carries reasonable policies of insurance.

(iv) In the event of an approved assignment or transfer by Tenant, Tenant shall remain liable and responsible under this Lease unless Tenant enters into a written agreement by which the assignee or transferee agrees to assume all of Tenant’s unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease.

(D) Landlord's Assignment.

(i) Anything in this Lease to the contrary notwithstanding, Landlord shall have the right, without Tenant's consent, to sell, transfer, or assign Landlord's leasehold interest in the Leased Property and/or this Lease at any time and in such event, Landlord shall be relieved of Landlord's obligations under this Lease to the extent such obligations arise after the date of such sale, transfer, or assignment, provided that such transferee, or assignee agrees to assume all of the unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease.

(ii) Landlord shall promptly notify Tenant in writing of any change in the Landlord's leasehold estate in and to the Leased Property, giving the name and address of the new owner and instructions regarding the payment of Rent. In the event of any change in or transfer of Landlord's leasehold estate in the Leased Property, whether voluntary or involuntary, or by act of Landlord or by operation of Laws, Tenant shall have the right to continue to pay Rent to the party to which Tenant was making such payments prior to such change in title until Tenant shall have been notified of such change in title and given satisfactory proof thereof (it being hereby agreed that a letter from the prior owner of the Leased Property notifying Tenant of such transfer and the name and address of the new owner shall be deemed satisfactory proof of such change in title).

**Section 9. Holding Over.** Any holding over with respect to the Leased Property after the last day of the Initial Fixed Term or any extension thereof, with permission of Landlord, shall be construed to be a monthly tenancy, on the terms herein set forth, terminable by either party on not less than one month's notice, with the exception that Annual Fixed Rent shall be increased to (i) one hundred twenty five percent (125%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term for the first ninety (90) days of holding over; and (ii) one hundred fifty percent (150%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term thereafter.

Any holding over with respect to the Leased Property after the last day of the Initial Fixed Term or any extension thereof, without the permission of Landlord, shall be construed to be a tenancy at sufferance, thereby entitling Landlord to immediately proceed with an eviction action without prior notice. Additionally, Landlord shall be entitled to two hundred percent (200%) of the Annual Fixed Rent in place for the year prior to the expiration of the then current term for the entire period during which Tenant refuses to surrender possession after expiration of the then current term.

**Section 10. School Personal Property.** The School Personal Property (but not the School Furnishings and Equipment) shall be subject to a Landlord lien, if allowable by law, but shall not become a part of the realty and may be removed from the Charter School Facility by Tenant at any time during the term hereof or upon the termination of the Term hereof, provided no Event of Default has occurred hereunder. To protect Landlord's security interest in the School Personal Property, Landlord may file, or cause to be filed, a UCC 1 Financing Statement encumbering any and all assets of Tenant, now owned or hereafter acquired, including but not limited to the School Personal Property. The School Furnishings and Equipment shall remain the sole and exclusive property of Landlord. Landlord hereby expressly does not waive any landlord's lien, contractual or statutory, to any of the School Personal Property located on or connected to the Charter School Facility or Leased Property. Tenant may not grant to its lender(s) a security interest or other lien in the School Personal Property (or enter into an equipment lease therefor) without Landlord's written authorization, which authorization may be conditioned or delayed.

**Section 11. Utilities.**

(A) Tenant shall pay all charges for gas, electricity, water, sewer service and other utilities used in the School Facility and the Leased Property during the Construction Term (provided that such costs shall be included in the Total Development Cost) and during the Term, all such utilities to be separately metered and to be obtained by Tenant from the applicable utility company; provided, however, Tenant also shall be solely responsible for the payment of any connection, tap, hookup or other fee(s) imposed by Governmental Authority or by any utility company to extend and/or connect utility service to the Leased Property (provided that such costs shall be included in the Total Development Cost with respect to costs arising during the Construction Term).

(B) Tenant shall, at Tenant's expense, furnish, install and maintain in good condition and repair, (i) to points in the School Facility, all storm and sanitary sewers, and all gas, water, telephone, electrical facilities and other utilities of such size and type as may be required to provide adequate service for the Leased Property, and (ii) to Tenant's Signs, electrical facilities of such size and type as may be required to adequately service Tenant's Signs. Notwithstanding the foregoing, the initial installation of all of such utilities and facilities shall be installed and paid in accordance with the Plans and Specifications and thereafter all other costs of maintenance, repair and replacement shall be at Tenant's sole cost and expense.

**Section 12. Governmental Compliance.**

(A) Tenant shall comply with all Laws and Legal Requirements which affect the Leased Property and the School Facility located thereon and the use and occupancy thereof, including, subject to the provision of paragraph (B) below, the ADA, and those relating to the operation of Tenant, including those that involve employee, worker or occupant health, safety and/or environmental concerns, including, without limitation, those concerning child-occupied facilities. If Tenant receives written notice of any violation of any Legal Requirements applicable to the Leased Property, Tenant shall give prompt notice thereto to Landlord.

(B) Landlord shall cause the Leased Property, at time of original occupancy by Tenant, to be in compliance with the ADA, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 *et seq.*, and any other similar federal, state, or local disability statutes, regulations, or other rules, and to the extent Landlord conducts any repairs or rehabilitation to the Leased Property (pursuant to Section 20(D) or otherwise), such repairs or rehabilitation shall be in such compliance. Tenant acknowledges and agrees that except as set forth in the preceding sentence, it is responsible for compliance with the ADA, and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances relating to removal of the barriers within the workplace; i.e., arrangement of interior furnishings and access within the each Leased Property and School Facility, and any improvements installed by Tenant. In the event that after the Initial Fixed Term Commencement Date, additional improvements are required on the Leased Property in order to comply with the requirements of the ADA, Tenant shall construct, maintain and repair such additional improvements at Tenant's sole cost and expense. If Landlord's consent would be required for alterations to bring the Leased Property into compliance, Landlord agrees not to unreasonably withhold its consent.

**Section 13. Environmental Agreements.**

(A) Parties; Environmental Knowledge. Each Party hereby acknowledges and agrees that it has received the Environmental Report and is fully aware of the contents of the Environmental Report and accepts that the Leased Property is subject to all matters and conditions disclosed in the Environmental Report. Landlord has provided to Tenant for Tenant's review all other environmental due diligence

exercised by Landlord prior to the purchase of the Leased Property. Further, Tenant agrees that it has reviewed the information and found the site to be acceptable. Tenant acknowledges that Landlord has not undertaken any investigation or inquiry with respect to environmental aspects of the Leased Property other than its review of the Environmental Report and the other such due diligence. Accordingly, Landlord and Tenant each agree to accept the Leased Property “as is,” without any agreements, representations, understandings or obligations on the part of Landlord or Tenant.

(B) Landlord’s Environmental Responsibilities during the Term of this Lease. During the Term of this Lease, Landlord shall not cause any Hazardous Substances to be used, stored, generated or disposed of (collectively “Used”) on, in or under the Leased Property by Landlord, except for those Hazardous Substances which may lawfully be used in the ordinary course of business in the operation of such properties or which may be reasonably required in the performance by Landlord of its obligations under this Lease, and then only to the extent no Laws in effect at such time are violated by Landlord.

(C) Tenant’s Environmental Responsibilities. During the Term of this Lease, Tenant shall not cause or permit any Hazardous Substances to be used on, in or under the Leased Property by Tenant, Tenant’s agents, employees or contractors, or anyone claiming by, through or under Tenant, except in the ordinary course of business in the operation of Tenant’s business as permitted by Section 8, or as reasonably required in performing the obligations of Tenant under this Lease, and then only to the extent no Laws in effect at such time are violated by Tenant.

(D) Environmental Indemnities. Tenant shall indemnify and save Landlord harmless from any and all claims of third parties, and damages, costs and losses owing to third parties or suffered by Landlord, including court costs, reasonable attorneys’ fees and consultants’ fees, arising either (1) during the Term or after the Term and directly caused by Tenant or during Tenant’s operations and (2) reasonably incurred or suffered by the Landlord as a result of any default or breach of any covenant made by Tenant under this Section. It is a condition of this indemnification and hold harmless that the Tenant shall receive notice of any such claim against the Landlord promptly after Landlord first has knowledge thereof, but no failure by the Landlord to promptly notify the Tenant of any such claim shall adversely affect the Landlord’s right to indemnification except (and only to the extent) that the Tenant can prove prejudice as a result of the failure to receive prompt notice. This indemnification and hold harmless includes any and all costs reasonably incurred by the Landlord after notice to Tenant for any cleanup, removal or restoration mandated by any public official acting lawfully under applicable Laws if Tenant shall not timely perform such work.

(E) Survival. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

**Section 14. Maintenance and Repairs.**

(A) Tenant shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Leased Property including without limitation, all costs and expenses required to be incurred in the event that any Governmental Authority imposes mandatory controls or guidelines on the School Facility, or any part thereof, relating to the use or conservation of energy, water, gas, oil and electricity or in the event that Landlord is required to make alterations to the School Facility as required to comply with such mandatory or voluntary obligations. Tenant shall at all times, at its own expense, and subject to reasonable wear and tear and damage by casualty or condemnation, which are addressed by Section 15, keep the Leased Property in first class condition and repair as a school. Starting on lease commencement the Tenant, at Tenant’s sole expense, agrees to execute and continue in perpetuity for the duration of the Lease a systems maintenance plan for and inclusive of all building systems. Additionally, Tenant agrees to provide and execute on a maintenance plan for other facility items, including but not limited to, wall and paint repair, flooring maintenance and repairs, ceiling repairs, exterior cleaning, etc.

With respect to the Leased Property, such maintenance shall include without limitation, all interior and exterior repairs (including all replacements of components, systems or parts which are a part of, or are incorporated into, the Leased Property or any part thereof), whether structural or nonstructural, foreseen or unforeseen, ordinary or extraordinary and all common area maintenance including, without limitation, removal of dirt, snow, ice, rubbish and other obstructions and maintenance of sidewalks and landscaping.

(B) Tenant, at Tenant's expense, shall inspect, service and maintain the Leased Property on a schedule reasonably determined and delivered to Tenant from Landlord, but in no event shall the inspection, service and maintenance be less than manufactures recommendations. Tenant shall keep a written record (including photographs of the Leased Premises showing the condition of the same) of its inspections service and maintenance performed on the Leased Property (including maintenance and service contracts, maintenance logs, etc.) and shall deliver the same to Landlord, within two (2) business days of Landlord's request.

**Section 15. Damage and Condemnation Clauses.**

(A) Damage.

(i) Duty to Rebuild. If the School Facility is damaged or destroyed by fire, casualty or other cause, either in whole or in part, and Tenant does not elect to terminate this Lease with respect to the School Facility pursuant to the provisions of clause (ii) below, Tenant shall, with due diligence remove any resulting debris and repair and/or rebuild the damaged or destroyed structures and other improvements to operational status, so that such structures and other improvements shall have a value, utility, condition, and character as nearly as reasonably practicable to the value, utility condition, and character of such structures and other improvements immediately prior to such fire or other casualty (assuming the School Facility to have been in the condition required by this Lease ). Subject to clause (ii) below, Landlord shall make all insurance proceeds available as a result of such fire or other casualty to Tenant for restoration. Tenant shall obtain Landlord's consent to any material deviation in the nature of the structures and other improvements being repaired or rebuilt which Tenant is required to make and obtain approval from Governmental Authorities having jurisdiction for such restoration. Until the date Tenant reopens the portions(s) of the School Facility so damaged or destroyed, the Rent and other charges hereby reserved, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall abate to the extent covered by the business interruption insurance carried by Tenant pursuant to Section 16(D) hereof.

