

NC Public Charters





NC Public Charters



Organization Information Organization Name * Centerpoint Classical Academy	
Telephone 336-423-6614	Fax
Address 3607 Birdsong Ct	Unit/Suite
Zip Code 27358	City Summerfield
State North Carolina	
Primary Contact Name * Mary Catherine Sauer	Opening Year * 2026
Is Management Organization Used • Yes • No	Primary Contact Relation To Board * EMO Representative
Management Organization Name American Traditional Academies	Management Organization Contact Name Mary Catherine Sauer
Primary Contact Email * mcsauer@atacademies.com	Management Organization Phone 3364236614
Primary Contact Phone * 3364236614	Management Organization Email mcsauer@atacademies.com
PrimaryContact Address * 3607 Birdsong Court	Unit/Suite *
Zip Code * 27358	City * Summerfield
State * North Carolina	



NC Public Charters



Board Members Roster

Name	Street Address	Zip Code	Email	Expertise
Matthew Schneider	8506 Rosedale Dr.	27310	mtschneider1727@gmail.com	Education, Administration
Tim Andrew	3719 Village Springs Dr.	27265	tpbandrew@gmail.com	Governance, Leadership
Katharine Frazier	532 Circle Dr.	27215	katharineannefrazier@gmail.com	Finance
Charles Davenport	7205 Weatherstone Dr.	27284	cdavenportjr@hotmail.com	Community, Management
Doug MacColl	4731 Jamesford Dr.	27282	dougmaccoll@icloud.com	Sales, Marketing



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1. Application Contact Information

Q1.Name of Proposed Charter School

Centerpoint 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

336-423-6614

Q3.Geographic County in which charter school will reside

Guilford

Q4.LEA/District Name

Guilford County Schools

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

Centerpoint Classical Academy will be located in one of the following zip codes: 27406, 27377, 27283, 27313, 27233.

Q6.Was this application prepared with the assistance of a third party such as a consultant or Charter Support Organization (CSO)?

I. Definition - Charter Support Organization (CSO)

A for profit or nonprofit, nongovernmental entity that provides:

- a. assistance to developers during the application, planning, program design, and initial implementation of a charter school; or
- b. technical assistance to operating charter schools, including specific and limited services such as but not limited to professional development, nonprofit board development, payroll, and curriculum development.

(0)	Vac
	YHS

O No





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

American Traditional Academies (ATA)

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

No fees have been provided to ATA for assistance with the application. Centerpoint has contracted with ATA for management of the school should it be approved.

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:

Members of the ATA team assisted the board with the development, research, community outreach, organization, and writing of the application and financial assistance during the application process.

Q10.Projected School Opening Month

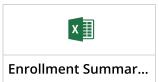
August 2026

- 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. Please note: If applying as a "FACE VIRTUAL" remote academy, the applicant must provide separate enrollment figures for in-person and remote student cohorts (see resources).

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

Resources

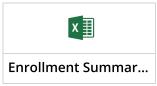




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Catherine Sauer

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

CCA will be at full capacity in 2033 with estimated enrollment of 1,227 children for grades K-12

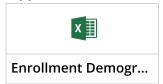
Q14.Complete the Enrollment Demographics table (see resources), providing projected enrollment for each of the following demographic groups.

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Resources



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Catherine Sauer

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





Centerpoint Classical Academy's initial Average Daily Member (ADM) is based on the need for charter school options in the Southeast part of Guilford County, a community underserved by high quality schools.

The initial ADM is lower than similarly structured charter openings in Guilford County including Cornerstone Charter Academy, Summerfield Charter Academy, and Revolution Academy. All three of those schools opened with 400-600 students and quickly amassed large waiting lists. The decision to start with K-5 was made to accommodate families with more than one student and broaden the potential applicant pool, making it more likely that CCA will meet its enrollment targets.

In the survey, conducted in the spring of 2024, 85% of survey respondents indicated that they were more likely to choose a K-12 school than a K-8 school, indicating that the eventual addition of high school grades will drive enrollment in the lower grades.

The growth plan includes the first year offering of grades K-5, filling the kindergarten. To start, K will have 4 classes per grade which create a solid foundation for students' literacy, math, and language arts skills. Grades 1-5 will start in year one with 2 classes per grade. In year 2027-2028, classes for grades K-5 will be filled out and the middle school will have 3 classes for grade 6. The increase in classes and middle and high school grades provides a comprehensive option for families with multiple school-age children, as well as a larger applicant pool from the Southeast Guilford County area.







Enrollment																				
Grade	;	2026	-2027	7		2027	-2028	3		2028	-2029)	:	2029	-2030)		2030	-2031	l
K	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
1	20	20			20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
2	27	27			27	27	27		27	27	27		27	27	27		27	27	27	
3	27	27			27	27	27		27	27	27		27	27	27		27	27	27	
4	27	27			27	27	27		27	27	27		27	27	27		27	27	27	
5	27	27			27	27	27		27	27	27		27	27	27		27	27	27	
6					27	27	27		27	27	27		27	27	27		27	27	27	
7			v						27	27	27		27	27	27		27	27	27	
8													27	27	27		27	27	27	
9																	25	25	25	25
Total				316				565				646				727				827

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

- I certify
- I do not certify

Q17.Explanation (optional)

The CCA board submitted an application under the same name in the 2022 cycle. This charter application has been revised to reflect the feedback that the CSAB provided and incorporate new information derived from community feedback. CCA is modeled after other successful charter schools that share core programmatic elements, including Legacy Classical Academy, Cornerstone Charter Academy and Revolution Academy and soon to open in 2025 - Liberty Charter Academy.

American Traditional Academies has supported other applications and, where programs, processes, and structures overlap, those application may share common language and ideas.



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2. Non-Profit Corporation Information

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

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

Q18.Organization Type

- Non-Profit Corporation
- Municipality

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

• This is the entity that will hold the Charter if final approval is granted by the NC Charter Schools Review Board (CSRB).

Centerpoint Classical Academy

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

- Yes
- No

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

- Federal Tax-Exempt Status (NCGS 115C-218.15)
- If the non-profit organization has yet to obtain 501(c)(3) status, the tax-exempt status must be obtained from the Internal Revenue Service within twenty-four (24) months of the date the Charter Application is given final approval.
 - Yes
 - No

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

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Total Files Count: 10



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Applicant Comments:

N/A

Applicant Evidence:



501c3 Documentati...

Uploaded on

4/26/2024 by **Mary**

Catherine Sauer

Q23.Name of Registered Agent and Address

• As listed with the NC Secretary of State

Matthew Schneider

8506 Rosedale Dr.

Oak Ridge, NC 27310

Q24.Federal Tax ID

87-1757277



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3. Acceleration

Per NC Administrative Code 16 NCAC 06G .0509 (https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?

S=10399&revid=84R1LVelxY9lvhpKdhHt1w==&ptid=muNUlKiR2jsXcslsh28JpBkiw==&secid=x9VPtMUo9twb b6Q1kKyM7A==&PG=6&IRP=0), the State Board of Education, in its discretion, may accelerate the mandatory planning year to increase the number of high-quality charter schools.

Q26.Requirements

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

- (1) agrees to participate in the planning year while the charter application is being reviewed without any guarantee of charter award; and
- (2) demonstrates that there is a facility identified by the applicant that is feasible for opening on an accelerated schedule. Do you want your application to be considered for acceleration?
 - Yes
 - No



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4. Conversion

Q40.Is this application a Conversion from a traditional public school or private school?
O Yes
No



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5. Replication

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

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

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

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

Emergency Adoption Eff. August 20, 2019;

Eff. March 17, 2021.



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Q57.Do you want th	is application t	to be co	onsidered	for star	ndard or	fast-track
replication?						

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- O Fast-Track
- No, this is not a replication



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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 atrisk 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&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)).

Q68.Do you want your application to be considered for an Alternative Charter School?

Yes

No



7. EMO/CMO

Q70.Does the Charter School plan to contract for services with an "educational management organization" or "charter management organization?

Yes

O No

Q71.EMO/CMO Mailing Address City, State, Zip

American Traditional Academies (ATA) 3607 Birdsong Ct.
Summerfield, NC 27358

Q72.EMO/CMO Website

http://www.atacademies.com

Q73.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 CCA. ATA will provide invaluable resources and support that will help ensure CCA 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 ATA will 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, and constructive evaluations for the school administration.
- 5. Collaboration ATA provides avenues for continuous collaboration with other schools who share common academic programs. The CCA board, administrators, staff, and teachers will benefit from collaborative relationships with others in similar situations.

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





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Total Files Count: 5

Applicant Evidence:



CHARTER MANAGE...

Uploaded on

4/25/2024 by Meg

Hayes

Q75.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.

CCA is a repeat applicant, having applied to open in a previous cycle in 2022. The board of CCA also includes members who are on the board of Liberty Charter Academy, a school in the planning year and on track to open in 2025. While members are very familiar with other management organizations, the ATA Core Knowledge curriculum and classical focus were attractive. Mary Catherine Sauer's experience in Guilford County, and her success opening four local charter schools, all of which are thriving, give the CCA board confidence that ATA will help CCA become an excellent school for students living in the Southeast area of Guilford County

The board is partnering with ATA because of its lower management fee, its local ties, and the strength of ATA's program and team members. The ATA program, including curriculum and organizational components, has been successful at several area schools including Cornerstone and Revolution Academy. Mary Catherine Sauer, an ATA partner, has an excellent reputation in the community for successfully launching and operating new schools that increase quality educational options for their communities. Mike Morley, another ATA partner, has extensive experience with developing and supporting new and existing charter schools in many states. ATA has further engaged people with diverse and essential skills such as Dennis English, who has experience in governance, community engagement, and school development, Dr. Randy Shaver who has had a distinguished career as an educator and administrator, and Meg Hayes who provides administrative support.

Q76.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 is a management company that currently manages Legacy Classical Academy (Opened in 2023) and will manage Liberty Charter Academy (Opening in 2025).

Mary Catherine Sauer, the Executive Director and partner, has many years of charter experience that includes founding four successful charter schools in Guilford and Rockingham Counties. Mrs. Sauer was the founder and board chairman of Cornerstone Charter Academy which opened in 2012 with grades K-6 and over 500 students. In 2015, Mrs. Sauer founded Piedmont Classical High School, where she worked until 2018. Mrs. Sauer was the founder and principal of Revolution Academy, a K-8 school that opened in 2020. In 2023, Legacy Classical Academy opened in Reidsville, NC and is the first school which ATA manages. Starting in 2025, ATA will also open Liberty Charter Academy, in the Jamestown/High Point area of Guilford County.

Q77.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 monthly board meetings, board members will receive monthly reports on finance, academics, and operations. Throughout the year board members will also receive reports on various programs and initiatives, student achievement, facilities, professional development, and parent satisfaction. More detailed information will be available to board members upon request and at committee meetings. At least annually, the board will officially evaluate the performance of the management company.

Q78.Provide a description of the relationship that will exist between the charter school employees and the Management Organization.

The CCA teachers will be jointly employed by ATA and the CCA board, and the board will approve all hiring and terminations of the jointly employed staff members. Other staff members of CCA will be employees of American Traditional Academies.

Q79.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.



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

- 1. Timely submit all reports required by the 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.

CCA may terminate the agreement for breach of contract with 30 days' notice, or with or without cause with 90 days' notice. To ensure a smooth transition and limit disruptions to the school's operation, any separation, initiated by CCA or ATA, will become effective at the end of the then current fiscal year.

Q80.Is the faci	ty provided by	y the EMO/CMO?
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- Yes
- O No

Q81.Attach as Appendix A4.2 Facility Buyout Agreement, if applicable

ATA will provide facilities for CCA 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. When the permanent facility is ready, either a newly built building or an upfit of an existing facility, CCA will lease from the developer, with the expectation that CCA will eventually use the buyout option and own the facility.

Applicant Evidence:



Uploaded on 4/3/2024

by **Meg Hayes**

Q82.List the fund balance and surpluses for each school managed by the EMO/CMO over the last three years in North Carolina.

ATA is still new and the only school it currently manages has not completed a full year, therefore does not have a fund balance yet. Legacy Classical Academy is projected to have a surplus of 2% for the 2023-2024 school year.

Q83.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.



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Specifically, if contracting with an EMO, provide confirmation that the EMO is in good standing by providing bank statements from the prior three years.

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Applicant Evidence:



Q84.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

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Applicant Evidence:



Uploaded on

4/26/2024 by **Mary**

Catherine Sauer



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8. Remote Academies

§ 115C-218.120(a). Remote charter academies.

A charter that includes a remote charter academy may do any of the following:

- (1) Provide only remote instruction to enrolled students served by the charter in accordance with this Part.
- (2) Provide remote instruction to students enrolled in the remote charter academy and provide in-person instruction to other students served by the charter.
- (3) Provide enrolled students both remote instruction and in-person instruction. A student who receives more than half of the student's instruction through remote instruction shall be classified as enrolled in the charter's remote charter academy.

Q85.

Is the school you're applying to create a remote charter academy?

O Yes

No



9. Mission Purposes, and Goals

9.1. 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.

Q112.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.

Centerpoint Classical Academy will develop responsible, active citizens using a challenging, classical academic program, meaningful parental partnerships, character education, and an emphasis on student responsibility.

Q113.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 the Centerpoint Classical Academy is for students to exemplify and demonstrate strong academic skills, character traits, and responsibility daily as they mature and interact with the school community and prepare for secondary education. CCA students and staff will be a beacon of light and wisdom to the diverse communities in which they live. Students will take personal responsibility for their own decisions and actions. The four pillars of challenging, classical academics, parental involvement, character education, and student responsibility are the foundation that will be consistently reinforced and evident in the daily culture of Centerpoint Classical Academy.

Q114.Educational Need and Targeted Student Population of the Proposed Charter School Does the school plan to provide services to certain targeted subgroup(s), if so please explain? 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 MLL 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).

In compliance with NCGS 115C-218.45 (e), Centerpoint Classical Academy (CCA) will attempt to reflect "the racial and ethnic composition of the general population residing within the local school administrative unit in which the school is located." CCA will benefit all students who attend from diverse cultures, backgrounds, and experiences. The CCA board believes that a diverse student body will enrich student learning, relationships, and daily experiences. By having a variety of cultures, students will build solid interpersonal skills that will transfer into stronger community relationships and workplace preparedness.

The location of CCA will allow it to attract and serve a diverse population of students in Guilford County and surrounding areas. Current data indicates the Guilford County, NC ethnic demographics are:

• White: 54.8%

• Black or African American: 36.2%

• Asian: 5.5%

Two or more races: 2.7%Native American: 0.8%

• Native Hawaiian or Pacific Islander: 0.1%

By targeting Southeast Guilford County, Southeast Greensboro, and surrounding areas, CCA will have a balanced student population of various races, backgrounds, and socioeconomic groups.

Centerpoint Classical Academy will provide reliable and safe transportation to community bus stops. CCA will also offer free and reduced lunches to those in need. Both services will be essential for serving CCA's diverse family demographics.

CCA marketing activities will be designed to reach the diverse populations of the surrounding communities of Southeast Guilford County and Southeast Greensboro. Informational parent meetings will be scheduled monthly, and targeted advertising campaigns will be implemented using email, newspaper, and direct mail. Additionally, a CCA website and social media accounts will be used to reach prospective students on a weekly basis.

Q115.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?







A review of the 5 Year Trend Performance table, the overall proficiency of surrounding schools and Guilford County Schools as a whole, suggests a need for high-quality alternatives.

While the surrounding schools are not trending towards overcrowding, parents and families have few choices for alternate curriculum and school operation. The CCA classical academic program will provide an educational experience that parents cannot get in the surrounding area.