(ii) Right to Terminate on Certain Damage. If the School Facility is damaged or destroyed by fire, casualty or any cause whatsoever and either (1) following the eighteenth (18th) Lease Year of the Initial Fixed Term, or during any applicable Option Period, such damage has rendered the Leased Property, in Tenant's good faith opinion, unsuitable for restoration for the continued uses as permitted hereunder (unless caused by the gross negligence or intentional act or omission of Tenant and if Tenant has complied with its insurance obligations under this Lease, including maintaining insurance against loss of rents by Landlord) or (2) the insurance proceeds are insufficient, in Tenant's good faith opinion, of restoring the Leased Property to the value, utility, condition, and character to the same value, utility condition, and character of such structures and other improvements immediately prior to such fire or other casualty, Tenant may terminate this Lease by notice to Landlord given within thirty (30) days after such damage or destruction. Upon the giving of such notice by Tenant to terminate this Lease with respect to the Leased Property and School Facility affected, this Lease shall automatically terminate and the Annual Fixed Rent and other charges hereunder shall be adjusted as of the date of such destruction.

(iii) Proceeds. If this Lease is terminated as provided in this Section 15(A) following damage to or destruction of the School Facility, or the Leased Property cannot be rebuilt by reason of any

Laws then in effect, the proceeds of all hazard insurance on the School Facility which is maintained by Tenant or Landlord pursuant to Section 16 shall belong to Landlord. For purposes of clarification, in no event shall Landlord be obligated to incur any cost or expense in connection with Tenant's restoration obligations under this Section 15, and Tenant shall be solely responsible for all costs of restoration and repairs to the Leased Property upon any damage or destruction thereof, whether or not covered by insurance proceeds.

(B) Condemnation.

(i) In General. If any material part of the Leased Property (meaning any part of the School Facility) shall be taken in any proceeding by any Governmental Authority by condemnation or otherwise, or be acquired for public or quasi-public purposes, or be conveyed under threat of such taking or acquiring (which Landlord shall not do without Tenant's prior written consent), or constitute a condemnation of the principal points of ingress or egress to the Leased Property (either permanently or for such temporary period in excess of one hundred eighty (180) days), and Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Leased Property, then a "**Material Condemnation**" shall have occurred and Tenant shall have the right to terminate this Lease with respect to the School Facility.

(ii) Restoration. In the event a material part of the Leased Property (meaning any part of the School Facility) is so taken and Tenant elects not to terminate this Lease with respect to the Leased Property and School Facility, then Tenant shall, to the extent of the condemnation award made available therefor, restore the School Facility to a complete unit as similar as reasonably possible in design, character and quality to the building which existed before such taking. In the event the School Facility is partially taken and this Lease is not terminated with respect to the Leased Property and School Facility, there shall be no reduction or adjustment in the Annual Fixed Rent and other charges thereafter payable hereunder. Any restoration work to be performed pursuant to this Section shall be completed in accordance with plans and specifications which shall have been approved by Landlord and Tenant, such approvals not to be unreasonably withheld, and all condemnation awards shall be applied to pay the costs and expenses of such restoration work to the extent required. All remaining proceeds shall be paid to Landlord.

(iii) Condemnation Proceeds. In any such proceeding whereby all or part of the Leased Property is taken, and Tenant elects to terminate this Lease in accordance with this Section 15(B), all such condemnation awards shall be the sole and exclusive property of the Landlord, but shall be made available to Tenant for any restoration required by Tenant hereunder in accordance with this Section 15(B). Notwithstanding the foregoing, Tenant shall have the right to make a separate claim for so-called bonus value, moving expenses, and other damages compensable under applicable Law, so long as such separate claim does not result in a diminution in Landlord's award.

(iv) Temporary Taking Awards. If by reason of a taking Tenant shall be temporarily deprived in whole or in part of the use of the School Facility or any part thereof for a period of one hundred eighty (180) days or less, the entire award made as compensation therefor shall belong to Tenant, and this Lease shall remain unaffected and there shall be no abatement of the Annual Fixed Rent payable hereunder.

(v) No Taking by Landlord Action. Landlord shall not initiate or take any action seeking a public or private taking of the School Facility or the Leased Property or any part of them.

**Section 16. Insurance, Indemnity, Waiver of Subrogation and Fire Protection Property Policy.**

(A) Insurance Requirements. Landlord may elect, at its absolute and sole discretion, to purchase the insurance coverages outlined in subsection (i)-(iv) below and include the same on a policy

obtained by Landlord. Should Landlord elect to purchase said coverages, the Annual Fixed Rent shall be increased to cover the cost of obtaining the insurance coverages herein outlined. Tenant shall be responsible to obtain and pay for any and all other insurance or other requirements hereunder.

(i) During Term hereof, Tenant shall at its expense except as provided below, keep the Leased Property insured in the name of Landlord (and, as applicable Tenant (as their interests may appear with each as named insured or loss payee as applicable to provide each with the best position) against damage or destruction by fire and the perils commonly covered under a special form policy in an aggregate amount equal to the full replacement cost of the Leased Property (without deduction for physical depreciation), and shall have deductibles no greater than \$10,000.00 (as adjusted pursuant to the last sentence of this Section 16(A) and with higher deductibles for wind and earthquake coverage (if required as provided below) as the applicable insurer may require), unless approved by Landlord, in writing.

(ii) Such policy also shall cover floods (subject to clause (iii) below) and similar hazards as may be customary for comparable properties in the area, and such other “additional coverage” insurance as Landlord or any holder of a Mortgage on the Leased Property may reasonably require, which at the time is available and commonly obtained in connection with properties similar in type of building size and use to the School Facility and located in the geographic area where the Leased Property is located, including without limitation terrorism coverage (but only if required by Landlord’s mortgagee and available on commercially reasonable terms) and, where customary, earthquake coverage. Tenant shall be required to obtain and maintain, during the Term of this Lease, flood insurance that meets the required national Flood Insurance Program (NFIP) maximum limits.

(iii) Tenant shall not be required to purchase any additional nonresidential flood insurance policy or excess flood insurance policy unless any portion of the Property is currently or at any time in the future is located in a “special flood hazard area” designated by the Federal Emergency Management Agency otherwise required by any applicable Laws. Landlord agrees to provide Tenant all documentation in its possession that would assist Tenant in securing such flood insurance.

(iv) Tenant shall be responsible for determining that the amount of property damage coverage insurance maintained complies with the requirements of this Lease. The proceeds of such insurance in case of loss or damage to the Leased Property shall be held in trust and applied on account of the obligation of Tenant to repair and/or rebuild the Leased Property pursuant to Section 15 to the extent that such proceeds are required for such purpose. The insurance required to be carried by Tenant under this Section 16(A) shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance shall be issued on ACORD 28 or equivalent) from Tenant’s insurer, authorized agent or broker. Upon request, Tenant shall name the holder of any Mortgage on the Leased Property pursuant to a standard mortgagee, or loss payee clause with respect to the foregoing property insurance, provided such holder agrees with Tenant in writing to disburse such insurance proceeds to Tenant for, and periodically during the course of, repair and restoration of the School Facility as set forth in this Lease. Any such insurance proceeds not required for the repair and restoration of the Leased Property, if any, shall be paid to Landlord. The deductible amount set forth above may be increased during each School Lease Year (including any Option Periods) during which the Annual Fixed Rent is increased by the same percentage as the Annual Fixed Rent is increased at such times pursuant to the definition of Annual Fixed Rent.

(B) DIC Policy. If required by Landlord’s lender, or the holder of a Mortgage, during the Term, Tenant shall, at its expense, keep the Leased Property insured in the name of Landlord and Tenant (as their interests may appear with each as named insured or loss payee as applicable to provide each with the best position) against all risks of direct physical loss or damage, except those risks excluded under the insurance required under Paragraph (A) of this Section, under a so-called difference in conditions policy (“**DIC Policy**”) in the amount of 100% of the replacement cost thereof. The proceeds of such insurance in

case of loss or damage shall be held in trust and applied on account of the obligation of Tenant to repair and/or rebuild the applicable Leased Property pursuant to Section 15 to the extent that such proceeds are required for such purpose. The insurance required to be carried by Tenant under this Section shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance to be issued on ACORD 25 or 28 from Tenant's insurer, authorized agent or broker). Upon request, Landlord may name the holder of any Mortgage on the Leased Property pursuant to a standard mortgagee clause, or loss payee as such holder shall elect with respect to the foregoing property insurance provided such holder agrees in writing to disburse such insurance proceeds to Tenant for, and periodically during the course of, repair and restoration of the Leased Property as set forth in this Lease. Any such insurance related proceeds not required for the repair and restoration of the School Facility shall belong to Landlord.

(C) Liability Insurance. Tenant agrees during the Construction Term (if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) Tenant will keep liability insurance reasonable to the access it will have. During the remainder of the Term, Tenant will maintain a commercial general liability policy (including personal injury and property damage) for the Leased Property with limits of not less than (i) \$2,500,000 each occurrence; (ii) \$5,000,000 general aggregate; and (iii) \$5,000,000 products/completed operations aggregate, which policy shall insure Tenant's indemnity obligations under Section 18(A)—Indemnification Generally by contractual endorsement thereunder. Tenant shall cause Landlord, and any lender of Landlord, to be named as an additional insured on a primary and non-contributory basis on all policies of liability insurance maintained by Tenant (including excess liability and umbrella policies) with respect to the Leased Property on a primary basis. Tenant shall be permitted to maintain commercially reasonable deductibles under any such insurance. If Landlord has other insurance applicable to the loss, it will be on an excess basis. The insurance required to be carried by Tenant under this Section shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance shall be issued on ACORD 25) from Tenant's insurer, authorized agent or broker. The amounts of insurance required under this Section may be satisfied by Tenant purchasing coverage for the limits herein specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits herein specified.

(D) Rental Loss/Business Interruption Insurance. During the Term hereof, Tenant shall, at its expense, keep and maintain for the benefit of Landlord, coverage for the loss of Rent payable hereunder for a period of up to the next succeeding fifteen (15) months.

(E) Workers' Compensation Insurance. Tenant shall maintain during the Term hereof (and during the Construction Term if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) with respect to its operations and all of its employees at the Leased Property, a policy or policies of workers' compensation insurance, in accordance with and in the amounts required by applicable Laws and when applicable to federal laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$100,000.00 per occurrence.

(F) Employee Dishonesty. Tenant shall maintain, with respect to the operations on the Leased Property, a policy for employee dishonesty with limits not less than \$250,000 per claim.

(G) Errors and Omissions. Tenant shall maintain, with respect to the operations on the Leased Premises, an errors and omissions policy or policies (including directors and officers) with combined single limits of not less than (i) \$3,000,000.00 per claim occurrence and (ii) \$3,000,000.00 general aggregate, and a school leaders policy with combined single limits of not less than (i) \$1,000,000.00 per claim occurrence and (ii) \$1,000,000.00 general aggregate.

(H) Crime. Tenant shall maintain, with respect to the operations on the Leased Property, a policy for crimes that may occur on or with respect to the Leased Property, or any operations thereon, in the amount per claim of \$250,000.00.

(I) Automobile. Tenant shall maintain during the Term hereof (and during the Construction Term if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) comprehensive automobile insurance covering all owned, non-owned and hired automobiles used in connection with the operation of the Leased Property (and each of them) and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence.