Specifically, the Core Knowledge curriculum supports students with foundational skills and background knowledge that becomes accessible and portable for academic success across content areas. This curriculum also provides a level of rigor that creates productive struggle that will enhance CCA students' command of the curricular material.

In addition to being used in many high-performing charter schools across the country, Core Knowledge is gaining favor with more district schools. A recent long-term study (https://edworkingpapers.com/authors/david-grissmer) on the effects of the Core Knowledge Sequence on student performance found statistically significant gains in the performance of students from all backgrounds. CCA's classical approach utilizing the Core Knowledge Sequence will provide students in Southeast Guilford County a high quality educational opportunity that is not currently available to them.

CCA will provide students and families with a highly structured academic program and strong support to ensure students' academic growth and achievement.





Surrounding Schools Performance Trend Data

School	Year	Student	Math Performance	Reading Performance	Academic
		Enrollment	Proficiency %	Proficiency %	Growth
Gillespie Park	2023	203	32	36	73.4-Met
Elementary	2022	196	34	34	63.0 Not Met
	2021	145	24.3	19.6	No info.
	2019	230	38	39	73.4-Met
	2018	237	35	40	90.1 - Met
Cyrus P. Frazier	2023	291	47	41	65.5 Not-Met
Elementary	2022	284	41	44	70.8-Met
	2021	241	41.4	30.8	No Info.
	2019	337	50	55	85-Exceed
	2018	321	48	43	72.7Met
Julius I. Foust	2023	224	49	41	84.9-Met
Elementary	2022	302	48	35	86-Exceed
	2021	292	26.9	18.1	No info.
	2019	350	43	50	78-Met
	2018	373	50	49	94.8-Met
Southern Guilford	2023	600	32	37	55-Not Met
Middle	2022	643	36	40	60.8 -Not Met
	2021	603	20.9	29.8	No info.
	2019	742	48	57	73.1- Met
	2018	755	44	50	64.5-Not Met
Allen Middle	2023	687	36	45	85-Exceed
	2022	705	31	38	60.7-Not Met
	2021	646	14.8	30.7	No info.
	2019	737	35	55	59.1- Not Met
	2018	685	46	53	76.5-Met
Southeast Guilford	2023	1235	29.1 Math 1 67 Math 3	59.1 English II	91.1 Exceed
High School	2022	1220	32.5 Math 1 41 Math 3	47.8 English II	57.7 - Not Met
	2021	1229	5.0 Math 1 25.3 Math 3	55.1 English II	No Info.
	2019	1289	35.6 Math1 39.6 Math3	57.8 English	82.2-Met
	2018	1325	51 Math 1	57.1 English II	80.7-Met
Guilford County	2023	69,173	48.1	45.7	N/A
Schools	2022	67,038	54	55	N/A
	2021	66,420	63	57	N/A
	2019	71,304	53	53	N/A
	2018	71,304	50	30	N/A

Source: https://ncreports.ondemand.sas.com/src/?county=Guilford

(Click Guilford County op map. Change Year and scroll to find your school)



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Q116.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 K-12 enrollment, achieved in year 7, is 1127. That will represent 1.6% of the LEA's (Guilford County Schools) ADM for the same grade span.

Q117.Summarize what the proposed school will do differently than the surrounding schools serving the same population of students. What will make this school unique and more effective than the currently available public-school options?





The academic foundation of Centerpoint Classical Academy K-8 Grades will be the Core Knowledge sequence, a content-rich, comprehensive, and cross-curricular program that works well within the classical education model. In a recent study, Core Knowledge, which focuses on building students' background knowledge about a wide range of topics, showed a statistically significant increase in student achievement in schools with middle/high income students as well as a school in a low-income district. (https://edworkingpapers.com/ai23-755))

Students at CCA will be introduced to common content that will expand their knowledge and understanding. The Core Knowledge curriculum will address 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. This 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 and high school grades, and a designated writing program. CCA will be a limited technology school, thus students will not use computers on a daily basis. This approach cultivates critical and creative thinking in an environment with reduced distractions, therefore fostering the development of skills that will help students use and apply technology in later grades. Centerpoint Classical Academy will be the 3rd charter school in Guilford County to use the classical framework in grades K-8, and the third Guilford County classical charter high school. While Guilford County Schools use Core Knowledge Language Arts (CKLA) in the lower elementary grades, CCA will use CLKA in addition to the full Core Knowledge sequence that covers kindergarten through 8th grade with a robust, comprehensive, and cross-curricular program. This program will give parents an option that is currently unavailable in the Southwest part of the county.

In the high school grades, CCA students will be given the opportunity to experience a traditional, liberal arts education that includes English, history, science, mathematics, arts, and foreign language requirements. The classical focus of CCA will be present across the program where students will be required to learn and analyze information, then express findings and conclusions in a variety of forms. CCA will use a variety of methods to engage and encourage students to develop critical thinking, respectful disagreement, and clear communication skills. Graduates from CCA will be prepared to enter the post-secondary school of their choice. Students who choose to enter the armed forces or workforce instead of continuing their formal education will still benefit from the rich, challenging program they experience at CCA.

Q118.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



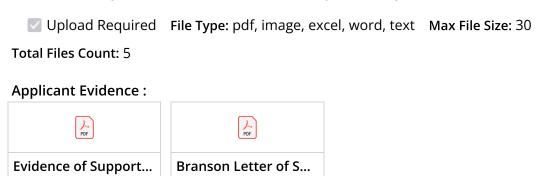


The CCA board has deep and broad ties to Guilford County. They each bring a variety of connections and collaboration partners to their role on the CCA governing board. Additionally, the ATA team has developed relationships with a number of community organizations that will help CCA reach, serve, and collaborate with the community. Those relationships include churches, businesses, counseling providers, and other community organizations.

CCA is aware that many local charter schools, some with similar educational programs, have large waiting lists. The waiting list from Revolution Academy alone would fill CCA. To gather additional information about the need for CCA, an informational meeting was held at a local library and a survey was conducted in the spring of 2024 of families who will have school-age children in 2026. These surveys include questions to assess the need for a charter school in the area, whether or not having a high school effects their decisions, and whether or not the parents are likely to apply for their children. The surveys indicate a need for a charter school in the Pleasant Garden, Julian & Whitsett area of Guilford County.

Q119.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).



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9.2. Purposes of the Proposed Charter School

Q120.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:



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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 opport that are available within the public-school system.	tunities
✓ Improving student learning.	
☐ Increasing learning opportunities for all students, with a special emphasis on at-risk or students.	gifted
☐ Encourage the use of different and innovative teaching methods.	

Q121.Provide a brief narrative to coincide with <u>each</u> applicable legislative purpose(s).

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1. Create new professional opportunities for teachers, including the opportunities to be responsible for the learning program at the school site.

Teacher professional development will be a priority at CCA. Teachers will collaborate with their grade-level professional learning communities (PLC's) weekly to design and plan for equitable instruction and resources for all students. Teachers will also communicate and collaborate on a regular basis with teachers from their sister schools, Legacy Classical Academy and Liberty Charter Academy.

Teachers will have the flexibility and freedom to be the instructional leaders of their classrooms, with each having a unique personality and skillset. CCA will provide teachers with the curriculum, tools, and resources needed to ensure high-quality and effective instruction and assessment.

All teachers will have ongoing monthly professional development through our full-time instructional coach to include lesson planning, instructional strategies, formative and summative assessment options, reflective results evaluation, family/stakeholder communication, and classroom management processes.

At the beginning of the school year, teachers and staff will participate in workshops with Core Knowledge specialists to fully comprehend and engage in the curriculum resources. Additionally, Core Knowledge specialists will visit throughout the year to evaluate the school's implementation of Core Knowledge and address any areas that need to be improved.

2. Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.

CCA K-8 grades: will offer Core Knowledge materials, resources, and instruction to raise the annual achievement level of all students to include the following:

- Core Knowledge Sequence
- Shurley English
- Saxon Math
- Cursive handwriting in grades 3-8
- Latin in grades 6-8
- Core Knowledge Language Arts (CKLA)

CCA 9-12 grades: will offer classical and college preparatory classes. The credits needed for graduation will be:

- 4 English
- 4 Math
- 4 Social Studies
- 4 Science
- 1 Fine Art
- 2 Foreign Language (one Latin)
- 1 Logic



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- 1 Rhetoric
- 1 Health/PE
- 2 Electives

Total 24 credits

CCA K-8 Features:

- Optional short-day kindergarten
- Dress code/uniform
- Daily Assemblies (pledge, character traits, recognize exceptional students and staff, etc.)
- Provide transportation and lunch for students if needed
- Teacher assistants shared across grades
- Nationally normed testing in K-8 (NWEA MAP)
- Limited technology
- Onsite after school care available for a fee through an independent provider
- Art, Music, PE, Enrichment (financial literacy, etiquette, keyboarding, career planning, etc.)
- Recess for grades K-5, 2X per day
- Recess for grades 6-8, 1X per day

CCA 9-12 Features:

- Weekly homeroom
- Study Hall Program
- Modified Traditional Schedule
- Year-long classes
- Limited Technology
- Textbooks and Classical Literature

In addition to the classical model that is rare in Guilford County, CCA will use limited technology, a sharp contrast to the vast majority of other educational options. The use of textbooks, paper, and pencils will let students experience a respite from the sometimes constant integration of electronics into their daily lives, while fostering the development of critical thinking and problem-solving skills that will help them intelligently use and apply technology in later grades and throughout their careers. Grade-appropriate technology may be utilized for specific applications, with increasing frequency in the higher grades, to ensure that all CCA graduates are equipped with the technology skills they need to succeed in higher-education or the workforce.

3. Improving student learning.

The implementation of the Core Knowledge Sequence in grades K-8 will provide students of all learning levels with a proven, content-rich, cross-curricular academic approach. In the high school grades, a challenging college-prep approach will prepare students to be successful in any post-secondary opportunity.

Excellent teachers and a robust curriculum will allow for each student to reach his or her potential. Remediation strategies will be implemented to improve student understanding and proficiencies



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in all subjects. Support for students who struggle will include one-on-one or small group specialized instruction by tutors on staff and an after-school study hall. Relevant and accessible daily homework assignments will enhance student learning and outcomes.

CCA will use a Multiple-Tiered Systems of Support (MTSS) process to address the academic needs of low-performing students. The School Support Team (SST) will use the MTSS for prevention and early intervention for struggling students.

9.3. Goals for the Proposed Charter School

Q122.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.



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Centerpoint Classical Academy will seek to attain the following specific and measurable goals in the years to come.

Goal 1: CCA students will attain at least one year of growth each school year:

Measured Spring-to-Spring NWEA MAP testing

Goal 2: CCA students who have been enrolled for three or more years will be at or above grade level proficiency:

Measured Spring to Spring NWEA MAP testing

Goal 3: CCA students in grades 3-8 will achieve the following proficiency:

Year 1 - Reading 53% Math 50%

Year 2 - Reading 55% Math 54%

Year 3 - Reading 58% Math 59%

Year 4 - Reading 61% Math 64%

Year 5 - Reading 65% Math 68%

Strategies:

- Collaborate in regular grade level PLC's to create effective instructional strategies, assessments, and ongoing reviews of student outcomes
- Support and develop teachers to continuously improve instruction
- Protect instructional time with school schedules, events, etc.
- Implement student interventions for struggling students: reteach, remediation, tutoring, differentiation, and other strategies
- Create a summer program that encourages ongoing student learning and reduces learning loss

Goal 4: CCA Students will demonstrate responsibility for their behavior and the school will have the following first-time discipline referrals:

Year 1 - 20%

Year 2 - 18%

Year 3 - 16%

Year 4 - 14%

Year 5 - 12%

Measured by number of individual students referred to the office by classroom teachers for Code of Conduct violations.

Goal 5: CCA will end each year with a surplus of at least 2% of revenue and will accumulate a fund balance of 60 days of expense by year 5.

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

Goal 6: CCA high school students will achieve a graduation rate of at least 90% and a college acceptance rate of 90% the first year that there are graduating seniors.

The goals of CCA will be communicated to all staff, families, and the governing board annually. Progress on these goals will be reviewed and evaluated at least quarterly by the School Improvement Team (SIT). As part of the School Improvement process, the SIT will also create action plans and recommendations for the strategies and processes that will help CCA reach its goals.

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

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

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

Consistent review, communication, evaluation, and improvement are essential to achieving the CCA goals and developing a culture of continuous improvement.

Q123. How will the governing board know that the proposed public charter school is working toward attaining their mission statement?

The mission statement will be known to all students, staff, families, and governing board through its reference during assemblies, meetings, digital communication, and signage around the campus. Through staff evaluation, stakeholder feedback, and student achievement data, the school leadership and governing board will have evidence of the success of the mission statement. Measurable results will be presented by the principal and reviewed during monthly board meetings to include the budget, attendance, student achievement, and other relevant data.



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10. Educational Plan

10.1. Instructional Program

Q124.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







Major instructional methods:

CCA will provide a classical education for grades K-12, with the foundations of rigorous academics, character education, parental partnerships, and individual student responsibility. A strong academic foundation will be the annual focus for all students to grow in their achievement and prepare for post-secondary education and a future career.

All CCA students will gain the educational foundations from Core Knowledge, a content-rich, comprehensive, and engaging curriculum. The Core Knowledge founder, E.D Hirsh, Jr, explains in *Why Knowledge Matters*, "Only a well-rounded, knowledge-specific curriculum can impart needed knowledge to all children and overcome inequality of opportunity." In addition, English Language Arts courses will be based on the Shurley English program, a formal grammar program. The Core Knowledge Sequence will be used for content and skill guidelines for language arts, history and geography, visual arts, music, mathematics, and science. In the high school grades, students will experience a classical education with requirements in traditional courses as well as the arts, Latin, and logic.

Special courses of Art, PE, Music, and enrichment will use domains from the Core Knowledge Sequence that students are studying in their classrooms, which will provide cross-curricular connections. Being immersed in the domains which they study will aid in student understanding and retention of knowledge. The Enrichment course will include topics such as financial literacy, etiquette, computer software, keyboarding, and other useful, employable skills.

Grade level Professional Learning Communities (PLC's) will plan ahead for each course unit to ensure consistency and equity of instruction for all students. Teachers will be encouraged to design creative direct instruction using a variety of materials and strategies. Multiple methods of instruction will include explicit direct instruction, the Socratic method, investigative learning, directed independent learning, and cooperative learning.

The CCA Character Education program will teach and reinforce a monthly character virtue to enhance and reinforce positive student emotional, interpersonal, and workplace character traits. CCA educators will also teach and demonstrate virtues on a daily basis. Students who exemplify the virtues will be recognized periodically during weekly assemblies. CCA will hold school-wide service projects throughout the year to allow students, staff, families, and community stakeholders to demonstrate the positive virtues to the benefit of recipients of the service projects.

Assessment Strategies:

Teachers will assess students daily using formative methods to measure student learning and adjust instruction as needed to ensure student comprehension. Summative assessments will occur as needed. Common assessments will be used to ensure that students are getting access to the approved curriculum. The teacher PLCs will meet regularly to review student outcomes and adjust instruction as needed for student success and proficiency. Student growth will be measured using NWEA MAP computer- adaptive tests, 2-3 times per year in grades K-8. High



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school students will take appropriate EOC's as well as the ACT.

Instructional Program Application:

CCA's instructional program, curriculum, teaching methods, and assessments were designed based on successful charter schools in North Carolina, using a classical education approach. CCA will draw a diverse population of students and expects to meet student growth goals across all subgroups. Research-based strategies will be used for student success. These include:

- Core Knowledge Sequence content and skill guidelines
- Saxon Math
- Cursive handwriting Upper elementary grades
- Latin language Middle School grades
- Extra recess time twice daily grades K-5, once-daily grades 6-8
- Phonics-based reading program
- Character Education Program
- Parental partnerships
- Student personal responsibility

The academic foundation of Centerpoint Classical Academy K-8 Grades will be the Core Knowledge curriculum, a content-rich, comprehensive, and cross-curricular program that works well within the classical education model. In a recent study, Core Knowledge, which focuses on building students' background knowledge about a wide range of topics, showed a statistically significant increase in student achievement in schools with middle/high income students as well a school in a low-income district. (https://edworkingpapers.com/ai23-755) (https://edworkingpapers.com/ai23-755)

Q125.Will th	e proposed cha	irter school s	serve a single-	-sex student p	opulation?
O Yes					
No					

Q129.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.







The Core Knowledge sequence will be the primary instructional platform for grades K-8 with a classical education foundation. The high school program will use a classical approach, giving students a college-prep program that will prepare them for any post-secondary endeavor.

K-5

Class sizes will range from 20 students in kindergarten and first grade to 27 students in grades 2-5. Students will be instructed in a heterogeneous self-contained setting, receiving all core instruction from one teacher. Students will have the opportunity to receive accelerated math instruction beginning in third grade and students will be grouped based on ability level with the possibility of taking math at the next grade level. Students will also receive instruction in art, music, PE, or enrichment once per day while regular education teachers have common planning.

6-8

There will be approximately 27 students in each grade level and classes will be departmentalized. Teachers will specialize in one of three areas- English, Math, and History/Science. History and Science instruction may be spilt daily or weekly depending on the units being taught. For example, the History/Science teacher may teach each subject for 45 minutes each or alternate weeks teaching each subject. Students will also receive instruction in art, music, PE or enrichment once per day; however, seventh and eighth graders may attend one of the specials classes more frequently based on student interest. Latin and Logic will be added to the courses by year 2.

9-12

For budgeting and staffing purposes, a class size of 25 will be used at the high school level. Actual class sizes may vary widely as students will be grouped by ability, interest, and courses needed to achieve each student's goals. CCA will use a modified traditional schedule. Classes will be year long and students will take 6 (or 7 with the addition of a zero period) courses per year. Students will attend each class on Mondays, Thursday, and Fridays. On Tuesdays and Wednesdays students will only attend 3 courses, with each course having a 90 minute block for that day. Having longer classes once a week will allow teachers to plan different activities that are more difficult to squeeze into a typical 57 minute class including labs, presentations, group work, and comprehensive assessments.

Q130.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 CCA academic program will prepare students to be productive citizens and to be successful in future academic endeavors. The Core Knowledge (CK) sequence in grades K-8, supported by a challenging math program and Shurley English, will provide a curriculum capable of ensuring student success. The college-prep, traditional approach in high school will allow students to prepare for whatever they decide to do after they graduate. The classical elements that CCA 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 has to assume that the reader has some common knowledge and understanding of the subject. Even a book about a farm will assume that 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 particular 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 community. In the same way, students need specific domain knowledge to be successful at reading and 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 Core Knowledge opens their world to in-depth critical inquiry. The classrooms at Centerpoint 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.

In a recent study, Core Knowledge, which focuses on building students' background knowledge about a wide range of topics, showed a statistically significant increase in student achievement in







schools with middle/high income students as well as a school in a low-income district. (https://edworkingpapers.com/ai23-755))

The Core Knowledge sequence is 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 of the NC Standards, modifications to the CCA instruction will be made so that CCA 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 attached curriculum outline reflects those changes.

The CCA high school will build on the foundation that students bring from the K-8 program. It will also offer students who have not gone through a classical, Core Knowledge, K-8 school a more foundational program that will meet them where they are and increase their knowledge and comprehension across a wide range of disciplines. Standard, honors, and AP courses will be offered at the high school level and students will be encouraged to enroll in courses that will challenge them, while still being accessible.





Q131.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 facts and information, teachers will primarily use explicit direct instruction. As students transition to middle school, they will move 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. At the high school level, or the rhetoric phase, students will learn to communicate what they know and think in a variety of ways including written, verbally, and through various electronic means. 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. CCA 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 the Core Knowledge Curriculum, through its design and extended resources, expands the opportunities they have for meeting the needs of each student. Core Knowledge training will be part of the initial staff development before school starts. 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.

Q132.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.





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

- 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 and end of each school year to align curricular content learning expectations for subsequent grade levels. Vertical teams will be based on grade groupings for K-2, 3-5, 6-8 and 9-12. Every teacher will then know all curricular 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. In grades 9-12, teachers will use common assessments to help them determine the level of student understanding. 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 data.
- 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, during, and after school at specified times. 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).
- 4. Students for whom other academic interventions have not been successful, will be referred to the School Support Team (SST) by the student's teachers, administrators, or parent. The SST will assess each referral to determine an appropriate plan to ensure that each referred student is academically successful. This plan may include additional classroom interventions, individualized instructional strategies, referral to contracted specialists, or referral to the Exceptional Children team.
- 5. CCA's high school college-prep graduation requirements will prepare students for whatever post-secondary endeavor they choose. Students moving onto another form of formal education will have a strong foundation of knowledge and skills that will help them achieve success in their continuing education. Students who choose to enter a career field or not continue their formal







education will benefit from having a high-quality education through 12th grade. All graduates will leave CCA being able to positively contribute to society as active, engaged citizens.

Q133.Describe in a brief narrative how the yearly academic calendar coincides with the tenets of the proposed mission and education plan.

The yearly academic calendar of Centerpoint Classical Academy coincides with the tenets of the mission and education plan by providing the maximum opportunity for students to receive instruction, practice academic and behavioral skills, and experience multiple opportunities for success. Students attend school 187 days, and they have a comparable summer break to the surrounding schools in the area. In addition, teachers receive extensive professional development prior to start of school in order to equip and support teachers with best instructional practices and overall expectations of CCA.

Q134.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 CCA K-8 school day will run from 8:00 am to 3:15 pm each day, while the high school day will be from 8:30-3:10. There will be an optional early Kindergarten release at 1:45, meaning the academic instruction will be done for the day and parents may pick up their kindergarteners at that time. Kindergarten students will have 290 minutes of daily instruction. Students in grades 1-8 will have 360 minutes of instruction each day. High school days will average 333 minutes of instruction.

In Grades K-8, each day will begin with a morning assembly. To accommodate the move-up math program, all students in 3-5, 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 high school will use a modified traditional schedule. Students will attend each of 6 year-long classes 4 times per week, three 57 minute classes and one 90 minute class. The longer block class will allow teachers to schedule activities that are difficult to finish in a regular 57 minute block. At the end of the first block day, students will have a flex time where they can get extra help with their schoolwork or attend club meetings. At the end of the second block day students will attend homeroom where they will learn study skills, leadership skills, and character education.

The CCA 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 timeframe to aid with student retention and comprehension.

Q135.Describe a typical day for a teacher and a student in the school's first year of operation.





In the first year all grades (K-5) will be housed in the same building and all will participate in morning assemblies and other community building activities.

A CCA teacher will arrive between 7:15 and 7:30 am and be at the classroom door ready to greet students at 7:45. At 8:00 the teacher will take the class to the common area for morning assembly, after which the class will walk back to the classroom to begin instruction. K-5 teachers will teach their students in a self-contained classroom. Twice per day in grades K-5, at the appropriate time, 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 and 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.

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Yes

O No

Q137.High School Graduation and Post Secondary Readiness Describe how the proposed charter school will meet the Future-Ready Core requirements.





The focus of the CCA high school will be derived from the four pillars: a challenging, classical academic program, meaningful parental partnerships, character education, and an emphasis on student responsibility. The classical, college-prep program will allow each student to leave with the ability to retain information, reason and problem-solve, and express themselves in a variety of ways and situations.

As students move beyond the grammar stage of development they enter the dialectic stage where they engage in discursive reasoning, stressing logic to teach cause and effect, steps of reasoning, and how to make proper inferences. During the rhetoric stage, students will learn to present their arguments in a persuasive and consistent manner. To accommodate this classical model in the high school, all students will be required to take at least one credit each of Latin, fine arts, logic, and rhetoric. CCA graduation requirements will exceed the Future-Ready Core requirements.

Character education will be an important part of the high school culture. Students will be given multiple opportunities to participate in community service projects. Service will be rewarded through special recognition and awards. High school students will also participate with the whole school in studying school-wide virtues. Each week during home room, students will discuss and debate different topics surrounding the monthly virtue, as well as learning important study, leadership, and organizational skills.

Centerpoint Classical Academy graduates will be ready to be productive citizens and be successful in whatever post-secondary endeavor they choose.

Q138.Provide details on how the students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered.







Students at CCA will earn one credit hour for each year-long course they successfully complete. Credit may also be given for course work completed over the summer or from another approved educational institution. Six periods will be offered every year, with some select courses offered in a seventh zero-period.

Student's grade point averages will be calculated using both an unweighted formula (where each course, regardless of rigor, is given equal weight) and a weighted formula (in which more rigorous courses are given additional weight.) Both calculations will appear on report cards. Weighted gpa's will be used for designating class rank, selecting junior marshals, and selecting a valedictorian and salutatorian from each graduating class.

In addition to weighted and unweighted gpa's, all courses attempted, final grades earned in those courses, class rank, and total credits earned will appear on final transcripts.

CCA will offer many electives, some offerings will be dictated by student interest. As the CCA graduation requirements exceed those of many other schools, some students may elect to take zero period courses in order to have enough room in their schedules for electives that interest them. A list of projected course offerings can be found in Appendix C.

Q139.Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).



NC Public Charters



The CCA graduation requirements exceed the Future-Ready Core requirements for college readiness. Additionally, students will be guided and encouraged to pursue a variety of electives from one discipline, allowing them to acquire a depth of knowledge about one subject. The CCA high school program is designed to give each student a solid, foundational education that will help him or her succeed in any endeavor.

Graduation Requirements

- 4 English
- 4 Math (at least one after Algebra II)
- 4 Social Studies (at least: American History: founding principles, world history, American History)
- 4 Science (at least: earth science, biology, physical science)
- 1 Fine Art
- 2 Foreign Language (one Latin)
- 1 Logic
- 1 Rhetoric
- 1 Health/PE (with CPR)
- 2 Electives

Total 24 credits

For those students who do not immediately continue their formal eduction, high school is even more important. If that is the only formal education they will have, it should be thorough. This philosophy drives the determination to ensure that every student has a base of knowledge on a wide range of topics, can think critically, and can express themselves eloquently.

Q140.Explain what systems and structures the school will implement for students at risk of dropping out and/or not meeting the proposed graduation requirements.



NC Public Charters



CCA will employ multiple strategies for ensuring the success of all students. Those strategies include but are not limited to clear communication, after school study hall, subject tutoring, and mentoring.

At the first sign of trouble, the classroom teacher will be responsible for talking to the student and assessing any necessary interventions at that time. If a student continues to struggle, the classroom teacher will contact the parents and work together to determine what interventions may be necessary. The communication between the teacher and the parents is a key step and one that is not negotiable. Teachers will understand the importance of this step and be given clear guidelines on how to make sure the parents are advised if their student has trouble. Powerschool will provide one way for teachers to communicate with parents about their student's progress.

Teachers and tutors will provide struggling students with one-on-one or small group support in various subject areas. During flex days, an after school study hall will support students who need help or need access to resources that they may not have at home. Students who struggle may also be assigned a staff mentor to help shepherd them and ensure that they are taking maximum advantage of the support CCA will offer.

If students continue to struggle with the above interventions a teacher, academic advisor, or parent may refer the student to the School Support Team(SST) where the team will add interventions or refer the student to the EC team for further evaluation.

Q141.Attach Appendix C: 9-12 Core Content Electives Provide a visual description of what courses (both core content and electives) will be offered at the charter high school to ensure students meet the proposed charter school's graduation requirements. Please ensure the projected staff and budget aligns with the course offerings.

CCA electives will be dependent on student interest and staffing needs. A projection of course offerings is attached and may be adjusted as needed. At a minimum, courses will be offered so that students can meet the requirements for graduation.

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

Total Files Count: 6

Applicant Evidence:



Projected Course Of...

Uploaded on

4/26/2024 by Meg

Hayes



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Q142.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:



Uploaded on 4/8/2024

by Meg Hayes

Q143.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:



Uploaded on **4/8/2024**

by Mary Catherine

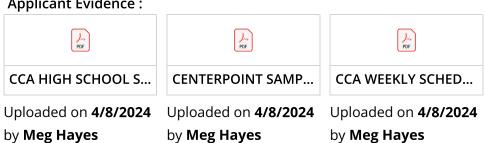
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Q144.Attach Appendix E: Daily and Weekly Schedule Provide a sample daily and weekly schedule for each grade band (K-5, 6-8, and 9-12) the school ultimately plans to serve.

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

Total Files Count: 15

Applicant Evidence:







10.2. Special Populations and "At-Risk" Students

Q145.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.

Centerpoint Classical Academy will use a Multiple-Tiered System of Support (MTSS) process to address the academic needs of low-performing students. The School Support Team (SST) uses a MTSS for prevention and early intervention to provide struggling students with the needed support to improve learning proficiencies and outcomes. Struggling students are identified by teachers through classroom assessments, progress monitoring, observations, and/or benchmark assessments.

Tier 1: Student achievement and growth are closely monitored by teachers. Students receive high-quality and research-based instruction in all curriculum areas. If 80% of students do not meet the standards during Tier 1, instructional modifications will be made in this tier. 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: This level of instruction and intervention is provided to students who are not meeting grade-level standards through core instruction. Interventions will be provided in addition to core instruction and occur outside the CI block. Tier 2 interventions are provided to small groups of students outside of the CI block time. For example, a 30 minute intervention time might be provided for a small group of students who are not meeting grade-level standards in 3rd grade language arts, or a remediation biology session may be scheduled for flex time. Continual review of student assessment data is used to determine the progress of individual students, and whether the interventions are effective. If not effective, a student may require a Tier 3 level of intervention.

Tier 3: This level of intensive intervention is set up for a small percentage of students who are not responding positively to general Tier 2 interventions. Before starting this Tier 3 level, additional targeted assessments may be required in an effort to isolate student deficits and determine intervention design. Instruction in the Tier 3 interventions is explicit to the student's needs and designed to meet their specific deficiencies. The frequency, duration, and group size (not to exceed 3 students) determine the intensity of the Tier 3 interventions.

Q146.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, MLs, 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.



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Matthew Schneider has had experience working with special popultions in the college setting. Staff members of ATA have also had experience working with special populations as teachers and administrators. To prepare for opening, a licensed, highly qualified EC coordinator will be hired, as well as two licensed EC teachers. The EC coordinator will be tasked, at the direction of the principal, to review all records as they are received to check for any students who have already been identified with special needs. Parent questionnaires are also a part of the enrollment process and are helpful in identifying students with IEP, 504 plans, or ML needs.

CCA will also partner with a provider who will help with related services and be ready to serve students on the first day. The transportation provider will be ready to handle any last minute transportation needs for students with transportation written into their IEPs. Other contingency plans, developed by the principal and EC coordinator, will be in place before school starts to ensure that all student's needs can be met on the first day.

Q147.Explain how the instructional plan and curriculum will meet the needs of Multilingual Learners (ML), including the following:

- 1. Methods for identifying ML 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 ML students.
- 3. Plans for monitoring and evaluating the progress and success of ML students, including exiting students from ML services.
- 4. Means for providing qualified staffing for ML students.