(J) Release: Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, it is agreed that each party (the “**Releasing Party**”) hereby releases the other (the “**Released Party**”) from any liability which the Released Party would, but for this Section, have had to the Releasing Party during the Construction Term and Term of this Lease resulting from any accident or occurrence or casualty which is covered by Tenant’s required insurance under this Lease (including DIC, Liability, Automobile and Workers Compensation), including which is or would be covered by a fire or “all risk” property insurance policy in use in the state in which the Leased Property is located, whether or not the Releasing Party is actually maintaining such an insurance policy, or which is covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence, which casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees; provided, however, the mutual releases hereinabove set forth shall become inoperative and null and void if the Releasing Party wishes to place such insurance with an insurance company which takes the position that the existence of such release vitiates or would substantially adversely affect any policy so insuring the Releasing Party and notice thereof is given to the Released Party. Notwithstanding any other term or provision to the contrary set forth herein, Tenant agrees and acknowledges that Landlord shall have no responsibility or liability for any loss, damage or injury to Tenant’s Property which is located in, on or about the Leased Property at any time and from time to time, regardless of the cause of such loss, damage or injury, and that all of Tenant’s Property is located in, on or about the Leased Property at Tenant’s sole risk. Tenant hereby releases Landlord from any and all claims with respect to loss, damage or injury to Tenant’s Property located in, on or about the Leased Property, regardless of the cause of such loss, damage or injury, except to the extent the same is caused by any willful or grossly negligent act or omission of Landlord, its agents, employees or contractors.

(K) General. All policies of insurance required pursuant to this Section shall be issued by companies approved by Landlord, and authorized to do business in the state where the Leased Property is located. Furthermore, Tenant shall deliver to Landlord a copy of all insurance contracts that are required and such insurance company shall have (i) an A.M. Best rating of not less than “A-VII”; (ii) shall include effective waivers by the insurer of all claims for insurance premiums against all loss payees, additional loss payee, additional insured or named insured; (iii) shall contain such provisions as Landlord deems reasonably necessary or desirable to protect its interest including any endorsements providing that neither Tenant, Landlord nor any other party shall be a co-insurer under said policies and that no modification, reduction, cancellation or termination in amount of, or material change (other than an increase) in, coverage of any of the policies required hereby shall be effective until at least thirty (30) days after receipt by each named insured, additional insured and loss payee of written notice thereof or ten (10) days after receipt of such notice with respect to nonpayment of premium; (iv) shall permit Landlord to pay the premiums and continue any insurance upon failure of Tenant to pay premiums when due; and (v) shall provide that the insurance shall not be impaired or invalidated by virtue of (A) any act, failure to act, negligence of, or violation of the declarations, warranties or conditions contained in such policy by Tenant, Landlord or any other named insured, additional insured or loss payee, except for the willful misconduct or gross negligence of Landlord knowingly in violation of the conditions of such policy or (B) the occupation, use, operation or maintenance of the Leased Property for purposes more hazardous than permitted by the terms of the

policy. Tenant shall not have any obligation to deposit or escrow any amounts with Landlord or any other person for the payment of any premiums or other costs of insurance required to be maintained by Tenant hereunder.

**Section 17. Indemnification Generally.**

(A) Tenant agrees to indemnify and hold harmless, Landlord, its trustee, directors, officers, agents and servants from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Landlord, as fee owner of the Leased Property, and/or Landlord, as a leasehold owner of the Leased Property, or consequential damages imposed upon or asserted against the Landlord by unaffiliated third parties, including, without limitation, any liabilities, costs and expenses, damages imposed upon or asserted against Landlord, on account of (i) imposed upon or asserted against Landlord as a result of any failure on the part of Tenant's to perform or comply with any of the terms of this Lease; (ii) any use, misuse, non-use, maintenance or repair by Tenant of the Leased Property, (iii) any impositions which are the obligation of Tenant to pay pursuant to the applicable provisions of this Lease, (iv) any liability Landlord may incur or suffer as a result of the ADA affecting the Leased Property, unless Landlord has violated Section 12(B), and (v) any accident, injury to or death of any person or damage to property on or about the Leased Property, except in each instance to the extent the same is caused by any willful or grossly negligent act or omission of Landlord, their agents, employees or contractors. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of any of the matters as to which Tenant indemnifies Landlord hereunder, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel selected by Tenant and reasonably acceptable to Landlord. Landlord agrees to indemnify and hold harmless, Tenant from and against all liabilities, costs and expenses (including reasonable attorney's fees) imposed upon or asserted against Tenant as a result of any failure on the part of a Landlord to perform or comply with any of the terms of this Lease.

(B) Landlord agrees to indemnify and hold harmless, Tenant, its trustee, directors, officers, agents and servants from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Tenant, as fee owner of the Leased Property, and/or Tenant, as a leasehold owner of the Leased Property, or consequential damages imposed upon or asserted against the Tenant by unaffiliated third parties, including, without limitation, any liabilities, costs and expenses damages imposed upon or asserted against Tenant, on account of (i) imposed upon or asserted against Tenant as a result of any failure on the part of Landlord's to perform or comply with any of the terms of this Lease; (ii) any use, misuse, non-use, maintenance or repair by Landlord of the Leased Property, (iii) any impositions which are the obligation of Landlord to pay pursuant to the applicable provisions of this Lease, (iv) any liability Tenant may incur or suffer as a result of the ADA affecting the Leased Property in violation of Section 12(B), and (v) any accident, injury to or death of any person or damage to property on or about the Leased Property, except in each instance to the extent the same is caused by any willful or grossly negligent act or omission of Tenant, their agents, employees or contractors. If at any time any claims, costs, demands, losses or liabilities are asserted against Tenant by reason of any of the matters as to which Landlord indemnifies Tenant hereunder, Landlord will, upon notice from Tenant, defend any such claims, costs, demands, losses or liabilities at Landlord's sole cost and expense by counsel selected by Landlord and reasonably acceptable to Tenant. Tenant agrees to indemnify and hold harmless, Landlord from and against all liabilities, costs and expenses (including reasonable attorney's fees) imposed upon or asserted against Landlord as a result of any failure on the part of a Tenant to perform or comply with any of the terms of this Lease.

**Section 18. Tenant to Pay Taxes.** During the Construction Term (subject to inclusion thereof in the Total Development Cost) and Term of this Lease, Tenant shall pay the Taxes Applicable to the Leased Property directly to the appropriate taxing authorities prior to their delinquency. Landlord will cooperate

with Tenant, at Tenant's sole cost and expense, in submitting any applications or other forms to the applicable taxing authority such that the Leased Property may receive a reduction or exemption in Taxes Applicable to the Leased Property due to the use of the Leased Property as a Charter School. Tenant shall have the right (but shall not be obligated) to contest the Taxes Applicable to the Leased Property or the validity thereof by appropriate legal proceedings or in such other manner as it shall deem suitable, and Landlord shall join in such contest, protest or proceeding, but at Tenant's sole cost and expense. Landlord shall not, during the pendency of such legal or other proceeding or contest, pay or discharge any Taxes on the Leased Property, or tax lien or tax title pertaining thereto, provided Landlord may do so in order to stay a sale of the Leased Property through foreclosure of a tax lien thereon or to clear the title to the Leased Property. Any refund obtained by Tenant shall be paid first to Tenant to the extent of its costs and expenses of such contest and on account of any portion of the Taxes so refunded which was previously paid by Tenant.

**Section 19. Alterations and Tenant's Liens; Tenant Signs.**

(A) Minor Alterations. So long as no Event of Default shall have occurred and be continuing, Tenant may, at its expense, make any additions, modifications or alterations to the Leased Property with prior written consent of Landlord, however, consent shall not be required if the cost of such additions, modifications or alterations is less than \$100,000; provided that (i) upon completion of such additions or alterations, neither the fair market value of the Leased Property shall be materially lessened thereby nor the utility or condition of the Leased Property materially impaired, below the value, utility or condition thereof immediately prior to such action, (ii) such additions or alterations do not materially, adversely affect the Use of the Leased Property as set forth in Section 8 or any other provision herein, (iii) such work shall be completed in a good and workmanlike manner and in compliance with all applicable Laws and insurance requirements, and (iv) such additions or alterations are nonstructural in nature. Title to all additions, modifications or alterations to any of the Leased Property shall be and remain part of the Leased Property and subject to this Lease.

(B) Title to Tenant's Alterations. Subject to the provisions of Section 10 and other than Tenant's Property, any alterations, changes, improvements and additions made by Tenant shall immediately become the property of Landlord and shall be considered a part of the Charter School Facility.

(C) No Tenant Liens. Tenant shall not permit any mechanic's, materialman's or other similar lien to be foreclosed against the Leased Property by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Leased Property under Tenant. If any such lien shall at any time be filed, Tenant may contest the same in good faith but Tenant shall, prior to foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Leased Property to any lien or liability under the lien laws of the state in which the Leased Property is located. Notwithstanding the foregoing, if any mechanics', materialmen's or other similar lien is filed against the Leased Property, and the amount of such lien claim exceeds \$50,000, then Tenant shall, within thirty (30) days after the filing thereof, remove, or bond over, or provide such other security satisfactory to Landlord, protecting Landlord from loss or liability by reason of such lien. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of any such mechanics', materialmen's or other similar lien.

(D) Landlord Elective Improvements. During the Term, Landlord shall not be required to build or rebuild any improvements to the Leased Property or the School Facility, or to make any repairs, replacements, alterations, restorations or renewals thereto. In the event that Landlord should, in its sole

discretion elect to make capital improvements to the Leased Property, it may only do so with Tenant's consent, which may be given or withheld in Tenant's sole discretion without any adjustment in Rent.

(E) Tenant's Signs. During the Term, Tenant may install, Permitted Signs. Except for Permitted Signs, Tenant agrees not to install any signs or other advertising devices on the Leased Property or the exterior of the School Facility without Landlord's prior written consent. Once Landlord consents to the use of any specific type of sign for a particular purpose, Tenant shall be entitled to use such signs for future uses.

(F) All Permitted Signs shall comply with all applicable Laws, any applicable REA, and insurance requirements. Tenant will not paint, cut, disfigure or otherwise alter the brickwork, facades or other exterior portions of the Building, nor the roof, windows, doors or other elements of the School Facility, nor install any awnings or marquees, without Landlord's prior written consent. All costs of installing, maintaining, repairing and removing the Permitted Signs shall be paid by Tenant. Tenant shall keep all Permitted Signs in good condition, appearance and repair at all times, and will remove all such signs and repair all damage to the Building caused thereby prior to expiration or termination of this Lease.

**Section 20. Restrictive Agreements; Grants of Easements.** To the extent there are any Restrictive Agreements or grants of easements related to the Leased Property, Landlord and Tenant hereby agree as follows:

(A) Tenant's Consent. If any REA or grant of easement causes or could reasonably be interpreted to require the payment of costs in excess of \$25,000 a year, Landlord shall not enter into such REA or easement agreement without Tenant's prior written consent. Without limiting the generality of the foregoing, Tenant agrees to pay any assessments, costs, common area maintenance and operating charges, lighting charges, all common area cost contributions, and any and all other amounts that Landlord would otherwise be obligated to pay under any REA.

(B) Landlord's Amendments. Landlord shall not approve or agree to any amendment of any REA which materially adversely affects the rights granted to Tenant hereunder without Tenant's prior consent.

(C) Landlord's Grant of Easements. Landlord shall not unreasonably withhold, condition, or delay the grant of utility, access and similar easements which are requested by Tenant, to the extent necessary for the use and operation of the Leased Property for the uses permitted hereunder so long as such easements and agreements do not materially reduce the value of the Leased Property. Landlord will use commercially reasonable efforts to cause any lender to subordinate their respective lien of its mortgage or deed of trust to any such utility, access and similar easements.

(D) Tenant's Compliance. Tenant agrees during the Term of this Lease to comply with and promptly perform each and all of the terms and provisions of any REA, if any, insofar as they relate to the Charter School Facility and the Leased Property.

**Section 21. Charter.** Throughout the Term of this Lease, Tenant agrees to take all action reasonably capable of being taken so that the Charter required for the operation of the Charter School Facility on the Leased Property remains in full force and effect, and upon the expiration thereof, such Charter is continually renewed. Tenant covenants and agrees to the extent allowed by applicable Laws to provide Landlord with all information reasonably provided to the Authorizer, without request by Landlord for the same. Tenant hereby authorizes Landlord, after written notice to Tenant, to make such inquiries of The Authorizer or the Governmental Authorities and others as Landlord shall reasonably deem necessary or desirable with respect to the status of the Charter or School.

**Section 22. Tenant's Operating Covenants; Tenant's Right to Control Operations.**

(A) Tenant will, subject to the remainder of this Section, the provisions of Section 8, and the other applicable provisions in the Lease, operate a school in the Charter School Facility (such covenant being herein called "Tenant's Operating Covenant"). Temporary cessations due to Force Majeure, school breaks and holidays, or other reasons beyond the reasonable control of Tenant will not be deemed to be a violation of Tenant's Operating Covenant.

(B) Tenant shall not perform any act or enter into any agreement that shall cause the revocation, or any adverse modification of its respective status as organizations described in Section 501(c)(3) of the Code or carry on or permit to be carried on any trade or business the conduct of which is not substantially related to the exercise or performance by Tenant, as applicable, of the purposes or function constituting the basis for its exemption under Section 501(c)(3) of the Code if the carrying on of such trade or business is of such extent that it would result in the loss of the exemption status under Section 501(c)(3) of the Code of Landlord (in the instance where Landlord is an exempt organization under Section 501(c)(3) of the Code and Landlord has delivered to Tenant written notice of such exemption) or Tenant.

(C) Nothing contained in this Lease or in rules or regulations (if any) promulgated by Landlord shall be deemed in any way to (i) regulate the manner of operation by Tenant of its charter school business in the Charter School Facility and/or the hours and/or days of such operation, or (ii) require Tenant to operate at times or hours different than the majority of other schools in the community.

**Section 23. Tenant's Reporting; Filing Requirements; Financial Information; Performance.**

(A) Enrollment. Tenant covenants and agrees to provide the expected enrollment and actual enrollment as calculated by including each student considered as participating in the School as a result of the most recent count required by the governmental agency responsible for granting Tenant its charter or other such agency as designated by the laws of the State to collect and verify enrollment data from public Charter Schools. Tenant shall provide to Landlord copies of any and all enrollment reports published by the State or Authorizer. Tenant shall also provide to Landlord an annual report documenting (i) the previous school year's progress in meeting the performance-based goals identified in Tenant's Charter application; (ii) all State-mandated test scores and other accountability indicators, including proficiency rates and Annual Yearly Progress (AYP) results as required under the federal Every Student Succeeds Act of 2015 (for so long as such statute applies to Tenant) and (iii) Updated enrollment figures and two (2) year enrollment projection report. Any allotment memorandum or similar report that Tenant may receive from the State that sets forth monies received by Tenant for a particular month or quarter shall be submitted to Landlord within seven (7) days of receipt. In the event that an allotment memorandum or similar report is unavailable, Tenant shall notify Landlord in writing.

(B) Testing. Within thirty (30) days following its release by the State, Tenant shall provide to Landlord a copy of the results of standardized student performance testing required by the relevant State or Authorizer.

(C) Good Standing. On the first day of each Lease Year, Tenant shall provide to Landlord documentation from the government agency responsible for granting Tenant its charter that Tenant is in good standing under its charter, provided that the government agency responsible for granting Tenant its charter customarily provides said documentation to charter schools. If such documentation is not provided, Tenant shall provide any other evidence it receives from the Authorizer that its Charter is in full force and effect. Tenant shall also provide to Landlord all documentation related to any compliance review completed by the Authorizer.

(D) Other. Tenant shall also provide such other documents, information, and instruments as Landlord may reasonably require within seventy-two (72) hours after request thereof by Landlord. Without limiting the generality of the foregoing, Landlord may send a writing setting forth certain reasonable academic metrics and a reasonable timeframe of response and so long as such request does not unduly interfere with Tenant's operation of its business, Tenant shall use best efforts to comply.

(E) Quarterly Reports. Tenant shall submit to Landlord within thirty-five 35 days of the following quarterly dates: December 31, March 31, June 30, and September, 30, the following information:

- (i) Unaudited financial statements (including balance sheets, cash flow statements and income statements;
- (ii) Year to date actual v. board approved budget;
- (iii) Enrollment statistics for the fiscal quarter;
- (iv) Number of full-time employees;
- (v) Electronic copy of meeting minutes of the governing board and any key personnel or organizational changes;
- (vi) Changes in the School's competitive landscape, expansion plans or State payments received by the School; and
- (vii) Any existing or pending litigation or noncompliance with the School's charter.

(F) Annual Reports. Tenant hereby covenants and agrees to deliver to Landlord the following:

- (i) within thirty (30) days following its annual issuance, a copy of its annual audited financial statements conducted in accordance with GAAP and a copy of the annual report provided to the Authorizer;
- (ii) on or before August 1 of each year of the Term, an annual operating budget prepared by Tenant, together with evidence that such information has been provided to the Authorizer and approved by Tenant's governing board of directors;
- (iii) and a copy of any other financial statements, income expense statements and reports of Tenant and such other additional information, reports and statements respecting the operations and financial condition of Tenant as Landlord may reasonably request from time to time.
- (iv) Notwithstanding anything herein, Tenant agrees to provide all reporting requirements outlined on Exhibit F.
- (v) Landlord's Right to Audit. Subject to applicable Laws, including (but not limited to) any Laws concerning privacy, Landlord, and its duly authorized representatives, shall have the right, upon reasonable advance notice to Tenant, to audit, examine and make excerpts or transcripts of or from records of Tenant, and to make audits of all books and records of income and expenses and other financial information relating to Tenant to verify the net income of Tenant, as determined in accordance with generally accepted accounting principles consistently applied.

(G) Tenant's Compliance May Be Electronic. Tenant may affirmatively comply with any reporting request by sending electronic records or, if Tenant posts such material on its website, by sending a written notice to Landlord containing the URL where such record is posted.

(H) Tenant Records. Tenant shall keep full, complete and proper books, records and accounts of Tenant's business conducted in, upon or from the Leased Property. Landlord, and its agents and employees, shall have the right at any and all times, during Tenant's regular business hours following at least three (3) days prior written notice, to examine and inspect all of the books and records of the Tenant pertaining to the business of the Tenant conducted in, upon or from the Leased Property, for the purpose of investigating and verifying the accuracy of any financial statements and other submittals made by Tenant under this Section.

(I) No Requirement to Provide Information if Violation. Landlord agrees that Tenant shall not be required to share or provide information in violation of any applicable Laws, including but not limited to student records or identifying information, or staff or faculty personnel records or identifying information. Further, Tenant shall not be required to provide attorney-client privileged legal information.

(J) Performance. In the event Tenant does not meet or exceed any of these standards, Landlord shall have the right to require Tenant to create a compliance plan wherein Landlord and Tenant will create benchmarks to assist Tenant in meeting or exceeding these standards.

(K) Reporting Through Epicenter. Tenant shall make all required and requested reporting to Landlord directly and shall utilize the Epicenter reporting mechanism, as maintained and updated by the National Charter Schools Institute ("Institute") (or other reporting mechanism required by Landlord, in Landlord's sole discretion). Tenant hereby irrevocably grants Landlord free and complete access to the data collected by the Institute in relation to the Tenant. Tenant agrees to comply with all requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) prior to providing the Institute with any student education records.

(L) Performance Agreement/Default. Tenant hereby covenants with Landlord that it shall: (1) exceed all academic performance standards as required by the Authorizer in its Charter; (2) meet or exceed the enrollment projections in the financial pro forma that have been mutually agreed upon, which are 300 for Lease Year one, 400 for Lease Year two, 500 for Lease Year three, 600 for Lease Year four, and 700 for Lease Year five and every Lease Year thereafter, and is attached as Exhibit G; (3) propose a mutually agreeable marketing plan to ACD, which must be followed by Charter School; (4) provide a projected yearly financial budget to ACD (and a monthly financial budget showing actual income and expenses verses projected), for ACD's reasonable approval, which will demonstrate Charter School's ability to meet its current and future obligations and financial covenants, as well as demonstrate its adherence to Exhibit G; and (5) make all required and requested reporting requirements, as applicable, to the Authorizer and to ACD as set forth herein. In addition to the requirements of Tenant herein, failure of Tenant to comply with the items (1)-(5) under this section L shall immediately result in an Extraordinary Event of Default, as defined in Section 27, and Tenant hereby waives any Notice of Extraordinary Event of Default by Landlord.

(M) Reserve. Tenant shall deposit the Security Deposit as set forth in this lease. If Tenant fails to meet the performance requirements in Section 23, Landlord reserves the right to utilize the Security Deposit for the hiring of enrollment and/or academic consultants, at the direction of the Landlord to assist in remedying the performance. If the Security Deposit, in full or in part, is used for this expense, Tenant shall replenish the Security Deposit as set forth in Section 6

**Section 24. Estoppel Certificate; Attornment and Priority of Lease; Subordination.**

(A) Estoppel Certificate. Tenant agrees, within seven (7) days after written request by Landlord to execute, acknowledge and deliver to and in favor of Landlord or the proposed holder of any Mortgage or purchaser of the Leased Properties, an estoppel certificate in such form as Landlord or such holder may reasonably require, but stating no less than: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which rent and any other charges have been paid; and (iv) whether such party knows of any default on the part of the other party or has any claim against the other party and, if so, specifying the nature of such default or claim. In the event that Tenant fails to execute, acknowledge and deliver to Landlord, or object to the same, within the seven (7) days referenced above, Tenant shall be deemed to have executed, acknowledged and delivered the same to Landlord. Notwithstanding the foregoing, the parties agree that it shall not be reasonable for Landlord or the holder to require an estoppel certificate that modifies the terms of this Lease.

(B) Attornment by Tenant. Subject to Tenant's rights of non-disturbance as herein provided, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under, any Mortgage prior in lien to this Lease made by Landlord, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under the Lease, provided such purchaser assumes Landlord's obligations under this Lease, in a written agreement in recordable form and with substance reasonably acceptable to Tenant, containing a covenant binding upon such purchaser to the effect that as long as Tenant shall not be in default under this Lease, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Tenant hereunder or its occupancy of the Leased Property be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, and that, except to the extent that the holder of such Mortgage is required to do so to effectively foreclose such Mortgage, Tenant shall not be named as a defendant in any such foreclosure action or other proceeding.

(C) Subordination/Non-Disturbance. Within Seven (7) calendar days of the request of the holder of any Mortgage or Landlord, Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute, acknowledge and deliver an instrument effecting such subordination; provided, however, Tenant's obligation to (a) subordinate its rights under this Lease to the lien of any holder of a Mortgage and (b) execute and deliver such instrument shall be conditioned upon Landlord obtaining and delivering to Tenant, in recordable form, from the holder of any Mortgage to which this Lease is to become subordinate a subordination non-disturbance agreement (each, a "SNDA") reasonably acceptable to Tenant and its counsel containing a covenant binding upon the holder thereof to the effect that as long as no Event of Default shall have occurred and be continuing, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Tenant hereunder or its occupancy of the Leased Property be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, and that, except to the extent that the holder of such Mortgage is required to do so to effectively foreclose such Mortgage, Tenant shall not be named as a defendant in any such foreclosure action or other proceeding. Landlord shall obtain and deliver to Tenant, in recordable form, from the holder of any Mortgage to which this Lease is subordinate as of the Effective Date an SNDA. Tenant's failure to deliver the SNDA, in the time frame outlined herein, shall be deemed acceptance of the terms of the SNDA, as drafted.

(D) Other Instruments. Landlord and Tenant, upon request of any party in interest shall execute promptly such commercially reasonable instruments or certificates to carry out the provisions of this Section; *provided, however*, neither party shall be required to execute any such instruments or certificates

that would in any way modify the terms and provisions of this Lease and the costs of entering into such instruments or certificates shall be borne by the party making such request.

**Section 25. Certain Representations, Warranties and Agreements of Landlord.** Landlord represents and warrants to Tenant as follows:

(i) The foundation, flooring and structural components of the Premises shall be sufficient to support loads common to Tenant's business.