Methods for identifying ML Students (and avoiding misidentification):

Multilingual Learners (ML) are primarily identified by the home language survey sent home at the beginning of the school year. Additionally, identification can be from a parent or teacher referral. Once a student is identified as possibly need ML services, the student will take the WIDA ACCESS placement test to determine potential Limited English Proficient (LEP) status. Parents will be an integral part of this process and consulted throughout each step.

When appropriate, a contracted ML teacher will work with our students and staff to determine strategies to possibly include the following:

- Individual or small group pull-out sessions
- Differentiated instruction within core classes
- Instructional materials provided in a student's primary language
- Before and after school individual or small group tutoring
- Ongoing monitoring of student progress will occur by the contracted ML teacher and CCA teachers.

Students will be tested periodically to evaluate their progress and determine if they continue to qualify as an ML.

If students are not making adequate progress, additional strategies and interventions will be sought and implemented. Staff will continually communicate with the parents regarding the student's progress with strategies and interventions put in place.

Q148.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.

Centerpoint Classical Academy will not have a specific or separate intellectually gifted program. Instead, CCA plans to provide a challenging, academically rigorous program to all students and develop instruction to meet the needs of each student. For Grades K-8, the Core Knowledge curriculum provides a strong base of content that is sequenced to provide a solid background of knowledge and student growth. Classroom differentiation of instruction and acceleration will also help meet the needs of gifted students. CCA's move-up math program will challenge intellectually gifted students with the opportunity to progress in higher levels of math beyond their grade level. For Grades 9-12, the courses of leveled rigor will help meet the needs of gifted students. Students will be able to take honors and AP classes to meet their individual level of rigor. Advanced students will also be able to take advantage of online course offerings through various providers.





10.3. 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.

Q149.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.

During the Centerpoint Classical Academy enrollment process, parents will have the opportunity to provide information regarding specific IEP and 504 plans for their child. In addition, CCA EC staff will be responsible for reviewing records from a child's prior school, when transferred, to determine any existing IEP and 504 plans. The EC team will alert administration and staff of IEP's and 504's at the start of school and ensure compliance with existing plans.

CCA will hire or contract with licensed and highly qualified special education teachers. The annual staff training will include laws and processes to ensure compliance with the 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.

Q150.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.



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The School Support Team will help identify students who may be eligible for special education services. Referrals will come from teachers, parents, staff, or administrators to the School Support Team (SST) where a preliminary evaluation will occur. The SST will make recommendations and obtain support from a student's parents to develop a preliminary plan.

Recommendations may be research-based classroom interventions or further formal evaluations.

Further formal evaluations will be performed by EC staff or qualified contracted personnel. Once intervention plans are developed in partnership with EC staff and parents, they will be implemented and monitored. If the interventions are deemed ineffective, the SST will reevaluate and work with the EC team and parents to determine the next steps and intervention strategies. In all steps, the parents and EC teachers will be informed, consulted, and included, along with the SST. The SST will continue to monitor all student outcomes until students meet expectations and can exit the program or be recommended for evaluation by the EC team.

Q151.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)



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All student records will be kept in a secured location and maintained with confidentiality. The Student Records Policy with a prescribed Procedure for the Security of Student Records will be implemented.

Requesting Records from previous schools

Centerpoint Classical Academy will request student records from previous schools during the enrollment process. Staff will be diligent to process incoming records and store them in a secured location. Parents will be notified once student records are received and processed for placement at CCA.

Record Confidentiality (on-site)

Once a student's records are received, they will be securely stored per the Student Records Policy and treated with strict confidentiality. Staff will attend annual training on student confidentiality laws and sign an annual agreement to ensure adherence.

Exceptional Children's (EC) records will be reposed separately from Regular Education records. EC records and those with a 504 plan will be reposed in secured cabinets in a locked dedicated records room.

Staff will follow school procedures for checking out and returning records. Records are to remain in the building, never to be taken outside the school building. Records must be returned the same day of check-out to their secured location. Records must be signed out in the secured Student Records Log. When student records are returned to the secured records room, the Student Records Log must again be signed by the staff member to reflect the date and time of the return.

Record Compliance (on-site)

All student records will be properly managed and in compliance with NC policies. In particular, EC and 504 plans will have an annual internal audit. The audit will be completed by EC staff and the principal or designee to ensure compliance with the IEP or 504, CCA Board Policies as well as state and federal rules and regulations. Records audits will be maintained in the secured records room. The audit report will be reviewed by CCA leadership (Principal, Assistant Principal, Instructional Coaches, and EC staff) and presented to the board annually. The next steps will be determined and implemented as needed based on audit findings.

Q152.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, CCA will educate students in the least restrictive environment with their non-disabled peers. When daily CCA instruction 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. CCA 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:

- Inclusion services, where students are given additional assistance in the regular classroom settings
- Resource room for students to be instructed either individually or in small groups
- Separate Setting, a special education classroom outside the general education classroom
- Supplemental materials that better meet the needs of the student while still providing access to the core content
- Additional resources or instructional supplies as needed

Q153.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?

CCA's core strategy is to ensure that students with disabilities have access to the general education curriculum in the least restrictive environment with their non-disabled peers. In the cases when a student requires individualized instruction in a resource room, EC teachers will assess the student, review the IEP, and develop a strategy to learn expected competencies. These strategies might include core phonic learning, look-cover-write-check, storytelling, Venn-diagrams, concept mapping, etc. If further support is needed, EC staff will continue with one or more of the following:

- Supplemental materials that better meet the needs of the student while still providing access to the core content
- Additional resources or instructional supplies as needed
- Separate Setting, a special education classroom outside the general education classroom

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. All EC teachers will be highly qualified and possess a North Carolina Special Education teacher certification. In addition, the EC teachers will be qualified to deliver the core curriculum to students with any identified disability.





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 that are required by the IEP. Administrators shall perform regular scheduled instructional classroom audits to ensure fidelity to each student's IEP. Case managers will inform parents at least quarterly of student IEP progress and of any FAPE concerns.

Q155.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 teachers will be responsible for monitoring and ensuring the implementation of the IEP. The parents will be involved in the development and any adjustments made to the plan. Individual student IEP meetings will have an EC staff member, administrator, teacher, parent, and related services representative (as needed) to evaluate the results of the plan and make necessary updates and adjustments Classroom teachers will receive intensive and ongoing training to give them the skills needed to support the EC team and meet the requirements of all IEP's. Compliance with IEP plans will be monitored and included as part of each teacher's evaluation.

Q156.Describe the proposed plan for providing related services and to have qualified staffing adequate for the anticipated special needs population.

Based on an estimate of a special need's population of 12% (consistent with local charter schools), CCA will hire two full-time EC teachers the first year. As the EC population grows, the budget includes additional EC personnel and resources. If the EC population is larger than expected, CCA will accelerate the hiring of additional EC personnel. CCA will hire EC staff who hold a North Carolina Special Education teacher certification license along with proven professional experience and excellent references. Ongoing training of staff will occur each year before the start of school and throughout the year. The EC Professional Learning Community will work with teachers on a regular basis to meet the needs of all students.

In addition, CCA will employ related service experts through Kerr Connect (https://www.kerrconnectus.com (https://www.kerrconnectus.com)) including but not limited to: Speech, OT, PT, School Psychology and Social Work. Other services that will be contracted as needed include Board Certified Behavior Analysts, Audiologists, Vision and Hearing-Impaired Specialists.

10.4. Student Performance Standards

Q157.Describe the student performance standards for the school as a whole.



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Centerpoint Classical Academy will provide a rigorous classical education for students grades K-12 that will prepare students for a lifetime of achievement. Students and staff will be expected to display honorable character, personal & academic growth, and professionalism each year at CCA. CCA anticipates a student population with a wide range of experiences, abilities, and backgrounds from the High Point/Jamestown community.

The Centerpoint Classical Academy student academic goals are as follows:

- 1. CCA students will attain at least one year of growth each school year.
- 2. CCA students who have been enrolled for three or more years will be at or above grade level proficiency.
- 3. CCA students in grades 3-8 will achieve the following proficiency: (Measured by EOG Scores)

Year 1 - Reading 53% Math 50%

Year 2 - Reading 55% Math 54%

Year 3 - Reading 58% Math 59%

Year 4 - Reading 61% Math 64%

Year 5 - Reading 65% Math 68%

4. CCA Students will demonstrate responsibility for their behavior and the school will have the following first-time discipline referrals:

Year 1 - 20%

Year 2 - 18%

Year 3 - 16%

Year 4 - 14%

Year 5 - 12%

5. CCA high school will achieve a graduation rate of at least 90% and a college acceptance rate of 90% by the time the first class of seniors graduate.

Q158.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 North Carolina state-required tests, CCA will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) two or three times per year to students in grades 2-8. For grades K-1, CCA will administer the NWEA MAP for Primary grades.

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 across all grade levels will also use regular common assessments to measure student learning and adjust instruction as needed. Grade level and subject level Professional Learning Communities (PLC's) will meet to review aggregate student data to evaluate strengths and weaknesses and plan for additional and modified instruction as needed to improve student achievement.

Q159.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. CCA's policy will be 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.

Q160.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.



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The following are exit requirements for students leaving 12th 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 science topics
- Students will have mastered grade-level and age-appropriate math skills and have completed at least one math above Algebra II

CCA's graduation requirements are designed to ensure that graduates have those competencies and are ready for any post-secondary endeavor that they pursue.

With the help of the NWEA, as well as other assessments, students who are at risk of not meeting the objectives to successfully graduate will be identified early, usually in previous grades, and appropriate interventions will be put into place to help the student achieve the goals to graduate on time. When needed, Personal Education Plans (PEP's) will be used early on when a student is atrisk.

If a student has either an IEP or a 504 plan, the support and consent of the EC staff will be obtained for any decisions regarding promotion, retention, and graduation. Consideration will be given to the student's plan and accommodations.

10.5. School Culture and Discipline

Q161.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.



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The culture of Centerpoint Classical Academy will be a welcoming and professional classical education environment for all students, parents, staff, and stakeholders. The ethos will be a positive climate with high standards of character, academic growth, and service.

The CCA values and behaviors will reflect the following:

- Respect for others, the school, the community, and ourselves.
- Responsibility for others, the school, the community, and ourselves.
- Awareness of and dependence on common courtesy and manners.
- Commitment to serve the school and community through learning and civic engagement.
- Genuine thirst for and appreciation of knowledge.
- Ongoing diligence towards individual academic growth.
- Honesty and trustworthiness in all matters, both personal and public.
- Polite and honest discourse.
- Active courage to do what is right.

Q162.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.



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The CCA staff will model the core values and professionalism daily. The foundation starts with the staff's core values and educational skills. At the beginning of the school year, staff will participate in 8 days of training before the start of school. Training activities will include team building, classical curriculum materials (CK, CKLA, CKS, Saxon Math, Shurley English, etc.), instructional design, classroom management, effective PLC management, EC-IEP/504 use, and policies & procedures.

At the start of school, an open house will be held for students to become acclimated with the school building, classroom assignments, and teachers. A parent orientation at the start of school to review school policies & procedures, and introduce staff will also be held.

In the first two weeks of school, time will be set aside daily in classrooms to introduce students to the school culture, ethos, expectations, policies, and procedures. Students will practice procedures such as emergencies, fire drills, lining up, walking through the hallways, and specific classroom processes. Teachers will also facilitate team-building activities for students to get to know one another.

Students will attend daily assemblies during which they will learn the school culture, ethos, and expectations. The assemblies will include the Pledge of Allegiance, a school creed, a character lesson, a celebration of an achievement, and other topics that the principal deems germane to the establishment and reinforcement of the school culture. Daily classroom instruction will start with teachers greeting each student at the classroom entrance with a welcoming demeanor then continue with an organized lesson plan, engaging instructional activities, and educational resources for all students. Teachers will also lead students daily in demonstrating CCA's values and behaviors.

Q163.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.



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Practices that promote effective discipline

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 CCA Board. 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 CCA 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 that all 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 life.

Disciplinary Process

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 the student to 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 extracurricular activities. Examples of Level 2 behavior include non-compliance with dress code, disrespect, disruptive behavior, and leaving the classroom without permission.

Level 3:

The 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 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, and destruction of property.

Level 4:

The Level 4 behaviors are defined as those that have escalated and repeated following a level 3



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referral or an extremely severe infraction. Level 4 referrals will be adjudicated by the principal who may recommend a long-term suspension or expulsion (where allowable) to the Board. Examples of Level 4 behavior include making threats to others, assault, or possession of drugs or weapons.

Discipline for Special Needs Students

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 disability. If a manifestation is determined, the team will decide on a plan designed to prevent such behavior in the future. If no manifestation is determined, the principal will use the Code of Student Conduct to determine an appropriate consequence. CCA will be in compliance of N.C. Gen. Stat. G.S. 115C-390.4.

Policies and Procedures on Student Conduct

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 over 13 years of age 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. Stat. 115C-390.7, 115C-390.10, or 115C390.11.

10.6. Certify

Q164. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

O	Yes

No



NC Public Charters



Q165.Explanation (optional):

The CCA board submitted an application under the same name in 2022. This charter application has been revised to reflect the feedback from CSAB, community interest surveys, and stakeholder input. CCA is modeled after other successful charter schools that share core programmatic elements, including Legacy Classical Academy, Cornerstone Charter Academy, Piedmont Classical High School, and Revolution Academy.

American Traditional Academies has supported other applications and, where programs, processes, and structures overlap, those application may share common language and ideas.





11. Governance and Capacity

11.1. School Governing Body

Q166.Organization Street Address (if you have one)

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

3607 Birdsong Court Summerfield, NC 27358

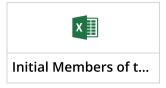
11.2. Governance

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.

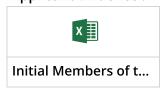
Q167.Using the attached resource as a template, please complete the table depicting the initial members of the nonprofit organization.

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

Resources



Applicant Evidence:



Uploaded on

4/26/2024 by **Mary**

Catherine Sauer

Q168.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 CCA board will be a governing board who sets the policies, vision, and framework for the school. The board will approve the annual budget, and any subsequent revisions, approve the hiring and dismissal of teachers, approve the School Improvement Plan (SIP), handle grievances, and oversee the performance of ATA. The board has contracted with American Traditional Academies (ATA) to oversee the day-to-day operations of the school, within the policies, budgets, and framework that the school board sets. ATA will be responsible for operating the school in compliance with the charter, NC law, SBE policies, and CCA board policies. ATA will provide the board with regular updates, data, and reports that will keep the board informed and allow the board to have all of the information that they need to make sound, reasoned decisions.

Q169.Describe the size, current and desired composition, powers, and duties of the governing board.

The governing board will consist of 5-7 members, at least one of whom will be a parent of a Centerpoint Classical Academy student. Currently, the board has 5 members with experience and expertise in governance, finance, business, education, and education administration. Two of the board members, Doug MacColl and Matthew Schneider, are also on the board of Liberty Charter Academy which will open in 2025. Having board members with charter board experience will help ensure that the CCA board operates efficiently, using best practices, and can govern effectively. Four of the board members live in and are very involved in Guilford County and one board member, Katharine Frazier, lives in nearby Alamance County. Having a board member in a neighboring county will give CCA important insight and contacts from an area from which students are expected.

The board is responsible for providing governance for the school and oversight of American Traditional Academies. The governing board will set the policies, vision, and direction for the school, approve teacher employment and terminations, approve the school's budget, enter into contracts, and hear grievances, while ATA manages the day-to-day operations in accordance with the board policies.

Q170.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 CCA board has a diverse set of skills and competencies.