(ii) The HVAC system, electrical system, plumbing system, fire prevention system, roofs, foundations and all structural components of the Building shall be in good working order and condition, and fit for their intended purposes, when Tenant assumes occupancy at completion of the construction; and further, Landlord shall be responsible for correction of any construction defects and other responsibilities as detailed herein.

The above representations and warranties are personal to Landlord only, and shall not be binding upon any successor or assign to Landlord, and shall survive for a period of one (1) year after the Effective Date of this Lease.

**Section 26. Tenant's Representations and Warranties.** The covenants and representations set forth in this Section shall be binding upon Tenant and Tenant agrees to fully comply with said covenants and representations unless Landlord waives compliance in writing.

(A) Organization and Authority. Tenant is a non-profit corporation, duly organized and validly existing in good standing under the laws of the state of its organization identified in the first paragraph of this Lease; Tenant is duly qualified to do business and is in good standing in the state where the Leased Property is located or is qualified to do business as a foreign limited liability company or corporation in said state; Tenant has obtained all licenses and permits and has filed all registrations necessary for the lawful operation of its business; and Tenant has the power and authority to own its properties and carry on its business as now being conducted.

(B) Due Authorization. Tenant is duly authorized to execute, deliver, and perform its obligations under this Lease; this Lease has been properly authorized by all requisite corporate action, and its shareholders; this Lease has been duly executed and delivered on behalf of Tenant; this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(C) Separate Operations. Tenant will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and Tenant will file its own tax returns, *provided, however*, that Tenant's assets may be included in a consolidated financial statement with its affiliates provided that the appropriate notations shall be made on such consolidated financial statement to indicate the separateness of Tenant and such affiliates and to indicate that none of such assets and credit of such affiliates are available to satisfy the debts and other obligations of Tenant. Tenant will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Tenant, any constituent party of Tenant, and any affiliate of any constituent party of Tenant) and shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

(D) Consents; Permits; Licenses. All (i) material federal, state and local governmental authorizations, approvals, consents, permits, licenses and charters required by all applicable Governmental

Authorities have been obtained (or will be obtained, except for the Charter, which has been issued and is in full force and effect, promptly as necessary upon completion of the Improvements); (ii) all Legal Requirements including the Charter, for the operation of the School as a Charter School at the Leased Property are in full force and effect (or will be obtained promptly as required upon completion of the Improvements); (iii) the Charter is not the subject of any proceeding, action or inquiry seeking its revocation; (iv) no suspension notice has been given with respect to the Charter; and (v) no notice of non-renewal has been given by the sponsor of the School.

(E) Legal Restraint. Neither this Lease nor the performance by Tenant of the Tenant's obligations hereunder violates (i) to the best knowledge of Tenant, any Laws customarily applicable to a charter school (other than provisions allowing Landlord to exercise control over or otherwise take action for Tenant), (ii) the articles of organization, partnership agreement or operating agreement of Tenant, or (iii) any agreement, indenture or undertaking to which Tenant is a party or by which Tenant or any of its respective properties are bound or affected, or constitutes a default thereunder or results in the creation or imposition of any lien. To the knowledge of Tenant, Tenant is in compliance in all material respects with all Legal Requirements.

(F) Tax Liabilities; Governmental Charges. Tenant has filed or caused to be filed all required tax reports and returns required to be filed by it by Governmental Authorities, except where extensions have been properly obtained, and have paid or made adequate provision for payment of all taxes (including, but not limited to, rent taxes, if applicable), assessments, fees and charges levied upon it or upon its income or properties by any Governmental Authority which are due and payable, including interest and penalties, except such taxes, assessments, fees and other governmental charges, if any, as are being diligently contested in good faith by appropriate proceedings. No tax liens have been filed and, to the knowledge of Tenant, no material claims are being asserted with respect to any such taxes, assessments, fees or other governmental charges.

(G) No Default. To its knowledge, Tenant is not in default in any respect in the payment or performance of any obligations for any material indebtedness or any other monies borrowed or under any mortgage, deed of trust, indenture, lease, contract or other agreement or undertaking to which Tenant is a party or to which Tenant may be bound or affected and no default or event of default has occurred and is continuing. Tenant is not in default under any order, award or decree of any arbitrator or Governmental Authority binding upon or affecting Tenant or by which Tenant's property may be bound or affected, and no such order, award or decree would adversely affect the ability of Tenant to carry on its business as now conducted or to perform Tenants' obligations under this Lease.

(H) Litigation. There is no pending or, to the knowledge of Tenant, threatened action, suit, investigation or proceeding affecting Tenant before any court, arbitrator, or Governmental Authority which, if adversely determined, could have a Material Adverse Effect. Tenant is in compliance with any applicable statute, rule, order, decree or regulation of any arbitrator or Governmental Authority having jurisdiction over Tenant.

(I) Background Checks. Tenant agrees to provide background checks for all key personnel.

(J) Payment. Tenant agrees to make payment of any and all amounts due under the Lease by Tenant hereunder according to the terms hereof.

(K) Notice to Landlord. Promptly give written notice to Landlord of any of the following:

(i) Any substantial dispute which may exist between Tenant and any Governmental Authority or the Authorizer that has resulted or might result in a Material Adverse Change in Tenant's financial condition or operations;

(ii) An Event of Default or any event which, upon a lapse of time or notice or both, would become an Event of Default;

(iii) Any other matter that has resulted or might result in a Material Adverse Change in Tenant's financial condition or operations; and

(iv) Any event that should reasonably be understood by Tenant will have a Material Adverse on the value of the Property, the ability of Tenant or Landlord to dispose of any of the Property, or the rights and remedies of Landlord in relation thereto, including, but not limited to, the levy of any legal process against any Property and the adoption of any marketing order, arrangement or procedure affecting the Property, whether governmental or otherwise.

(L) Additional Obligations. Perform, on request of Landlord, such acts or execute and deliver such documents as may be necessary or advisable to perfect any liens or security interests provided for herein or otherwise to carry out the intent of this Agreement.

(M) Insurance. Maintain and keep in force in adequate amounts of such insurance, including property and liability insurance and fire and hazard insurance policies on Tenant's inventory as is usual in the business carried on by Tenant, all of which will be evidenced by certificates of insurance delivered to Landlord by Tenant on the Effective Date or such other date as Landlord may choose in its sole discretion.

(N) Information. Tenant agrees that to its best knowledge, all Financial Statements furnished to Landlord by Tenant will be true, complete and correct, and fairly reflect the financial condition and results of the operations of Tenant, as of the dates and for the periods stated therein and Tenant shall use best efforts to ensure that all information, upon submission by Tenant to Landlord to be true and correct in all material respects and complete to the extent necessary to give Landlord a true and accurate knowledge of the subject matter thereof.

(O) Change in Location or Name. Tenant agrees that it shall:

(i) Make no change to the governing board without written notice to Landlord;

(ii) Not change its name without written notice to Landlord; and

(iii) Not change its mailing address without notification to Landlord.

(P) Other Indebtedness. Not create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any indebtedness, except for (a) the obligations of Tenant to Landlord hereunder, and (b) any indebtedness approved by Landlord, in writing, which approval shall be made at the sole discretion of Landlord.

(Q) Liens/Sale of certain assets. Not create, incur, assume, or suffer to exist, directly or indirectly, any lien or encumbrance on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for liens or encumbrances in favor of Landlord, except for (a) the obligations of Tenant to Landlord hereunder, and (b) any indebtedness approved by Landlord, in writing, which approval shall be made at the sole discretion of Landlord. In addition,

Tenant shall not factor, sell, assign or dispose of any accounts receivable without the prior written approval of Landlord, which approval shall be made at the sole discretion of Landlord.

(R) Liquidity Covenant. Tenant shall maintain Days Cash on Hand as follows:

- and
- (i) On the last day of the first Lease Year, an amount equal to at least thirty (30) days;
  - (ii) On the last day of the second Lease Year, an amount equal to at least forty-five (45) days; and
  - (iii) On the last day of the third Lease Year and the last day of each and every Lease Year thereafter, an amount equal to at least sixty (60) days.

(a) Tenant shall deliver to the Landlord a certificate executed by the Chief Executive Officer or Chief Financial Officer of Tenant no later than forty-five (45) days after the end of each Lease Year, commencing for the Lease Year ended as described in paragraph (i) above, setting forth the Days Cash on Hand as of that Lease Year.

(S) Coverage Ratio. Tenant shall maintain a Coverage Ratio as follows:

- (i) For the first Lease Year, a Coverage Ratio equal to at least 1.2:1; and
- (ii) For the second Lease Year, a Coverage Ratio equal to at least 1.25:1; and
- (iii) For the third Lease Year, a Coverage Ratio equal to at least 1.30:1.

(a) Tenant deliver to the Landlord a certificate executed by the Chief Executive Officer or Chief Financial Officer of Tenant no later than forty-five (45) days after the end of each Lease Year, commencing for the Lease Year ended as described in paragraph (i) above, setting forth the Coverage Ratio as of that Lease Year.

(T) In order to induce the Landlord to enter into the Lease, the Tenant represents to the Landlord, that:

(i) Tenant shall provide such information, consent and access to its properties and appropriate records and other cooperation, as may be reasonably requested in connection with obtaining, modifying, refinancing or other financing of Landlord (including the reporting requirements related thereto) including but not limited to bond, which shall include, without limitation the consent of Tenant to the preparation and use of a limited offering memorandum, or any other financial document (collectively, the “**Limited Offering Memorandum**”) regarding Tenant, if requested by Landlord;

(ii) Tenant will use best efforts not to carry on or permit to be carried on at the Property or any portion thereof, or permit the Property or any portion thereof to be used in or for, any trade or business if Tenant is advised that such activity could be reasonable foreseen to have a Material Adverse Effect on Landlord’s financing;

(iii) Tenant has not been in default as to principal and interest with respect to any obligation issued by or guaranteed by the Tenant or with respect to which the Tenant is an obligor.

(iv) In the event Landlord enters into any bond financing,

(a) Tenant will enter into the Continuing Disclosure Agreement, in a form reasonably acceptable to Landlord and Tenant, constituting an undertaking to provide ongoing disclosure about the Tenant, for the benefit of the Landlord or any lender of Landlord and

(b) In the event a Limited Offering Memorandum, or other instrument, is prepared in conjunction with the Landlord's financing, the Tenant shall provide such information, access to appropriate records and other cooperation, as may be reasonably requested in connection with the preparation, amendment and supplementation of the Limited Offering Memorandum until 120 days after the issuance of such bonds as, in the opinion of bond counsel, may be required in connection with the offering of the bonds and the preparation of the Limited Offering Memorandum.

**Section 27. Defaults and Remedies.**

(A) Tenant's Defaults.

(i) Event of Default. The following, after all applicable notice and cure periods, shall constitute an event of default (an "**Event of Default**") under this Lease:

(a) If Tenant neglects or fails to pay any Annual Fixed Rent hereunder within ten (10) days after notice of default;

(b) If Tenant neglects or fails to pay any Additional Rent or other charge hereunder within ten (10) days after notice of default;

(c) If Tenant fails to occupy the Leased Property upon completion of the Leased Property, even in the event that the Leased Property is not completed on the agreed upon completion date, so long as Landlord has made commercially reasonable efforts to meet the scheduled completion date;

(d) If Tenant neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, within thirty (30) days after notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Tenant shall fail to proceed diligently to cure such default after such notice);

(e) Any representation or warranty made by Tenant herein or in any certificate, financial statement or document furnished pursuant to the provision hereof shall prove to have been false or misleading in any material respect as of the time made or furnished;

(f) If Tenant (1) admits in writing its inability to pay its debts generally as they become due; (2) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency, reorganization or relief of debtors, unless such case, proceeding or other action is dismissed within 90 days of filing; (3) makes an assignment for the benefit of its creditors unless such action is revoked or nullified within 90 days; (4) is generally unable to pay its debts as they mature; (5) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, unless such action is dismissed within 90 days of filing, or (6) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Tenant,

a receiver of Tenant of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed or stayed within ninety (90) days after the commencement thereof;

(g) If the estate or interest of Tenant in the Leased Property or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged or stayed within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord (unless Tenant is contesting such lien or attachment in accordance with this Lease) and such lien could reasonably be seen to have a Material Adverse Effect upon the operations of Tenant or Tenant's ability to make payments under the Lease;

(h) If Tenant qualifies as a "failing school" or the equivalent for any reason, for three consecutive years; or,

(i) If the Charter is terminated or revoked, for any reason, or no reason, or if Tenant receives notice from the Authorizer of its intent to terminate or revoke the Charter.

(ii) Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following rights and remedies:

(a) Landlord may immediately or at any time thereafter, as permitted by law, give Tenant written notice of Landlord's termination of this Lease, and, upon such notice, Tenant's rights to possession of the Leased Property shall cease and this Lease shall thereupon be terminated, and Landlord may re-enter and take possession of the Leased Property as its own property;

(b) Landlord may remain out of possession of the Leased Property and treat the term of the Lease as subsisting and in full force and effect, in which event Landlord shall have all rights and remedies available at law, in equity or hereunder; and as an alternative remedy Landlord may, at Landlord's election, without terminating the then current term, or this Lease, re-enter the Leased Property or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Leased Property without terminating the term, or this Lease, Landlord shall use reasonable diligence as Tenant's agent to relet the Leased Property, or parts thereof, for such term (which may be greater or less than the remaining balance of the then current Term) or terms and at such rental and upon such other terms and conditions (which may include concessions or free rent) as Landlord may reasonably deem advisable, with the right to make alterations and repairs to the Leased Property, and no such re-entry or taking of possession of the Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease, and no such re-entry or taking of possession by Landlord shall relieve Tenant of its obligation to pay Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay Rent provided for in this Lease until the end of the Term and whether or not the Leased Property shall have been relet, less the net proceeds, if any, of any reletting of the Leased Property after deducting all of Landlord's expenses in or in connection with such reletting, including without limitation all out-of-pocket repossession costs, brokerage commissions, legal expenses, alterations costs and expenses of preparation for reletting.

(c) Having elected either to remain out of possession and treating this Lease as remaining in full force and effect or to re-enter or take possession of the Leased Property without terminating the Term, or this Lease, Landlord may by notice to Tenant given at any time thereafter while Tenant is in default in the payment of Rent or in the performance of any other obligation

under this Lease, elect to terminate this Lease and, upon such notice, this Lease shall thereupon be terminated.

(d) If in accordance with any of the foregoing provisions of this Section, Landlord shall have the right to elect to re-enter and take possession of the Leased Property, Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant.

(e) If any Event of Default occurs under subclauses (i) under Section 27(A)(i), Tenant shall immediately be liable to reimburse Landlord for the Total Development Costs, including but not limited to any fees, costs or expenses incurred in (1) enforcing or defending the Charter with the Authorizer, or (2) recovering from Tenant the Total Development.

(iii) Extraordinary Event of Default.

(a) If (1) any Event of Default occurs under subclauses (a), (b), (f), (g), and (h) under Section 27(A)(i) or a Default pursuant to Section 23(L); (2) Landlord sends to Tenant an Extraordinary Event of Default Notice (defined herein); (3) Tenant does not cure such Event of Default or Event of Defaults described in Extraordinary Event of Default Notice within (Y) 30 days of receipt of such Extraordinary Event of Default Notice, or (Z) if no cure can be made within 30 days, within 90 days of receipt of such Extraordinary Event of Default Notice so long as Tenant is continuously and diligently working to cure such Event of Default or Events of Default, and (4) such Event of Default or Events of Defaults remain uncured past the time set forth in clause (3), Landlord may declare an “**Extraordinary Event of Default.**”

(b) For the purposes of this Agreement, an “**Extraordinary Event of Default Notice**” means a written notice sent to Tenant pursuant to Section 33(A) that shall contain the following: (I) a detailed description of each Event of Default pursuant to which Landlord is seeking to declare an Extraordinary Event of Default; (II) the following phrase: “Tenant has 30 days of receipt of such Extraordinary Event of Default Notice, or if no cure can be made within 30 days, within 90 days of receipt of such Extraordinary Event of Default Notice so long as Tenant is continuously and diligently working to cure such Event of Default or Events of Default”; and (III) a notice in Times New Roman 14 point font all caps and bolded that “**THIS LETTER SETS FORTH ONE OR MORE GROUNDS UPON WHICH LANDLORD MAY DECLARE AN EXTRAORDINARY EVENT OF DEFAULT PURSUANT TO THE LEASE, DATED \_\_\_\_\_ (THE “LEASE”). IF EACH EVENT OF DEFAULT IS NOT CURED WITHIN THE TIME FRAME PRESCRIBED IN THE LEASE, AND SET FORTH HEREIN, ONE OF THE REMEDIES THAT LANDLORD MAY SEEK IS BEING APPOINTED AS MANAGER OF THE CHARTER SCHOOL.**” Notwithstanding anything else herein to the contrary, Landlord shall not declare an Extraordinary Event of Default until and after an Extraordinary Event of Default Notice containing the language required by this clause (b) is delivered to Tenant.

(c) In the event of any Extraordinary Event of Default, and to the extent allowed by Applicable Law, Landlord may, at its option and without waiving any default by Tenant, have the right to continue this Lease in full force and effect and to collect all Rent, and any other amounts to be paid by Tenant under this Lease as and when due.

(d) Tenant acknowledges and agrees that within fifteen (15) days of receipt of written notice by Landlord of an Extraordinary Event of Default, Landlord or its designee shall automatically, and without further action of Tenant, become an interim manager of the Charter School located on the Premises (including terminating any existing manager), and Landlord shall have the absolute and exclusive authority, without the consent of Tenant, to enter into a written agreement appointing Landlord or its designee as manager, and to use best efforts to get such management agreement approved by the State or Authorizer. To the extent allowed by applicable Laws, as interim manager, Landlord shall have all rights, responsibilities, and duties as is customary and typical in charter school management agreements, including, but not limited to, the right to direct finances (receivables and payables), establish bank accounts, and hire and fire personnel. Landlord may be paid a management fee that is typical and customary of such management agreements but shall not be more than 10% of the annual operating budget. The term of such management agreement shall be at Landlord's discretion but such management agreement shall contain a provision allowing Tenant to terminate such management agreement if and when such Extraordinary Event of Default is cured.

(iv) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of any Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default. Following an Event of Default, all amounts due from Tenant to Landlord pursuant to this Lease shall bear interest at the Default Rate. Notwithstanding anything herein to the contrary, (i) in no event shall Landlord have the right to confess judgment against Tenant, and (ii) in no event shall Tenant be liable hereunder to Landlord or any other person for any consequential, punitive, exemplary or treble damages by whomsoever suffered.

(B) Landlord Default, Cure Rights. If Landlord neglects or fails to perform or observe any of the covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, or within thirty (30) days after notice of any default (or if more than 30 days shall be reasonably required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after such notice), then Tenant may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided in this Lease for a Landlord default, pursue all rights and remedies it may have at law and equity generally.

(C) Self Help. If a Party (the "**Defaulting Party**") fails to perform any agreement or obligation on its part to be performed under this Lease (after giving effect to all applicable notice and cure periods, except in cases of actual or suspected emergency, in which case no prior notice will be required), the other party (the "**Curing Party**") shall have the right (i) if no emergency exists, to perform the same after giving 30 days' notice to the Defaulting Party, and (ii) in any emergency situation to perform the same immediately without notice or delay. For the purpose of rectifying a default of the Defaulting Party as aforesaid, the Curing Party shall have the right to enter the Leased Property. The Defaulting Party shall on demand reimburse the Curing Party for the costs and expenses incurred by the Curing Party in rectifying defaults as aforesaid, including reasonable attorneys' fees, together with interest thereon at the Default Rate. Any act or thing done by the Curing Party pursuant to this Section 29(C) shall not constitute a waiver of any such default by the Curing Party or a waiver of any covenant, term or condition herein contained or the performance thereof.

(D) Remedies Cumulative; Legal Expenses; Time of the Essence.

(i) The various rights and remedies given to or reserved to Landlord and Tenant by this Lease or allowed by law shall be cumulative, irrespective of whether so expressly stated.

(ii) In case suit shall be brought because of the breach of any agreement or obligation contained in this Lease on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred in connection with such suit, including reasonable attorneys' fees.

(iii) Time is of the essence of this Lease.

**Section 28. Access to Leased Property.** Tenant shall permit Landlord and their respective authorized representatives to enter the School Facility at all reasonable times (upon forty-eight (48) hours prior notice, except in the event of an emergency, in which no prior notice is required prior to entry) subject to Landlord's compliance with all applicable Laws (including, but not limited to any Laws concerning student privacy and student protection), for the purposes of (i) serving or posting or keeping posted thereon notices required by Law, (ii) conducting periodic inspections, (iii) performing any work thereon required or permitted to be performed by Landlord pursuant to this Lease, and (iv) showing a Leased Property to prospective purchasers or lenders exercising the rights under Section 29(A). Notwithstanding anything else herein to the contrary, in exercising its rights under this Section, Landlord shall not interfere with Tenant's operations.

**Section 29. Certain Landlord Rights on Termination.**

(A) Advertisement of the Leased Property. If Tenant has not exercised the applicable option to extend this Lease, then Landlord or its agents shall thereafter have the right to enter the Leased Property at all reasonable times for the purpose of exhibiting the Leased Property to others and to place upon the Leased Property during the period commencing 180 days prior to the expiration of the then current term "for sale" or "for rent" notices or signs of such number and in such locations as Tenant shall reasonably approve; *provided, however*, that all of Landlord's actions in exhibiting the Leased Property or placing notices or signs shall not interfere with any operations of Tenants or its permitted assigns or sublessees.

(B) Transfer of Permits, Etc. On Termination. Upon the expiration or earlier termination of this Lease, but solely to the extent allowed by applicable Laws, Tenant shall, at the option of Landlord, transfer to and relinquish to Landlord or Landlord's nominee and reasonably cooperate with Landlord or Landlord's nominee in connection with the processing by Landlord of such nominee of all licenses, operating permits, and other governmental authorization and all assignable service contracts, which may be necessary or appropriate for the operation by Landlord or such nominee of the Leased Property; provided that the costs and expenses of any such transferring assignable contracts or the processing of any such application shall be paid by Landlord or Landlord's nominee.

**Section 30. Interest on Past Due Obligations.** Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid when due shall bear interest at the Default Rate from the date such payment was due, after taking into account all applicable notice and cure provisions, to and including the date of payment. Tenant acknowledges that the late payment of any installment of Annual Fixed Rent, or any other amounts due Landlord will cause Landlord to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Landlord and Tenant agree that the Default Rate represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation

to Landlord for its loss suffered by reason of late payment by Tenant. Upon accrual, all interest due under this paragraph shall be deemed Additional Rent.

**Section 31. No Leasehold Mortgages.** Tenant shall have no right to mortgage or pledge its interest in this Lease in whole or in part with respect to the Leased Property.

**Section 32. Miscellaneous.**

(A) Notices. All Notices shall only be effective if in writing. All Notices shall be sent by registered or certified mail (return receipt requested), postage prepaid, electronic mail (to a previously recognized electronic address), or by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided:

IF TO LANDLORD:

American Charter Development, LLC  
c/o Michael T. Morley  
775 West 1200 North, Ste. 100  
Springville, Utah 84663

WITH A COPY TO:

Mark T. Morley, Esq.  
P.O. Box 456  
Price, Utah 84501

IF TO SCHOOL:

\_\_\_\_\_  
Attn.:

WITH A COPY TO:

Attn.:

or any other address which each Party may notify the other Parties in writing.