Matthew Schneider is a professor and administrator at High Point University who brings a vast understanding and appreciation of classical education. Matthew's years of experience teaching freshmen classes has solidified his belief that a quality foundational education is imperative for students no matter what they do after high school. It has also demonstrated to him how over the years many schools have graduated students who are ill prepared for the pursuit of higher education. Matthew's experience on the Liberty Charter Academy board will help prepare him to help the CCA board operate effectively.

Tim Andrew, a retired Marine, has leadership, governance, and logistics experience. He currently serves on the High Point City Council.

Katharine Frazier has experience in finance and is adept at working with budgets. She is also lifelong learner and a parent who is very familiar with the Core Knowledge curriculum and excited to bring a classical option to parents.

Charles Davenport is originally from Guilford County and though he lives in nearby Forsyth County, he maintains strong ties to Guilford County. In addition to his vocation, Charles is a writer who continues to write a regular column for the Greensboro News and Record.

Doug MacColl's experience in sales and as a charter school parent will give the board a valuable perspective. He also serves on the board of Liberty Charter Academy, where he has taken the lead in learning the ins and outs of charter governance. Doug's willingness to learn and teach others will be an asset to the CCA board.

Q171.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 ATA comes with specific charter school experience. The combination of a strong governing board and an EMO with on-the-ground experience in successful charter openings and operations will ensure CCA's successful opening and operation.

The school principal will be directly supervised, supported, 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 performance and the school's operations. The rubric for feedback includes questions about how the school and ATA are meeting or not meeting expectations in regard to all of the school-wide goals that are part of the School Improvement Plan that the board approves 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 board of directors and at least one parent on the School Improvement Team. Board members will be accessible to parents and community members through email, at events, 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.

Q172.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?

The current board members were chosen for their long-term commitment to civic engagement, their competence, their proven track record of good decision making, and their dedication to their communities.

Matthew Schneider was interested in getting involved in K-12 education and charter schools in particular. He approached Mary Catherine Sauer who put him in touch with other board members. He got to know the board members of other ATA applicants and when there was an opening on the Liberty Charter Academy he jumped at the chance to participate. He currently serves as the chairman on the Centerpoint board and was involved in recruiting the other board members.

Any vacancies will be filled from interested, qualified candidates recruited by the current board members.

Q173.Describe the group's ties to and/or knowledge of the target community.



NC Public Charters



Four of the board members have deep ties to Guilford County, having represented them in local government, lived and worked in the area, and volunteered in various ways throughout the community.

One board member is actively involved in the neighboring county of Alamance, where CCA expects to attract students as well.

Q174.Outline the strategic board calendar detailing how often the board will meet according to the bylaws established.

The CCA board will hold at least 11 monthly board meetings, open to the public with a time for public comments. They will have an annual meeting in June of each year.

Q175.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 Centerpoint Classical Academy program. CCA board members will receive ongoing training, facilitated by ATA, as part of the regular monthly board meetings, as well as annually at the board retreat.

Topics of board training include governance, best board practices, case studies of other charter schools, NC charter law, open meetings law, public records law, leadership, EC procedures, budgeting, and charter school finance.

As part of the board commitment that each board member signs, board members agree to attend school events and participate in board meetings and training.





Q176.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 CCA 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 they may have a conflict of interest, has a requirement that each board member discloses any possible conflict that may arise, and requires board members to sign an annual conflict of interest statement disclosing any possible or potential known conflict.

There are no known existing relationships that could pose actual or perceived conflicts of interest should the application be approved.

Q177.Explain the decision-making processes the board will use to develop school policies.

The CCA board, with the support of ATA, will be intentional and deliberate in its decision-making. Information will be gathered from a variety of sources, decisions will be carefully considered after discussion and debate, and votes will be taken at properly called and noticed meetings. Consideration will be given to staff and ATA recommendations, feedback and practices from other high-performing charter schools, input from committees where appropriate, relation to mission, impact on students and instruction, and impact on the budget.

Q178.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.

CCA will use a School Improvement Team (SIT) to keep the school mission-focused and continuously improve operations, processes, and procedures related to students and teacher 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 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.

Q179.Discuss the school's grievance process for parents and staff members.



NC Public Charters



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 his or her supervisor at ATA. If the supervisor, or ATA, does not resolve the issue to the parent's satisfaction, the grievance may 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.

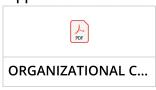
If a staff member has a grievance, he or she may file a grievance with the principal, or with the principal's direct supervisor if the grievance is with the principal. If the staff member files a grievance with the principal and he or she cannot resolve the grievance to the staff members' satisfaction, the grievance may escalate to the principal's supervisor at ATA, and then 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.

Q180.Attach as Appendix G Organizational Chart

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

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

Applicant Evidence:



Uploaded on 4/8/2024

by **Meg Hayes**

Q181.Attach as Appendix H Charter School Board Member Information Form and Resume

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

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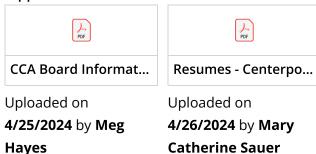
NC Public Charters







Applicant Evidence:



Q182.Attach Appendix I For Each Board Member

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

2024 Charter School...

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

- Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).
- Background check must include any additional aliases that have been used by the individual.
- Background check must include a completed county level check for any county returned in the Social Security Trace.
- Background check must include a completed nationwide check.
 - Upload Required File Type: pdf, image, excel, word, text Max File Size: 30

 Total Files Count: 50

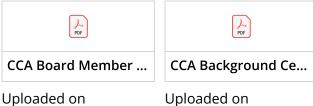
 Resources



NC Public Charters



Applicant Evidence:



Uploaded on

4/25/2024 by Meg 4/25/2024 by Meg

Hayes Hayes

Q183.Attach as Appendix J Proposed By-Laws of the Nonprofit Organization or Municipality The proposed by-laws, which must include a Conflict of Interest Policy for board members and a stated commitment to the NC Open Meetings Law.

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

Total Files Count: 3

Applicant Evidence:



Uploaded on 4/8/2024

by Mary Catherine

Sauer

Q184.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:



Uploaded on **4/8/2024**

by Mary Catherine

Sauer

11.3. Staffing Plans, Hiring, and Management





NC Public Charters



Q185.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



Applicant Evidence:



Uploaded on **4/8/2024** by **Mary Catherine Sauer**

Q186.Staffing Plans, Hiring, and Management Explain the board's strategy for recruiting and retaining high-performing teachers.





The Centerpoint Classical Academy board, ATA, and the principal will pursue excellent teachers for every classroom using a series of strategies to aid in recruitment and retention. Those strategies include:

- **Professional teacher recruitment process.** The CCA administration will thoroughly review each applicant's formal education, references, and work history in education, private industry, government, and other related career experiences that will benefit the diverse experiences of students at CCA. Qualified candidates will participate in an interview process that will involve a committee of stakeholders to ensure that multiple perspectives are considered. Pre-hiring activities may include small tasks or teaching of sample lessons. The principal's final recommendations will be forwarded to the board for approval.
- Commitment to providing excellent teaching resources. Educators will be successful with the CCA curriculum and with student relationships. Because CCA has a solid curriculum identified with CK, CKLA, Saxon Math, and Shurley Grammar, teachers will not have to use the internet to search for instructional resources and can spend time developing relationships with students and channeling their learning needs.
- **Purposeful work that creates a culture of excellence.** The CCA principal will work diligently to promote a culture with staff, students, and the CCA 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 outcomes. Leadership will encourage open and honest communication that builds trust within the CCA staff.
- Professional and effective teacher professional development. CCA's instructional coach will work to develop meaningful, relevant, timely, and measurable professional development programs and strategies that ensure equity of teaching and progress in student growth. A continual reflective approach on strategies will allow for sharing of strengths and weaknesses with instruction in inclusive PLC settings. The school calendar will have Staff Development days throughout the year along with vertical and horizontal peer observations so that teachers can learn from each other and grow in their craft. Teachers will also receive thorough curriculum and instructional training at the start of each school year to ensure confidence and proficiency in delivering instruction to students.
- Valuing teacher input. Teachers will have input into the decision-making process at CCA and have opportunities to participate in the School Improvement Team (SIT), the Parent Teacher Organization (PTO), hiring, school committees, and board committees. Staff members will participate in anonymous surveys twice per year to gather important information that will be used in decision making.
- **Rewarding excellence.** Teachers and staff members will be eligible for merit-based raises and bonuses at the end of each year, budget permitting. Outstanding teachers will also be recognized throughout the year during assemblies and other special gatherings.

Q187.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.

Upon approval, ATA, with the advice and cooperation of the CCA board, will conduct a search for an experienced school leader. ATA will be looking for someone who is capable of leading the exceptional staff, adeptly administering the budget, and being the instructional leader for grades K-12. Leadership and school-based experience will play a large part in evaluating the candidates.

Whichever leader is hired will benefit from the development and support of ATA. Staff members of ATA have extensive experience in educational leadership and development, and setting up and opening high-quality charter schools in Guilford County.

Q188.If the school leader has been identified, attach the school leader's one-page resume as Appendix O.

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

Applicant Comments:

N/A

Q189.Provide a description of the relationship that will exist between the charter school employees and the school's board of directors.

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





Q190.Outline the board's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

may be dismissed with the board's approval.

The principal will primarily be responsible for recruiting and vetting potential employees. Procedures will include interviews with other staff members, checking references, and performing criminal background checks. Recommended teacher candidates will be presented to the board for approval. Every position will be conditional on a favorable background check. Similarly, the principal, as the supervisor of all staff members, will be responsible for the development and

supervision of employees. If, after reasonable efforts to help an employee meet expectations, the principal concludes that dismissal is in the best interest of the school and students, the employee

Q191.Outline the school's proposed salary range and employment benefits for all levels of employment.



NC Public Charters



CCA knows that to attract and retain the best staff, salaries need to be competitive. The following ranges are based on current Guilford County Schools and local charter school's salaries.

Principal \$90,000 - \$120,000

Assistant Principal \$75,000 - \$89,000

Instructional Coach \$63,000 - \$74,000

EC Teachers \$47,000 - \$58,000

Operations Manager \$49,000 - \$59,000

Clerical \$32,000 - \$48,000

Teacher Assistants \$32,000 - \$38,000

Classroom Teachers \$47,000 - \$62,000

Specials Teachers \$45,000 - \$61,000

Instructional Support (Tutors, Academic Advisors) \$36,000 - \$51,000

Student Support Specialist - \$ 38,000 - \$50,000

Custodian \$30,000 - \$36,000

Each full-time employee will be offered a comprehensive healthcare plan with optional additional coverages; employer provided short-term disability, long-term disability, and life insurance; and a retirement account with a matching employer contribution.

The goal of the CCA salary ranges is to hire the best possible personnel at competitive salaries. Average salaries have been used for budgetary purposes. The CCA budget also accounts for annual merit-based raises.

Q192.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 may be submitted to the principal's immediate supervisor at ATA. If the employee is still not satisfied then he or she can submit a grievance 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 CCA, 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 a teacher will rest with the Board of Directors

Q193.Identify any positions that will have dual responsibilities and the funding source for each position.

As with many public charter school employees, many CCA 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 EL 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.

Q194.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 charter schools in the area, the anticipated EC population is 12% of ADM, or 34 students the first year. Centerpoint Classical Academy has budgeted for two full-time, experienced, licensed, highly-qualified EC teachers to serve those students. Additionally, CCA has budgeted for contracted related services for EC students such as speech therapy, occupational therapy, and psychological services. The budget increases over time for EC as the ADM increases.

Because of the challenging nature of the CCA program, the commitment to a comprehensive core curriculum, and the ability to differentiate to meet students' various academic needs, CCA does not intend to hire any staff specifically for gifted students.

As soon as CCA enters the Ready to Open process, ATA and the CCA administration (when hired) will begin searching for qualified EC teachers, following the same hiring procedures that will be used for other positions.





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 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 CCA 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 is 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 CCA and be willing and able to work collaboratively to achieve the school-wide goals. A bachelor's degree and leadership experience is 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 CCA 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 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 CCA community. All teachers must have a complete understanding of the curriculum, or be willing and able to learn, and a bachelor's degree. Licensed teachers are preferred.

Specials Teachers: Specials teachers will be responsible for teaching their specialized curriculum to students across grade levels. They must work closely with the grade levels to align their instructional materials with each grade level's domains. They must also maintain safe and orderly classrooms, work collaboratively to further the mission and goals of the school, maintain accurate records, and contribute to the CCA 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.

Tutors/Interventionists: 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 an





understanding of the curriculum and a bachelor's degree. Teaching experience is preferred.

Academic Advisors: Academic advisors will work directly with students and their parents to appropriately plan course selections, aid in the college admission process, support students who struggle academically, advise students about post-secondary options, and contribute to the CCA community. A bachelor's degree is required. Experience with high school advising is preferred.

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

Operations Manager: The operations manager will work closely with ATA staff to facilitate purchasing, invoicing, payroll, and inventory. He or she will also help with on-site management of student data, attendance, communications, and oversight of office procedures, as well as manage other office functions and supervise clerical support staff. He or she will have a bachelor's degree. Experience in financial or business management is preferred with extensive experience using Microsoft office software.

Student Support Specialist: The student support specialist includes responsibilities of school counselors, nurses, social workers, and candidates with those qualifications may be employed in these positions depending on the school's needs. A Student Support Specialist will serve and support students and their families in a variety of capacities. He or she will serve as the point of contact for community resources and facilitate securing parent and student support when needed. He or she will ensure health and safety procedures are followed, support students in need of additional health, social, and emotional support, and help teachers and other staff members in supporting the social and emotional needs of the students. A bachelor's degree is required. Experience in the medical field is preferred.

Clerical Support: The clerical support personnel will greet students and visitors and manage the front office duties. He or she will have an associate's degree or two years of higher education. A bachelor's degree is preferred.

Custodian: The custodian will clean and maintain the school facility during the day. He or she will coordinate with the night cleaning crew to ensure that the facility stays clean and inviting.

11.4. Staff Evaluations and Professional Development

Q196.Identify the positions responsible for maintaining teacher license requirements and professional development.

The principal will be responsible for helping teachers meet and maintain licensure requirements. With the support of ATA, the principal will ensure professional development is provided to all staff, and track staff development credits for the purpose of teacher licensure.





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.

Mentoring, retaining, and evaluating high-quality staff is a priority for CCA. Each staff member will understand the roles, responsibilities, and expectations of their position and the importance of ongoing professional growth, training, communication, relationships, and job performance.

The CCA instructional coach will serve as a mentor to all teachers. Additionally, new teachers will be assigned experienced teachers to serve as mentors. An important aspect of development is the formal and informal observation process.

Formal observations will be conducted in several different ways. First the principal and assistant principal will conduct formal observations at least once per semester. These observations will be followed up with feedback in a post-observation meeting with the administrator and teacher. Additionally, administrators and the instructional coach will conduct informal walk-throughs at least twice per quarter. Feedback from the informal walk-throughs will be given to the teacher on a paper form with a checklist of areas observed and brief comments. CCA will develop and follow a Beginning Teacher Support Plan to ensure that beginning teachers have the support and development that they need, as well as the requirements to pursue and maintain licensure.

CCA's staffing goal is to recruit and retain high-quality staff. Teachers will be represented on the School Improvement Team (SIT), Parent Teacher Organization (PTO), principal's hiring committee, and various board committees. Informal observations will occur with regular weekly walkthroughs by the Instructional Coach and Administration. Licensed teachers will be formally evaluated using NC Educator Effectiveness System (NCEES) tools and schedules.