A Notice shall be deemed to be duly received if delivered by a nationally recognized overnight delivery service, when delivered to the address of the recipient, if sent by mail, on the date of receipt by the recipient as shown on the return receipt card; provided that if a notice, request or other communication is served by hand on a day which is not a business day, or after 5:00 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. on the first business day thereafter. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

(B) Exercise of Discretion. Any option, consent, approval, discretion or similar right of any Party set forth in this Agreement shall be exercised in such Party's reasonable discretion and shall not be unreasonably withheld, conditioned or delayed, unless the provisions of this Agreement or other related document specifically allow such option, consent, approval, discretion or similar right to be exercised in such Party's sole discretion.

(C) Waiver of Performance and Disputes. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

(D) No Oral Modifications. The terms, covenants and conditions hereof may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought, or by such party's agent.

(E) Brokers. Landlord represents and warrants to Tenant that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Tenant may be liable. Tenant represents and warrants to Landlord that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Landlord may be liable. Each of the parties agrees to indemnify and hold the other harmless from and against any and all claims, liabilities or expense (including reasonable attorneys' fees) in connection with any breach of the foregoing representations and warranties.

(F) Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of Force Majeure, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not (i) operate to excuse Tenant from prompt payment of Rent or any other payment required by Tenant under the terms of this Lease, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

(G) Governing Law; Jurisdiction; Venue. The Parties agree that the State has a substantial relationship to the Parties and to the underlying transactions embodied in this Agreement, and in all respects (including, without limiting the generality of the foregoing, matters of construction, validity and performance) this Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State applicable to contracts made and performed therein and all applicable law of the United States of America. To the fullest extent permitted by law, Landlord hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement.

THIS LEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICT OF LAW. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE MAY BE BROUGHT IN THE COURTS OF THE STATE OR OF THE UNITED STATES DISTRICT COURT LOCATED IN [REDACTED] COUNTY IN THE STATE, AND, BY EXECUTION AND DELIVERY OF THIS LEASE, LANDLORD HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. LANDLORD HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION, AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE BROUGHT IN ANY OF THE AFORESAID COURTS, THAT ANY SUCH COURT LACKS JURISDICTION OVER LANDLORD, WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE BROUGHT IN THE COURTS REFERRED TO ABOVE, AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(H) Estoppel. Landlord and Tenant each confirm and agree that (a) it has read and understood all of the provisions of this Lease; (b) it is familiar with major sophisticated transactions such as that

contemplated by this Lease; (c) it has negotiated with the other party at arm's length with equal bargaining power; and (d) it has been advised by competent legal counsel of its own choosing.

(I) Limitation on Landlord's Liability. Notwithstanding anything to the contrary in this Lease, Tenant will look solely to the interest of Landlord (or its successor as Landlord hereunder) in the Leased Property for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of (i) any negligence (including gross negligence) or (ii) any breach of this Lease by Landlord or its successor (including any beneficial owners, partners, shareholders, trustees or others affiliated or related to Landlord or such successor) and Landlord shall have no personal liability hereunder of any kind.

(J) Severability; Integration. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and every remaining term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto.

(K) Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and permitted assigns, and Developer and its successors and permitted assigns. No Party may assign its obligations under this Agreement without prior written consent of the other Parties.

(L) Lease Not to Be Recorded. Upon request of Landlord or Tenant, the parties hereto shall promptly execute and deliver a memorandum of this Lease for recording purposes in recordable form. If Tenant elects to record such memorandum, Landlord shall promptly cause the same to be recorded, at Tenant's expense in the public records where the Leased Property is located. Neither Party shall record this Lease without the consent of the other Party.

(M) Joint Preparation; Captions and Lease Preparation. This Lease (and all exhibits thereto) is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Captions throughout this instrument are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Lease.

(N) No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the parties to this Lease and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease.

(O) Attorney Fees. In any dispute between the parties arising out of this Agreement, the prevailing Party will be entitled to recover from the other Party or Parties, in addition to any other relief awarded, all expenses that the prevailing Party incurs in those proceedings, including reasonable attorney fees and expenses.

(P) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

**Section 33. Purchase Option.**

(i) On and subject to (1) the condition that Tenant is not in default hereunder beyond any applicable cure periods set forth herein and (2) any lender of Landlord has approved Tenant's purchase,

in writing, the Tenant shall have the right and option to purchase all of Landlord’s interest in and to the Leased Property commencing on: On July 1<sup>st</sup> of the third (3rd) Lease Year through June 30<sup>th</sup> of the fifth (5<sup>th</sup>) Lease Year (“Option Window”).

(B) The Purchase Option set forth in this Section shall inure to the benefit of, and may be exercised solely by the Tenant or any Affiliate of Tenant. The purchase price for the Leased Property shall be calculated as follows (the “**Purchase Price**”), based upon the Total Development Cost as set forth in the Addendum.

<u>DATE OF EXERCISE OF OPTION</u>	<u>PURCHASE PRICE OF LEASED PROPERTY</u>
During the Option Window  On July 1 <sup>st</sup> of the third Lease Year through June 30 <sup>th</sup> of the fifth Lease Year.	Total Development Cost multiplied by 118%

Notwithstanding anything in this Lease to the contrary, the Purchase Option may not be exercised by any successors or assigns of Tenant.

(C) In no event shall the purchase price be affected by any amendments or modifications of this Lease, unless signed by Landlord. The remaining terms and conditions of purchase are as follows:

(i) Subject to the terms and conditions set forth in this Section, Tenant may exercise the option to purchase (the “Purchase Option”) by delivering written notice (the “Purchase Option Notice”) to Landlord of its election to exercise the Purchase Option on or before that date which is three (3) months prior to the applicable Purchase Option Date set forth in this Section. The date of the closing of the purchase pursuant to the Purchase Option (the “Purchase Option Closing Date”) shall be on that date which is sixty (60) days after the Purchase Option Date, or such earlier date mutually agreed to in writing by Landlord and the School.

(ii) Enclosed with the Purchase Option Notice shall be a proposed form of purchase and sale agreement for the purchase of the Leased Property. The obligation to close the purchase and sale of the Leased Property shall be contingent on the Tenant’s ability to secure financing on terms acceptable to the Tenant. Such purchase and sale agreement shall contain the following terms:

(a) the Purchase Price;

(b) the requirement that Tenant make a payment of earnest money in the amount of ten percent (10%) of the Purchase Price upon execution of the purchase and sale agreement;

(c) the purchase is conditioned upon the payment by Tenant of all amounts due and owing to Landlord as of the date of conveyance;

(d) the right of Tenant to obtain title insurance, at its sole cost and expense, insuring a merchantable fee simple title in the Tenant as of the date and time of the recording of the deed to the Leased Property, subject only to the Permitted Encumbrances.

(e) language reasonably acceptable to the Parties evidencing the required financing contingency; and

(f) customary and commercially reasonable terms related to purchaser due diligence and title review (the initial period for due diligence and title review shall not exceed 60 days), representations and warranties, remedies, prorations, and the allocation of all costs of the transaction and closing to be paid by Tenant.

All other terms with respect to the purchase and sale shall be negotiated in the reasonable discretion of the Parties.

(iii) If Tenant effectively exercises the Option, within sixty (60) days after the expiration of the due diligence period set forth in such purchase and sale agreement (the “**Option Closing Date**”), Landlord, in consideration of and upon payment to Landlord of the Purchase Price as provided in such purchase and sale agreement, shall sell and convey the Leased Property to Tenant merchantable fee simple title to the Leased Property, subject only to liens for taxes, assessments or other governmental charges for which Landlord is responsible under this Lease; easements, rights-of-way, restrictions, reservations and all other matters of record as of the date title to the Land was purchased by Landlord; all easements, rights-of-way, restrictions, reservations and all other matters entered into and granted in connection with construction and development of the Charter School Facility; and building and zoning laws and ordinances; and all other matters otherwise consented to by Tenant (collectively referred to as the “**Permitted Encumbrances**”).

(iv) The closing of the transactions (the “Closing”) shall take place on the Closing Date at the office of the title company (the “Title Company”) issuing the title insurance policy to the Tenant, or such other place as Landlord and Tenant shall mutually agree. Closing shall take place as follows: Landlord shall deliver to Tenant a Special Warranty Deed (the “Deed”) and a Bill of Sale (the “Bill of Sale”), each properly executed and collectively conveying the Leased Property free and clear of all liens and encumbrances whatsoever, except the Permitted Encumbrances; Tenant shall then and there deliver the Purchase Price. The Deed and the Bill of Sale shall each be in substantially the form set forth in the purchase and sale agreement. It is agreed that Landlord and the Tenant shall each deliver the instruments to be delivered by them to the Title Company to be held by it under instructions that the same not be delivered unless and until the requirements of this Section have been satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**LANDLORD**

American Charter Development, LLC, an  
Arizona limited liability company

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

COUNTY OF \_\_\_\_\_ )  
:SS.  
STATE OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

**TENANT / SCHOOL**

\_\_\_\_\_, a  
\_\_\_\_\_ non-profit corporation

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

COUNTY OF \_\_\_\_\_ )  
:SS.  
STATE OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

LEGAL DESCRIPTION OF CHARTER SCHOOL PROPERTY

**EXHIBIT B**

Plans and Specifications– to be updated from time to time

**EXHIBIT C**

Addendum

## ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this "Addendum") is made as of \_\_\_\_\_, by and between American Charter Development, LLC, an Arizona limited liability company ("Landlord") and \_\_\_\_\_, a \_\_\_\_\_ nonprofit corporation ("Tenant").

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated \_\_\_\_\_ (the "Lease"), for the lease of the property described on Exhibit A attached hereto and incorporated by reference herein (the "Leased Property").

B. Landlord and Tenant desire to execute this Addendum in order to fix the Commencement Date (as defined in the Lease) and to memorialize the Total Development Cost and the Annual Fixed Rent under the Lease.

NOW THEREFORE, the parties state and agree as follows.

1. Initial Fixed Term Commencement Date. The "Initial Fixed Term Commencement Date" under the Lease is \_\_\_\_\_.

2. Expiration Date. The "Expiration Date" is \_\_\_\_\_.

3. Total Development Cost. The Total Development Cost with respect to the Leased Property, for purposes of calculating Annual Fixed Rent, is an amount equal to \$\_\_\_\_\_.

4. Miscellaneous. Except as specifically set forth herein, the terms and conditions of this Addendum shall not modify the terms and conditions of the Lease. The terms of this Addendum are made a part of the Lease.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in the presence of:

**LANDLORD**

American Charter Development, LLC, an  
Arizona limited liability company

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

Signed, sealed and delivered in the presence of:

**TENANT / SCHOOL**

\_\_\_\_\_, a  
\_\_\_\_\_ nonprofit corporation

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

**EXHIBIT D**

School Personal Property  
[None, unless listed below]

**EXHIBIT E**

ACH Authorization

American Charter Development, LLC c/o \_\_\_\_\_, LLC  
775 West 1200 North, Ste. 100, Springville, Utah 84663 - 801-489-9535

**Agreement: ACH Authorization for CCD Transactions**

This **Agreement** governs ACH transactions initiated by American Charter Development, LLC to credit or charge the Company indicated below. Both parties agree to be bound by NACHA Operating Rules as they pertain to all ACH transactions initiated by American Charter Development, LLC that credit or debit the **Company** bank account(s) listed below, and acknowledge that the origination of ACH transactions to the listed account(s) must comply with provisions of U.S. law.

This **Agreement** provides authorization for individual or recurring CCD transactions to be initiated by American Charter Development, LLC when individually authorized using the methods designated below. This **Agreement** will remain in effect until **Company** cancels it in writing. Both parties agree that this **Agreement** in conjunction with any of the designated methods constitutes authorization to debit **Company's** business bank account(s), and **Company** agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this **Agreement**.