CCA's working environment will encourage open dialogue, best practices, teamwork, trust, respect, professionalism, and a commitment to excellence. PLC grade-level communities will solidify educator competencies, curriculum design, instructional practices, and team camaraderie. CCA will strive to pay staff competitive salaries and prioritize ongoing training, coaching, and development.

Q198.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.





CCA's staff development will include four distinct areas of development: formal, informal, small group, and observational.

Formal: The formal, school-wide development will be delivered internally, by administrators, instructional coaches, or external experts, on a specific topic. Formal development will include the 8 professional development days before school starts, 4 scheduled PD days on the school calendar, and 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. Ongoing observations coupled with feedback from the administration and the instructional coach will provide further valuable professional development for CCA staff.

Small Group: Teachers will be assigned to a Professional Learning Community (PLC) and attend weekly meetings. The PLC serves as an instrument for grade-level teams to use student data to create and evaluate their lessons, plans, and instruction. The instructional coach and administrators will facilitate some of these meetings to ensure maximized time and instructional improvements.

Observational: Observations will be used for both individuals and PLC groups. Scheduled days will be set aside for vertical and horizontal peer observations so that teachers learn from one another and lead by example. The instructional coach will facilitate discussions with the observers after the observations and follow up with summaries of best practices to share with the CCA PLC's.

Q199.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.



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The CCA staff development calendar includes 8 days of high-quality induction training before the first day of school.

This training will involve a combination of professional external and in-house instruction. The external instructors will be included in the management company fee. For year 1, the training for K-5 will be combined. Following is a summary of planned PD topics:

- Classical Instruction 1/2 day
- Core Knowledge curriculum 2 days
- Domain Mapping 1 day
- EC Training 1 day
- Health and Safety (epi-pens, allergies, bloodborne pathogens, safety procedures, diabetes) 1/2 day
- CCA Orientation (calendar/communication/policies/procedures/evaluations) 1/2 day
- NWEA testing 1 day
- Power School 1/2 day
- Saxon Math/Shurley English 1 day

Q200.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 CCA induction training is 8 days before classes begin in August. In addition, 4 additional staff development days are reserved on the annual school calendar. External experts will be used as needed, as well as internal staff to lead professional development topics during the staff development days.

Centerpoint Classical Academy staff meetings will be held twice a month after school, 45-90 minutes, in which we will share best practices, curriculum, MTSS, and other critical information or training as needed. During the school day, there will be guided peer observations with individuals and teams. These peer observations will give all teachers the chance to learn from the best and most experienced educators.

The instructional coach will provide on-demand coaching, as needed, and mentoring depending on the specific needs of each teacher. The grade level weekly PLC team meetings will also serve as a conduit to professional development. Lastly, individual teachers and administrators will engage in self- paced training for specific curriculums, health, safety, and other videos as part of their annual ongoing professional development needs.

The CCA professional development goal is to provide ongoing individual, small group, and whole-group training so that educators do not have to attend summer PD, and that they earn CEU's needed for licensure throughout the school year.





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.

Q201.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)).

CCA has a specific marketing plan that will help reach the goal of reflecting the racial/ethnic demographics of Guilford 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 have mailings and outreach, while additional bus stops will be chosen based on student enrollment.

CCA will reach out to a wide variety of community organizations that serve students of varied backgrounds, including community centers, YMCA, churches, and daycares.

Q202.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 CCA, the specific marketing plan is designed to reach a large community. The marketing plan includes attending community events, paid advertising, social media, direct mail, email, and more.

Once prospective parents hear about CCA, the website, social media, and information meetings will inform them of the particular program that makes CCA a great choice for their children's classical education. For ongoing direct communication, CCA will use email, text messaging, and voice messaging to keep parents and other members of the community informed about school status and events.

ATA and the CCA board will work together to ensure marketing efforts are executed well and adjusted if the enrollment targets are not met.

Q203.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



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and demonstrate suitable recruitment and enrollment practices over time.

American Traditional Academies, with cooperation from the board, will be responsible for the marketing of the school. The CCA board will approve the detailed enrollment plan, carefully monitor the application and enrollment benchmarks, and participate in various events. The principal and administrative team will be participants in the execution of the marketing plan. Following is a base marketing plan from the time CCA is approved to the opening in Fall 2026.

Application Targets						
Month	September	October	November	December	January	
Goal	50	100	200	300	400	

Category	Strategy	Timeframe
Social Media	Frequent posts across platforms including activities, pictures, and program information	Ongoing
Information Meeting	Once or twice per month at various locations	September 2025 – February 2026
Direct Mail	Targeting specific communities that will help achieve the targeted population	October 2025 – January 2026
Advertising	Billboards and other ads designed to reach a broad audience	October 2025 – February 2026
Community Events	Attend festivals, parades, etc.	September 2025 – August 2026
Community Outreach	Distribute flyers and brochures	September 2025 – February 2026

Q204.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 atrisk of academic failure. If your school has a specific area of focus, describe the plan to market that focus.



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The CCA target, in the Southeast area of Guilford County, has a wide variety of household incomes, student academic achievement, student disabilities, EL, and life-family experiences that will be reached when targeting a 15-mile radius from the potential site. CCA 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. In addition to direct mail, CCA will provide information to local area community centers, YMCA's, daycare centers, and churches, as well as social media efforts to reach families of students ages K-5 for the start-up. After year one, CCA will continue to reach out to the community, hold open houses, market the school, and prepare for school growth.

Q205.What established community organizations would you target for marketing and recruitment?

CCA will target daycares, after-school care facilities, community centers, and youth sports venues with flyers and advertising. CCA will also seek to work with local churches and religious establishments to hold interest meetings and speak to a wide variety of congregants.

11.6. Parent and Community Involvement

Q206.Describe how you will communicate with and engage parents and community members from the time that the school is approved through opening.

CCA will communicate and engage with parents and community members from the time the charter is approved until opening day. CCA will hold information meetings, spirit nights, and have up-to-date information on its website and social media platforms. The principal will send ongoing email communication monthly to interested and committed families from the time of approval, and then weekly in the 90 days before opening day. Once the lottery is held and students are enrolled, parent advisory committees will be formed, and CCA staff will help support and facilitate the formation of the PTO.

Q207.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 CCA mission, parental partnerships will be a large part of the school culture. Parents will be encouraged to volunteer in and out of the classrooms, welcomed into the building, and invited to actively participate in the PTO, and the SIT. The permanent K-12 facility will include a dedicated parent room where parents can gather, meet, volunteer, and be welcomed as a part of the community. ATA will facilitate a parent survey twice per year and the principal will review feedback with staff to make improvements and celebrate successes. Ongoing parent feedback is essential to building a strong school support system, academic growth, character, excellence, and community.





Q208.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.

CCA will hold town halls, open houses, parent nights, and student special events that will be open to parents and community members. Partnerships will be pursued with local community businesses, industry, and organizations to strengthen student learning. The community partnerships will allow students to engage with professional guest speakers, field trips, career and college fairs, and community-focused events. Community partnerships will include local businesses, service industries, and organizations.

As parents learn more about parenting, safety, academic programs, clubs, and the CCA school operations through CCA events and programs, they will be better equipped to truly partner with the school to the benefit of students and their academic achievement. Participation in these activities will build a strong camaraderie with students, staff, and community, and lifelong memories. Examples of programs and events envisioned at CCA are:

- Athletic sporting events (grades 6-12)
- Band & Choral concerts
- Curriculum Nights
- Open Houses
- Parent orientations
- CCA information meetings
- Talent Show
- Science Fair
- Career Fair
- College Fair
- Carnival
- Field Day
- After school clubs Scouts, Art, Dance, Music, Math, Reading, Science, FBLA, Chess, & other

11.7. Admissions Policy

Q209.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



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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
 - O No

Q210.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

Centerpoint Classical Academy aims to be an educational option for all students in Southeast Guilford County and surrounding areas. 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.

Q211.2) A thorough description of the processes and procedures the applicant intends to use to effectuate the lottery.





CCA 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. CCA will use the same criteria to determine economically disadvantaged status as it uses to determine eligibility for free and reduced lunch. Students who are given economically disadvantaged status are entered into the weighted lottery.

CCA will give preference to children and grandchildren of board members, children of full time staff members, and siblings of current students. After those students with preferences are offered spots, two lotteries will be held for the remaining spots. First, a lottery will be held for students who are economically disadvantaged for up to 20% of openings. If a student is not offered a spot during the weighted lottery, then that student is also entered into the general lottery.

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 all available spots have been filled, student names will be drawn and placed on an ordered waiting list for each grade.

After being offered a spot, parents will have one week to accept the spot, and two weeks to complete the initial 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.

Q212.3) The underlying research, pedagogical, educational, psychometric, and legal, that supports the request and the procedures the applicant is requesting.

The CCA 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, along with bus transportation and free and reduced lunch, will give traditionally underserved populations a better opportunity to access the kind of education that they deserve. It will also help ensure that CCA meets its goal of serving a diverse population.

Q213.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.

Assuming SBE approval, the open enrollment period will run from September 15, 2025 to January 31, 2026. During that time parents may apply online or in person at CCA 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.

After the open enrollment period and after students who have one of the board approved preferences have been placed, the lottery will be held in two parts. 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 be given one week to accept their spot and two weeks to complete the initial enrollment. 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. Any students remaining after all of the available spots are filled will be placed on a numbered waiting list.

During the lottery process, preference will be given to students who are children or grandchildren of board members, children of full-time staff members, and siblings of currently enrolled students, and a separate lottery will be held for 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 CCA. 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.

11.8. Certify

Q214. This subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.





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No

Q215.Explanation (optional):

The CCA board submitted an application under the same name in the 2022 cycle. This charter application has been revised to reflect the feedback from CSAB, community interest surveys, and stakeholder input. CCA is modeled after other successful charter schools that share core programmatic elements, including Legacy Classical Academy, Cornerstone Charter Academy, Piedmont Classical High School, and Revolution Academy.

American Traditional Academies has supported other applications and, where programs, processes, and structures overlap, those application may share common language and ideas.



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12. Operations

12.1. Transportation Plan

Q216.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





Transportation Overview

Many Centerpoint Classical Academy students will be driven to school by a parent or carpool. Clear procedures will be established and communicated with parents to make drop-off and pick-up smooth and safe for students and staff. For students who want a carpool, the school will help facilitate the process by helping parents access ways to get in touch with other parents in their area.

Centerpoint Classical Academy plans to contract with a local service provider for the operation of two buses to community stops. Each bus can transport 60-80 students, depending on the age of the students. As most CCA students will be in the lower elementary grades, the busses can accommodate the higher end of the capacity. Two busses will allow for the transportation of about 44% of the CCA initial student population. Preference for bus transportation will be given to students who are economically disadvantaged. The first-year budget includes \$110,000 for transportation, increasing in year two as additional students are served. The proposed contractor is an experienced service provider that provides transportation services to many area charter and district schools and follows applicable laws.

Special Transportation Needs

The service provider will also be able to transport EC students in the event that transportation services are needed to serve those students. The CCA budget includes a category called "other", listed under "professional contracts", to provide for additional transportation funds until additional EC funds are secured. In the event that CCA does not have enough funds to cover those costs, the management fee will be lowered to ensure that CCA is in compliance with all IEPs and meets the needs of all students.

Transportation Compliance

The administration will work closely with the service provider to monitor student transportation on a daily basis and resolve any issues as they arise. They will review the transportation plans yearly in collaboration with the service provider. Parents will sign a transportation agreement before using provided transportation. CCA administration will communicate regularly with the transportation service provider to ensure state and federal laws are followed daily as the safety of CCA students is paramount.

12.2. School Lunch Plan

Q217.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



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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.

CCA does not plan to participate in the national school lunch program, however, qualifying students will be given a free or reduced lunch through the CCA lunch program. Students who qualify for free or reduced lunches will be identified during the enrollment and onboarding process, with appropriate forms completed by parents.

Students may eat a packed lunch or one purchased from the lunch vendor for the day. A percentage of the sales of the vendor lunches will be used to offset the cost of the free and reduced lunches.

The CCA budget includes \$95,000 for lunches for economically disadvantaged students in year one and increases yearly with grade-level additions. The percentage of students that can be accommodated by the projected lunch program is about 40%.

12.3. 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

Q218.Complete the attached table, indicating the amount of each type of coverage as outlined in a quote obtained from an insurance provider.

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Resources

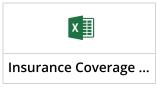




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Applicant Evidence:



Uploaded on

4/26/2024 by **Mary**

Catherine Sauer

Q219.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:



Uploaded on **4/9/2024**

by **Meg Hayes**

12.4. 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.

Q220.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



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12.5. Start-Up Plan

Q221.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 attached chart will serve as a guide for the pre-opening tasks from CSRB approval to June 30, 2026. The principal, with the support of ATA staff, will be primarily responsible for overseeing the pre-opening tasks. He or 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 American Charter Development or by other means at the discretion of the CCA board.

Applicant Evidence:



Start-Up Plan Cente...

Uploaded on

4/26/2024 by **Mary**

Catherine Sauer

Q222.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.



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The biggest challenges for any new school are:

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

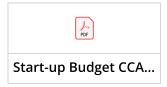
The CCA board has contracted with ATA to help ensure a smooth, successful opening. In order to ensure strong enrollment numbers and financial stability, a temporary facility will be used the first two years. The search for a suitable temporary location will get underway upon approval to move to the ready to open process. During the planning year a permanent site will be identified, the land will be secured, and construction planned. The first phase of construction, the main K-5 academic building, should be finished by August 2028.

ATA will give CCA a line of credit of up to \$500,000 to ensure adequate start-up funds 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. The repayment of the line of credit is accounted for in the permanent facility development fee and will not further impact the school's budget. Should the CCA board choose to procure other start-up funds through donations, fundraisers, or other means, the amount of the ATA line of credit will be reduced.

Having a healthy marketing budget and proven marketing plan will be an essential part of making sure that enrollment targets are met.

One of the most important decisions that impacts the success of a new school is hiring the school leader. Upon approval, ATA will initiate the process of hiring a great school leader. ATA will involve the board in the process and will work with the CCA board to ensure that the right leader is chosen. The CCA principal will be hired before and work through the planning year to ensure a smooth, successful opening.

Applicant Evidence:



Uploaded on **4/8/2024** by **Meg Hayes**

12.6. 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.

Q223.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.

Upon approval, ATA, with the support of the CCA board, will work to identify an adequate temporary facility in the target area. Simultaneously, ATA will initiate a search for a permanent site and start the process of acquisition. ATA will lead the process of developing the facility, including financing, design, and construction. Completion of phase I of construction is expected to be summer of 2028, allowing CCA to move into the permanent site at the beginning of their third year. Before obtaining a CO for a new facility, all required inspections will be completed.

To ensure the budget and facility expenses are in line with ADM, CCA will build the permanent site in phases. The first phase, the K-5 building, will house K-7 grades in year 3.

Q224.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.



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Based on an eventual ADM of 1,227 in grades K-12, CCA has a long-term facility plan to have two separate buildings: one for the K-8 and one for the high school. Each CCA building will be between 45,000 and 60,000 sq. ft.

The K-8 building will have:

- 29 general ed classrooms of approximately 700-800 sq. ft.
- 4 EC classrooms/offices
- Gym
- Conference room
- Parent room
- 7 offices
- 3 specials classrooms
- Library
- Playground space
- Storage rooms
- Janitor's closets
- Teacher workroom

The 9-12 building will have:

- 28 general ed classrooms of approximately 700-800 sq. ft.
- 4 EC classrooms/offices
- Gym
- Conference room
- 7 offices
- Library
- Pavilion
- Storage rooms
- Janitor's closets
- Teacher workroom

Short-term Facility Plans:

CCA plans to identify a temporary facility that will house the school for the first two years. Several possible temporary facilities have been identified in the target area. An appropriate facility will include classrooms, office space, larger spaces for assemblies and PE, and possibly room for modular units.

Long-term Facility Plans:

A couple of sites have been identified as locations for a possible permanent location. They are close to the target area and have adequate acreage to house a facility for 730 students (20-30 acres.) If a larger site is not identified then two separate sites may be used, one for the K-8 and one for the high school. The facility will be developed in stages, adding to the facility as the ADM and associated revenue grows.





The budget estimates were arrived at using data from recently completed charter school facilities of similar construction and design.

Q225.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.

As a traditional, classical school, CCA will not require any unusual or specialized space. As CCA expects to have a middle school and high school athletic program, a gym with a regulation-sized court will be required. The gym will also act as a gathering space, eliminating the need for an auditorium. Students will eat lunch in their classrooms, so a cafeteria will not be required. The high school will include one or two specialized science labs and a music room.

The permanent K-8 facility will have a designated parent room, helping support the pillar of parental partnership and keeping the school mission focused.

Q226.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 is \$250/sq. ft. This is in line with other charter school facilities that have been recently completed with similar construction and designs.

Q227.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.

ATA, with the support and consent of the CCA board, is working with a commercial real estate agent to locate both temporary and permanent facilities. A suitable temporary facility and a back-up temporary facility will be identified.

Q228.Describe the board's capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.



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Doug MacColl and Matthew Schneider will be going through the facility development process as board members of Liberty Charter Academy and will be able to leverage that experience to lead the Centerpoint board through their facility acquisitions.

The Centerpoint board will be supported by the experienced team at American Traditional Academies, who have developed over 100 charter school buildings in multiple states and secured temporary facilities for four new North Carolina charter schools.

12.7. Certify

Q229.I certify that this subsection is entir	ely original and	d has not been	copied, p	asted,
or otherwise reproduced from any other	application.			

Yes

No

Q230.Explanation (optional):

The CCA board submitted an application under the same name in the 2022 cycle. This charter application has been revised to reflect the feedback from CSAB, community interest surveys, and stakeholder input. CCA is modeled after other successful charter schools that share core programmatic elements, including Legacy Classical Academy, Cornerstone Charter Academy, Piedmont Classical High School, and Revolution Academy.

American Traditional Academies has supported other applications and, where programs, processes, and structures overlap, those application may share common language and ideas.

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13. Financial Plan

13.1. 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.

Q231.If applicable, attach as Appendix M: Revenue Assurances. Assurances are needed to confirm the commitment of any additional sources of revenue.

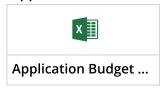
Not applicable. There are no additional sources of revenue.

Q232.Attach as Appendix N: Proposed Budget for Year 1 through Year 5 Click here to access and download the Budget Template. (https://www.dpi.nc.gov/2024-budget-template/download?attachment)

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

Total Files Count: 5

Applicant Evidence:



Uploaded on

4/26/2024 by **Mary**

Catherine Sauer

13.2. Budget Narrative

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





Q233. How was the student enrollment number projected?

The student enrollment numbers were projected using a variety of metrics including charter school openings of similar schools in the community, waiting lists of area charter schools with similar programs, data obtained from the survey and information meetings, and analysis of demographic data from the target area.

Q234.Provide an explanation as to why you believe there is a demand for the school that will meet this enrollment projection.

There has been a significant interest in charter schools in the Southeast area in Guilford County as evidenced by the survey data and information meeting. These communities are in a part of the county that is underserved by charter schools and private schools alike. Access to school choice in Southeast Guilford County 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 Guilford County can be seen by the long waiting lists of other similar charter schools in the area.

Q235.Provide the break-even point of student enrollment.

The number of students that CCA needs to break even with the current budget, without making any budgetary adjustments, is 306 students.

Q236.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. Staffing numbers will be adjusted and expenditures will be reduced. Enrollment will be managed so that class sizes will be maintained, assuring a healthy and appropriate personnel budget for the ADM. That means that new sections of each grade level will only be opened if the number of applications justifies the enrollment. Staff members will only be hired as sections are filled. Several roles could be eliminated or reduced to part-time if the enrollment is not what is anticipated such as the specials teachers, teacher assistants, and instructional support positions.

Q237.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 operating budget does not rely on outside funds.





Q238. Provide the student to teacher ratio that the budget is built on.

1:24

Q239.Describe the board's individual and collective qualifications and capacity for implementing the financial plan successfully.

Most of the CCA board members have had relevant experience in overseeing large budgets. Matthew Schneider has served as an administrator in a university setting where he was responsible for managing a budget. Charles Davenport has to manage a large budget as part of his duties managing a warehouse. As a member of the High Point City Council, Tim Andrew has to help oversee a large municipal budget. Finally, Katharine Frazier works as a corporate finance manager which has prepared her very well for implementing the school's financial plan.

Q240.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. Two full-time EC teachers are 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 CCA 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 CCA students are met.

Q241.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.

ATA will provide financial management services that include payroll, benefits, and accounting. The board will receive monthly financial reports as well as ongoing training in charter school finance. The information and training that the board will receive combined with the board member's broad expertise and experience will ensure the responsible management of the school's finances.





Q242.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.

All contracted services will be secured by American Traditional Academies management group. Where appropriate, the board will evaluate recommendations and make final decisions that are in the best interest of CCA.

Q243.Explain how the budget aligns with the school's mission, curricular offerings, transportation plans, and facility needs.

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

Academics: The budget includes a full-time instruction coach, competitive average teachers' salaries, and a healthy curriculum line item.

Student access: The budget ensures all students have access to CCA by providing transportation and lunches for around 40% of CCA 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 testing, EOGs, student keyboarding enrichment training, and laptops for teachers.

Q244.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 school has a goal of a surplus of at least 2% each year, with a fund balance of 60 days of expenses by year 6.

Q245.Provide a description of proposed financing structure. Include financing of facilities, other asset financing, and leases.

American Traditional Academies, in coordination with CCA, plans to explore multiple options to finance the upfit and/or development of a school facility. Whether the school is a new build or an uplift of an existing facility, the school plans to lease the facility until it is able to exercise the option to buy the facility.





Q246.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.

CCA does not have any other assets from other resources.

13.3. Financial Compliance

Q247. How will the school ensure adequate internal controls, including segregation of duties, safeguarding of assets, accurate and adequate record keeping?

CCA will use sound accounting practices and 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 CCA 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.

Q248.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.

Q249.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.





The board is considering using one of the following auditors:

Darrell Keller, CPA

P.O. Box 1028

Kings Mountain, NC 28086

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

Rives & Associates, LLP

4515 Fall of Neuse Rd., Suite 450

Raleigh, NC 27609

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

13.4. Certify

Q250.I certify that this subsection is entirely original and has not been copied, pasted, or otherwise reproduced from any other application.

Yes

No

Q251.Explanation (optional):

The CCA board submitted an application under the same name in the 2022 cycle. This charter application has been revised to reflect the feedback from CSAB, community interest surveys, and stakeholder input. CCA is modeled after other successful charter schools that share core programmatic elements, including Legacy Classical Academy, Cornerstone Charter Academy, Piedmont Classical High School, and Revolution Academy.

American Traditional Academies has supported other applications and, where programs, processes, and structures overlap, those application may share common language and ideas.



NC Public Charters





NC Public Charters



14. Other Forms

Q252.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



Applicant Evidence:



Uploaded on

4/26/2024 by **Mary**

Catherine Sauer



NC Public Charters



15. Third-party Application Preparation

Q253.Was this	application	prepared v	with the	assistance	of a third-	party p	erson or
group?							

- Yes
- O No

Q254. Give the name of the third-party person or group:

American Traditional Academies assisted with the development of this application.

Q255. Fees provided to the third-party person or group:

There were no fees provided for the application assistance. The board has contracted with ATA for the management of CCA.



NC Public Charters



16. 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 26, 2024, at 5:00 pm EDT** for Fast Track and Accelerated applications, and **April 26, 2024, at 5:00 pm EDT** for traditional timeline applications. Payments will be accepted in the form of a certified check. Cash nor credit cards are accepted.

Q256.*Application Note: The applicant must mail the certified check or money order along with the Application Fee Payment Form (see the resources to download Payment Form) before or on the due date of April 26, 2024, at 5:00 pm EDT.

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

PDF

2024 Payment Form...



NC Public Charters



17. Signature page

Q257.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:



Uploaded on

4/23/2024 by Meg

Hayes

Q258.Board chair, please digitally sign your application here. Signature

Final S	tatus
---------	-------

RejectApprove



NC Public Charters



Approver Comments		



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

CENTERPOINT CLASSICAL ACADEMY

the original of which was filed in this office on the 14th 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 14th day of July, 2021.

Elaine J. Marshall

Secretary of State

SOSID: 2232338
Date Filed: 7/14/2021 5:58:00 AM
Elaine F. Marshall
North Carolina Secretary of State

C2021 193 01963

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: Centerpoint 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: Matthew Schneider
4.	The street address and county of the initial registered agent's office of the corporation is:
	Number and Street: 8506 Rosedale Dr.
	City: Oak Ridge State: NC Zip Code: 27310 County: Guilford
	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
	Matthew Schneider 8506 Rosedale Dr., Oak Ridge, NC 27310
), h
	.3
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.

BUSINESS REGISTRATION DIVISION (Revised August, 2017)

P. O. BOX 29622

RALEIGH, NC 27626-0622 Form N-01

	The street address an	-	336-203-3690	•	
	Principal Office Tele	5.1 			
	Number and Street:	3800 Oak R	idge Hd.		
	Summerfield	NC	2735	30	Guilford
	City:	State:	Zip Code:	County:	Guillora
			m the street address o		
				-	
	City.	State	Zip Code.	County.	
10. ((Optional): Listing of (Officers (See ii		s is important)	7
	Name		Address		Title
11.	(Optional): Please pro	uida a huainaa	a a mail addresse	P	rivacy Redaction
11.	when a document is f	es Office will illed. The e-ma	e-mail the business at	itomatically at the viewable on the	ne address provided at no charge e website. For more information cument.
12.	These articles will be	effective upor	filing, unless a future	e time and/or dat	e is specified:
is the	day of July	,2021			
				Incompositor	Dugings Futity Name
			Mar	They ! A	Business Entity Name
				Signati	ire of Incorporator
					orator's name and title, if any

NOTES:

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

BUSINESS REGISTRATION DIVISION (Revised August, 2017)

P. O. BOX 29622

RALEIGH, NC 27626-0622 Form N-01

PURPOSE

Centerpoint 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 ke 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.

Bylaws of Centerpoint Classical Academy

ARTICLE I Organization

Section 1. <u>Name</u> The Corporation's name shall be Centerpoint Classical Academy. The school shall be known as Centerpoint Classical Academy.

Section 2. <u>Principal Office</u> 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. <u>Fiscal Year</u> The fiscal year of the corporation shall begin on July 1 and end on the following June 30.

ARTICLE II Purpose

Section 1. <u>Purpose</u> 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. <u>General Powers</u> 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. <u>Number</u> 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 consist of Brian Craven, Matthew Schneider, Derrick Hawkins, Jon Brewer, and John O'Day. The terms of the founding board shall begin upon the filing of the Articles of Incorporation and end at the following times: Brian Craven, Matthew Schneider: June 2023, Derrick Hawkins, Jon Brewer: June 2024; John O'Day: June 2025.
- Section 4. <u>Terms</u> 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. <u>Election</u> 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. <u>Vacancies</u> 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 Centerpoint 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. <u>Conflict of Interest</u> 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. <u>Special Meetings</u> 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. <u>Annual Meetings</u> 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. <u>Emergency Meetings</u> Emergency meetings of the Board of Directors may be called by the chairman or a majority of the directors then serving.
- Section 5. <u>Quorum</u> A quorum for conducting business of the Board of Directors shall consist of a majority of the directors then serving.
- Section 6. <u>Participation</u> 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. <u>Manner of Acting</u> 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. <u>Election</u> 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. <u>Removal</u> Any officer may be removed with or without cause by a majority vote of the Directors at any regular or special meeting.
- Section 4. <u>Terms</u> Each officer shall hold office for a term of one year.

Section 5. <u>Vacancies</u> 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. <u>Vice-Chairman</u> 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. <u>Secretary</u> 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. <u>Treasurer</u> 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. <u>Standing Committees</u> The Board of Directors shall have three standing committees: Finance, Governance, and Academic. Each Director shall serve on at least one committee.

Section 2. <u>Ad Hoc Committees</u> 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. <u>Contracts</u> 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. <u>Loans</u> 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. <u>Checks</u> 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. <u>Deposits</u> 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. <u>Amendments</u> 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.

SCHOOL LEASE AGREEMENT

BETWEEN

American Charter Development, LLC An Arizona limited liability company ("LANDLORD")

	_
n	nonprofit compar

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SCHOOL LEASE AGREEMENT

THIS SCHOOL LEASE AGREEMENT (this "Lease"), made as of, 2024 (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 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. If the Charter School Property has not been identified by the Effective Date of this Lease, the Parties agree to enter into an amendment to the Lease identifying and adding the Charter School Property, among other things, as applicable.
B. WHEREAS, Tenant has entered into, or is approved to enter 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.
<u>AGREEMENT</u>
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

Section 2. <u>Definitions and Rules of Construction</u>.

EXHIBIT H – Startup Budget

- (A) <u>Definitions</u>. 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(G).
- "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) 11 percent (11%) 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 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 three percent (3%).
- "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(L).
- "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.
- "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.
- "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.
- "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.
- "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(F). 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) <u>Interpretation</u>. 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) Except to as it pertains to the certain Letter of Commitment and Memorandum of Understanding executed between the Parties and more specifically H, 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) <u>References</u>. 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. <u>Term.</u>

(A) <u>Construction</u>. 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) <u>Construction Term</u>. The Construction Term shall commence on the Effective Date and shall expire on the day prior to the date for Substantial Completion.
- (C) <u>Initial Fixed Term</u>. 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) <u>Construction Term Rent</u>. 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.
- 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 in the form of Addendum as set forth in Exhibit C. Within ten (10) 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 ten (10) 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 ten (10) 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 in form substantially similar to Exhibit C.

- (C) Notwithstanding anything to the contrary and for the avoidance of doubt, Tenant unequivocally agrees to commence Annual Fixed Rent payments to Landlord and set forth herein upon occupancy of the Leased Property or the Initial Fixed Term Commencement Date, as set forth herein, and shall pay the Annual Fixed Rent based on Landlord's good faith estimate of Total Development Costs. The Parties agree to true up the Annual Fixed Rent once the Addendum is executed memorializing Total Development Cost and Annual Fixed Rent.
- (D) 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.
- (E) <u>ACH Recurring Payment Authorization</u>. 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.
- 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, 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 in conjunction and subject to the Purchase Option stipulated herein, with Landlord's written authorization. Except in case of default, this security deposit will be refunded at the end of the Lease Term or applied towards the purchase price upon Tenant's purchase of the Leased Property.
- (G) <u>Triple Net Lease</u>. 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.

- (H) <u>Application of Payments</u>. 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.
- (I) <u>Late Fees</u>. 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.
- (J) 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.
- (K) <u>Tenant Liable</u>. 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.
- (L) <u>Deposit Account Control Agreement.</u> 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 establish 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.
- (M) <u>No Sale/Pledge of Revenues</u>. 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) <u>Landlord's Covenant</u>. 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) <u>Leasehold Title Policy</u>. 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. <u>Use of Leased Property; Assignment and Subletting.</u>

- (A) <u>Permitted Use</u>. 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.
- (A) 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.