**Please complete the information below:**

Company Name \_\_\_\_\_ (Company)  
Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

<b>Bank Account #1</b>	<b>Bank Account #2</b>
Company Name on Acct: _____	Company Name on Acct: _____
Bank Name: _____	Bank Name: _____
Account Number: _____	Account Number: _____
Bank Routing #: _____	Bank Routing #: _____
Bank City/State: _____	Bank City/State: _____

The above Business Bank Account(s) are Enabled for ACH Transactions  Yes  No

Individual Transaction or Recurring Schedule Authorization Methods (check all that apply):

Phone  Fax  Email  Written  Other \_\_\_\_\_

**I Authorize American Charter Development, LLC to initiate ACH Debits and Credits to the bank account indicated above, provided each transaction is initiated according to the terms of this Agreement.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing, and agrees to notify American Charter Development, LLC in writing at least 15 days in advance of any changes in my account information or termination of this authorization. Company understands that because these are electronic transactions, these funds may be withdrawn from its account as soon as the date an individual transaction is authorized, and that it will have limited time to report and dispute errors. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) Company understand that American Charter Development, LLC may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$100.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank accounts are enabled for ACH transactions, and agrees to reimburse American Charter Development, LLC for all penalties and fees incurred as a result of Company's bank(s) rejecting ACH debits or credits as a result of the account(s) not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law.

## EXHIBIT F

### Reporting Template

#### **Quarterly:**

#### **Reporting Requirements:**

Reports that will need to be provided on a quarterly basis are as follows **(due 30 days after quarter end)**:

- Cash basis quarterly Income Statement and Balance Sheet, YTD Actuals vs. Budget
- Current student enrollment and waitlist by grade
- Current Bank statements
- Number of full-time employees
- School News/Events Update (includes a few pictures and 4-6 pieces of news and/or event updates)
- Marketing Plan
- Retention Plan

#### **Annually:**

**The following are due 35 days after fiscal year end**

- Actual vs. Estimated Budget
- Audited financial statement (state audit)
- Copy of lease agreement (if renewed)
- Copy of Charter (if renewed)
- Count dates
- Test Scores and associated end of year academic data
- School Grade
- Any Authorizer reviews/evaluations/reports/communication

**EXHIBIT G**

Enrollment Requirements – Per the 20-day ADM provided by the Authorizer

Year 1	<b>300 Average Daily Attendance (ADM)</b>
Year 2	<b>400 ADM</b>
Year 3	<b>500 ADM</b>
Year 4	<b>600 ADM</b>
Year 5	<b>700 ADM</b>

Proforma –

**EXHIBIT H**

**Startup Costs – If applicable**



# **Legacy Classical Academy**

## **Appendix A4.3: EMO/CMO Financial History**

As a new entity, American Traditional Academies does not have a long financial history. All bank statements since incorporation have been included.

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

June 30, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **June 8, 2021 thru June 30, 2021**

Beginning Balance			.00
Deposits	1		5,000.00
Checks	0		.00
Electronic Checks	0		.00
Withdrawals	1		16.00-
Ending Balance			4,984.00

**Deposits and Other Credits**

Date	Description	Number	Amount
6/10/21	INTERNET FROM CHECKING 5787		5,000.00

**Withdrawals and Other Debits**

Date	Description	Number	Amount
6/15/21	DELUXE CHECK CHECK/ACC.		16.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
6/10/21	5,000.00	6/15/21	4,984.00				

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

2  
.32

July 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **July 1, 2021 thru July 31, 2021**

Beginning Balance		4,984.00
Deposits	1	5,000.00
Checks	1	3,250.00-
Electronic Checks	0	.00
Withdrawals	1	3,000.00-
Ending Balance		3,734.00

**Deposits and Other Credits**

Date	Description	Number	Amount
7/09/21	INTERNET FROM CHECKING 5787		5,000.00

**Checks**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
101	7/20/21	3,250.00						

**Withdrawals and Other Debits**

Date	Description	Number	Amount
7/12/21	Debit Memo		3,000.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
7/09/21	9,984.00	7/12/21	6,984.00	7/20/21	3,734.00		

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

August 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**August 1, 2021 thru August 31, 2021**

Beginning Balance		3,734.00
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,734.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

September 30, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**September 1, 2021 thru September 30, 2021**

Beginning Balance		3,734.00
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,734.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

October 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **October 1, 2021 thru October 31, 2021**

Beginning Balance			3,734.00
Deposits	0		.00
Checks	0		.00
Electronic Checks	0		.00
Withdrawals	3		1,952.00-
Ending Balance			1,782.00

**Withdrawals and Other Debits**

Date	Description	Number	Amount
10/08/21	INTERNET TO CHECKING 9011		1,000.00
10/21/21	Cogency Global PURCHASE ID 78586927		452.00
10/28/21	INTERNET TO CHECKING 9011		500.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
10/08/21	2,734.00	10/21/21	2,282.00	10/28/21	1,782.00		

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

2  
.32

November 30, 2021  
Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **November 1, 2021 thru November 30, 2021**

Beginning Balance		1,782.00
Deposits	1	5,000.00
Checks	1	907.38-
Electronic Checks	0	.00
Withdrawals	3	1,785.41-
Ending Balance		4,089.21

**Deposits and Other Credits**

Date	Description	Number	Amount
11/22/21	INTERNET FROM CHECKING 5787		5,000.00

**Checks**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
102	11/19/21	907.38						

**Withdrawals and Other Debits**

Date	Description	Number	Amount
11/02/21	INTERNET TO CHECKING 9011		385.00
11/10/21	INTERNET TO CHECKING 9011		1,375.41
11/19/21	1 Paid Overdraft on 11/18/21		25.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$25.00	\$25.00
Total Returned Item Fees	\$.00	\$.00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
11/02/21	1,397.00	11/10/21	21.59	11/19/21	910.79-	11/22/21	4,089.21

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

December 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **December 1, 2021 thru December 31, 2021**

Beginning Balance			4,089.21
Deposits	0		.00
Checks	0		.00
Electronic Checks	0		.00
Withdrawals	3		641.82-
Ending Balance			3,447.39

**Withdrawals and Other Debits**

Date	Description	Number	Amount
12/17/21	INTERNET TO CHECKING 9011		500.00
12/27/21	INTERNET TO CHECKING 8401		70.00
12/28/21	INTERNET TO CHECKING 5787		71.82

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$ .00	\$25.00
Total Returned Item Fees	\$ .00	\$ .00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
12/17/21	3,589.21	12/27/21	3,519.21	12/28/21	3,447.39		

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

January 31, 2022

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**January 1, 2022 thru January 31, 2022**

Beginning Balance		3,447.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,447.39

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

February 28, 2022

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING February 1, 2022 thru February 28, 2022**

Beginning Balance		3,447.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	4	1,190.00-
Ending Balance		2,257.39

**Withdrawals and Other Debits**

Date	Description	Number	Amount
2/04/22	DAVIESALLEN, P.C SALE		170.00
2/10/22	INTERNET TO CHECKING 8401		20.00
2/16/22	INTERNET TO CHECKING 9011		500.00
2/28/22	INTERNET TO CHECKING 9011		500.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
2/04/22	3,277.39	2/10/22	3,257.39	2/16/22	2,757.39	2/28/22	2,257.39

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
SPRINGVILLE, UT 84663

.32

March 31, 2022

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**March 1, 2022 thru March 31, 2022**

Beginning Balance		2,257.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		2,257.39

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00



775 West 1200 North, Suite 100  
Springville, UT 84663  
(801) 489-9535  
(801) 489-8493 fax  
[www.amercd.com](http://www.amercd.com)

---

April 19, 2022

SUBJECT: American Traditional Academies

To Whom It May Concern:

American Charter Development (ACD) is pleased to provide this letter of support and intent to American Traditional Academies (ATA). ATA has made prudent choices in selecting quality boards, selected a team with a history of success, and is dedicated to supporting the day to day operations of a high performing school and ACD is pleased to offer this letter of support.

ACD is a national charter school development and financing organization with a track record of developing and funding projects across the country. ACD intends to make its resources available to ATA for the start-up, initial operation, and any catastrophic budget shortfalls of charter schools that contract with ATA.

ACD is committed to the success of ATA and, to that end, will provide ATA startup capital in the amount of \$150,000 per school.

For over 15 years, ACD has successfully developed more than 75 school facilities nationally to include many in Arizona which range from \$3MM to \$25MM in cost. ACD has diverse sources of capital that stand ready to be deployed.

ACD is a strong, well-seasoned organization, whose senior leaders have been involved in the charter school movement nationally almost since the inception, by starting. We are a reputable organization with the highest of integrity, transparency and values.

We look forward to a long and mutually-beneficial relationship with ATA.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morley".

Mike Morley  
Manager

MM/tm



April 19, 2022

To Whom It May Concern:

Central Bank has had and continues to have a long-standing relationship with Michael T. Morley. He is an exception customer with multiple relationships with Central Bank.

Mr. Morley has multiple accounts at Central Bank with six and seven-figure account balances at all times. He has the capability and does anticipate funding up to \$500,000 toward the start-up costs of three (3) new charter schools.

We at Central Bank are pleased to provide a very favorable recommendation for Mr. Morley. If anything further is needed please contact me at (801) 798-7481.

Thank you,

A handwritten signature in blue ink, appearing to read "Nic Jones".

Nic Jones  
Vice President  
Spanish Fork Office Manager

# INSURANCE PEOPLE

Below are the estimated annual premiums for **Legacy Classical Academy**

**Property Premium Estimate** **\$620**

Contents	\$412,500
Deductible	\$1,000
Form	Special
Equipment Breakdown Included	

**General Liability Premium Estimate** **\$1,498**

<b>Rating Basis:</b>	Students	275
	Faculty	18

**Limits:**

Per Occurrence Limit	\$1,000,000
Annual Aggregate	\$3,000,000
Sexual Abuse & Molestation	\$1,000,000 per occurrence \$3,000,000 aggregate
Employee Benefits	\$1,000,000 per occurrence \$3,000,000 aggregate

**School District & Educators Legal Liability (D&O/ E&O)**

**Premium Estimate** **\$4,277**

	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Additional Defense	\$100,000/\$50,000/\$100,000

Named insured includes the insured Organization (School Entity), it's school board, School Committee, Board of Trustees, Board of Governors or similar governing body, elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors or similar governing board, Employees, Student Teachers, School Volunteers, and students while serving in a supervised internship program sponsored by the "educational institution".

Wrongful Act to include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty by or on behalf of the Insured Organization, including educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance of counseling, improper or inappropriate academic placement or discipline.

# INSURANCE PEOPLE

<b>Fidelity Bond Estimate</b>		<b>\$332</b>
Limit	\$250,000	
<b>Auto Premium Estimate</b>		<b>\$181</b>
Hired & Non-owned Auto Liability		
Limit of Liability	\$1,000,000	
<b>Head of Class Endorsement</b>		<b>\$82</b>
<b>Workers Compensation Premium Estimate</b>		<b>\$5,816</b>
Statutory State - NC		
Employers Liability	\$500/ \$500/ \$500	
Payroll Estimate	\$968,500	
<b>Umbrella Premium Estimate</b>		<b>\$2,387</b>
Limit of Liability	\$1,000,000	
<b>TOTAL ESTIMATED PREMIUM</b>		<b>\$15,193</b>
Student Accident Coverage		\$7.00/ student

These premiums are subject to change based on Underwriter review and approval of completed applications.

Disclaimer: The abbreviated outlines of coverages used throughout this proposal are not intended to express legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. The policy terms, conditions, and exclusions will prevail. Please read the policy forms for specific details of coverage

03/29/2022