(B) 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 gymnasia, 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.

(C) Landlord's Assignment.

- (v) 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.
- (vi) 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.** <u>Holding Over.</u> 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) <u>Landlord's Environmental Responsibilities during the Term of this Lease</u>. 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) <u>Tenant's Environmental Responsibilities</u>. 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.
- 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) <u>Survival</u>. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

Section 14. <u>Maintenance and Repairs</u>.

- (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 (electrical, HVAC, plumbing, elevators, etc. as applicable). 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, landscaping and shall include stormwater maintenance agreements, detention pond maintenance agreements or other similar agreements as applicable...
- (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. <u>Damage and Condemnation Clauses.</u>

(A) Damage.

(i) <u>Duty to Rebuild</u>. 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.

- 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) <u>Proceeds</u>. 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) <u>In General</u>. 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) <u>Restoration</u>. 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) <u>Condemnation Proceeds</u>. 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) <u>Temporary Taking Awards</u>. 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) <u>No Taking by Landlord Action</u>. 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) <u>Insurance Requirements</u>. 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.
- 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.
- Liability Insurance. Tenant agrees during the Construction Term (if Tenant enters or (C) 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) <u>Rental Loss/Business Interruption Insurance</u>. 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) <u>Workers' Compensation Insurance</u>. 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) <u>Employee Dishonesty</u>. 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) <u>Errors and Omissions</u>. 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) <u>Crime</u>. 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) <u>Automobile</u>. 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.
- 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.

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. <u>Indemnification Generally.</u>

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.

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.

Tenant to Pay Taxes. During the Construction Term (subject to inclusion thereof in the Section 18. 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) <u>Minor Alterations</u>. 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 \$50,000; 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) <u>Title to Tenant's Alterations</u>. 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 \$10,000, 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) <u>Landlord Elective Improvements</u>. 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) <u>Tenant's Signs</u>. 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) <u>Tenant's Consent</u>. If any REA or grant of easement causes or could reasonably be interpreted to require the payment of costs in excess of \$100,000 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) <u>Landlord's Amendments</u>. 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) <u>Landlord's Grant of Easements</u>. 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) <u>Tenant's Compliance</u>. 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. <u>Tenant's Operating Covenants; Tenant's Right to Control Operations.</u>

- (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) <u>Enrollment</u>. 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) <u>Testing</u>. 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) <u>Quarterly Reports</u>. 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) <u>Annual Reports</u>. 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 $\underline{Exhibit\ F}$.
- (v) <u>Landlord's Right to Audit</u>. 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.
- (D) <u>Tenant's Compliance May Be Electronic</u>. 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.
- (E) <u>Tenant Records</u>. 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.
- (F) <u>No Requirement to Provide Information if Violation</u>. 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.
- (G) <u>Performance</u>. 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.
- (H) <u>Reporting Through Epicenter</u>. 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 CPR Part 99) prior to providing the Institute with any student education records.

- 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 for Lease Year one, ___ for Lease Year two, ___ for Lease Year three, _ for Lease Year four, 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.
- (I) <u>Reserve.</u> 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. <u>Estoppel Certificate; Attornment and Priority of Lease; Subordination.</u>

- (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.

- 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. <u>Certain Representations, Warranties and Agreements of Landlord.</u> 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.** <u>Tenant's Representations and Warranties</u>. 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) <u>Due Authorization</u>. 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) <u>Consents; Permits; Licenses</u>. 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 nonrenewal has been given by the sponsor of the School.
- (E) <u>Legal Restraint</u>. 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) <u>Tax Liabilities; Governmental Charges.</u> 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) <u>Litigation</u>. 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) <u>Background Checks</u>. Tenant agrees to provide background checks for all key personnel.
- (J) <u>Payment</u>. Tenant agrees to make payment of any and all amounts due under the Lease by Tenant hereunder according to the terms hereof.
 - (K) <u>Notice to Landlord</u>. 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) <u>Additional Obligations</u>. 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) <u>Insurance</u>. 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) <u>Information</u>. 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) <u>Liens/Sale of certain assets</u>. 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:
- (i) On the last day of the first Lease Year, an amount equal to at least thirty (30) days; and
- (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) <u>Coverage Ratio.</u> 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.
- (U) <u>American Traditional Academies.</u> In order to induce the Landlord to enter into the Lease, the Tenant represents to the Landlord that it has entered into a management contract with American Traditional Academies. This agreement is a key and principal reason for Landlord to enter into this Lease. Therefore, should Tenant terminate or alternatively end said management agreement with American Traditional Academies, Landlord shall have the sole right to declare Tenant in default under the terms of this Lease and pursue its remedies as outlined under Section 27.

Section 27. Defaults and Remedies.

(A) Tenant's Defaults.

- (i) <u>Event of Default</u>. 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 terminates or alternatively ends the management agreement with American Traditional Academies;

- (b) If Tenant neglects or fails to pay any Annual Fixed Rent hereunder within ten (10) days after notice of default;
- (c) If Tenant neglects or fails to pay any Additional Rent or other charge hereunder within ten (10) days after notice of default;
- (d) 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;
- (e) 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);
- (f) 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;
- (g) 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;
- (h) 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;
- (i) If Tenant qualifies as a "failing school" or the equivalent for any reason, for three consecutive years; or,
- (j) 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) <u>Landlord's Remedies</u>. 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, reenter 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."
- 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 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) <u>Landlord Default, Cure Rights</u>. 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) <u>Self Help.</u> 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 27(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) <u>Transfer of Permits, Etc. On Termination</u>. 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. <u>No Leasehold Mortgages</u>. 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) <u>Notices</u>. 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:
Morgan Fife
Soiler Anderson Fife & Marshall

Seiler, Anderson, Fife & Marshall, LC 2500 N. University Ave.

Provo, UT 84604

Email: mfife@safmlaw.com

IF TO SCHOOL:	<u>WITH A COPY TO</u> :
Attn.:	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) <u>Exercise of Discretion</u>. 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) <u>Waiver of Performance and Disputes</u>. 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) <u>No Oral Modifications</u>. 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) <u>Brokers</u>. 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) <u>Force Majeure</u>. 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 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) <u>Estoppel</u>. 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) <u>Limitation on Landlord's Liability</u>. 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) <u>Severability; Integration</u>. 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) <u>Successors and Assigns</u>. 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) <u>Lease Not to Be Recorded</u>. 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) <u>Joint Preparation; Captions and Lease Preparation</u>. 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) <u>No Third-Party Beneficiaries</u>. 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.
- (J) <u>Attorney Fees</u>. 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.

Counterparts

- (L) . 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.
- (M) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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 1st of the third (3rd) Lease Year through June 30th of the fifth (5th) 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.

DATE OF EXERCISE OF OPTION	PURCHASE PRICE OF LEASED PROPERTY
During the Option Window On July 1 st of the third Lease Year through June 30 th 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, LL Arizona limited liability company	C, an
(Witness #1)		
	By:	(SEAL)
(TV) IIO)	By:Printed Name:	
(Witness #2)	Title:	
COUNTY OF) :SS.		
:SS. STATE OF)		
The foregoing instrument was acknowledg	ed before me thisday of	, 201 by
	NOTARY PUBLIC	
Signed, sealed and delivered in the presence of:	TENANT / SCHOOL	
	non-profit corporation	, a
(Witness #1)	non-profit corporation	
(Withess Wi)		
	By:	(SEAL)
(Witness #2)	Printed Name:Title:	
COLINTY OF		
COUNTY OF) :SS.		
STATE OF)		
The foregoing instrument was acknowledg	ed before me thisday 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
RECITALS
A I am the identity of Tangert and and into the tanger in I are a Assessment dated.
A. Landlord and Tenant entered into that certain Lease Agreement dated (the
" <u>Lease</u> "), for the lease of the property described on <u>Exhibit A</u> 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. <u>Initial Fixed Term Commencement Date</u> . The "Initial Fixed Term Commencement Date"
under the Lease is
· · · · · · · · · · · · · · · · · · ·
2. <u>Expiration Date</u> . 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
\$
$\Psi_{}$.
4. <u>Miscellaneous</u> . 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	
(Witness #1)	American Charter Development, LLC, an Arizona limited liability company	
(Witness #2)	By:Printed Name:Title:	
Signed, sealed and delivered in the presence of:	TENANT / SCHOOL	
(Witness #1)	nonprofit corporation	, a
		(SEAL)

EXHIBIT D

School Personal Property [None, unless listed below]

EXHIBIT E

ACH Authorization

American Charter Dev	, LLC	
775 West 1200 North, Sto	e. 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 be	low:
Company Name	(Company)
Billing Address	Phone#
City, State, Zip	Email
Bank Account #1 ompany Name on Acct:	Bank Account # 2 Company Name on Acct:
Bank Name:	
Account Number:	Account Number:
Bank Routing #:	Bank Routing #:
Bank City/State:	Bank City/State:
he above Business Bank Account(s) are	Enabled for ACH Transactions Yes No
☐ Phone ☐ Fax ☐ Email I Authorize American Charter Development,	edule Authorization Methods (check all that apply): Written
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

	300 Average Daily
Year 1	Attendance (ADM)
Year 2	400 ADM
Year 3	500 ADM
Year 4	600 ADM
Year 5	700 ADM

Proforma –

Startup Costs – If applicable

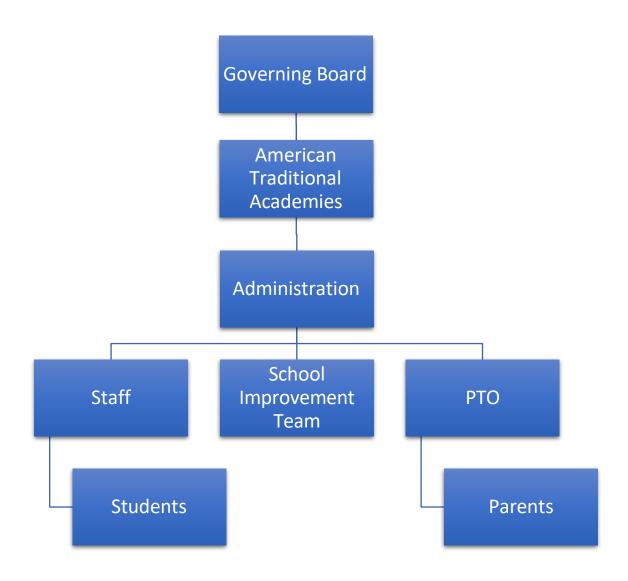
Academ School Ye		Grade Levels	Total Projected Student Enrollment
Year 1	K-5		316
Year 2	K-6		565
Year 3	K-7		646
Year 4	K-8		727
Year 5	K-9		827

Ethnicity/Race	# of Students	Percentage (%)
American Indian or Alaska Native		
Asian		7%
Black or African American		35%
Hispanic		10%
Native HI or Pacific Islander		
Two or More Races		3%
White		51%
EDS Subgroups		55%
Economically Disadvantaged Students		40%
Students with Disabilities		12%
English Language Learners		2%
Students Experiencing Homelessness		1%

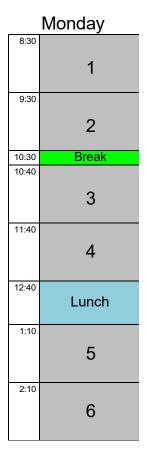
Position	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Principal/School Leader	1	1	1	1	1	1
Assistant Principal		1	2	2	2	2
Clerical		1	2	2	2	3
Custodian		1	1	1	1	1
Operations Manger	1	1	1	1	1	1
Student Support Specialist (e.g. social workers,						
psychologists, etc.)		2	4	4	5	5
Core Classroom Teachers		13	23	26	29	33
Elective/Speciality Teachers		3	4	4	4	6
Exceptional Children Teachers		2	3	3	4	5
Instructional Support		1	2	2	2	3
Teacher Assistants		2	3	3	3	3
Instructional Coach		1	2	2	3	3

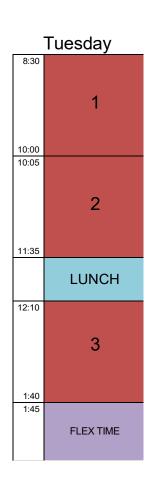
CENTERPOINT CLASSICAL ACADEMY

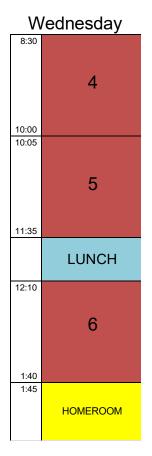
Organizational Chart



CENTERPOINT CLASSICAL ACADEMY HIGH SCHOOL SCHEDULE







Thursday				
8:30	1			
9:30	2			
10:30	Break			
10:40	3			
11:40	4			
12:40	Lunch			
1:10	5			
2:10	6			

	Friday
8:30	1
9:30	2
10:30	Break
10:40	3
11:40	4
12:40	Lunch
1:10	5
2:10	6

CENTERPOINT SAMPLE DAILY SCHEDULES						
	ı	6th Grade				
8:00		Assembly		Assembly		Assembly
8:05 8:10		•		•		•
8:15						
8:20 8:25						
8:30						Specials
8:35						45 min
8:40	Morni	ing Meeting/ Math 65 min				
8:45 8:50		00111111			-	
8:55 9:00						
9:05						
9:10						
9:15 9:20						
9:20					-	
9:30						
9:35		Specials		Math		Core I
9:40 9:45		45 min.		90 min	-	90 min
9:50						
9:55						
10:00 10:05						
10:05		Snack				
10:15						
10:20 10:25						
10:25				Recess		Break
10:35		Reading				
10:40 10:45		50 min				
10:50						
10:55				Specials 45 min Science 45 min		
11:00 11:05						
11:10		Recess				
11:15		20 min				Core II
11:20 11:25						90 min
11:30						
11:35 11:40					-	
11:45						
11:50						
11:55 12:00					-	
12:05						
12:10						
12:15 12:20		Lunch		Lunch 30 min		Lunch
12:25		30 min				30 min
12:30 12:35			\vdash			
12:40						Recess
12:45 12:50		History				1,0003
12:55		25 min				
1:00						
1:05 1:10		Recess	\vdash			
1:15		20 min				
1:20				Reading		
1:25 1:30		Science		90 min		
1:35		25 min				Core III 90 min
1:40						JO IIIII
1:45 1:50		Dismissal	\vdash			
1:55						
2:00 2:05			\vdash			
2:10						
2:15		Rest Time				
2:20		50 min	$\vdash = $	Recess	<u> </u>	
2:25 2:30			\vdash		-	
2:35						
2:40 2:45						
2:50				111-1		Guided Study
2:55		Engagement		History 45 min		,
3:00 3:05		35 min	-			
3:10						

CENTERPOINT CLASSICAL ACADEMY

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

Science and History Curriculum Outline

Kindergarten History	Kindergarten Grade	First Grade History	First Grade Science	Second Grade	Second Grade
*Roles of Citizenship	<u>Science</u>			<u>History</u>	<u>Science</u>
	*The Human Body:	*Fables & Stories	*The Human Body	*Fairy Tales & Tall	*Forces/Simple
*Nursery Rhymes &	Five Senses			Tales (with	Machines/Magnetism
Fables		*Different Lands,	*Astronomy	Geography of the	
	*Plants	Similar Stories		Americas)	*Cycles of Nature
*Stories			*The Earth		
	*Farms	*Early American		*Early Asian	*Natural Resources
*Native Americans		Civilizations	*Living Things & Their	Civilization	
	*Seasons and		Environments		*Insects
*Kings and Queens	Weather	*Modern Civilization		*Ancient Greek	
		& Culture- Mexico	*Matter & Its Properties	Civilization	*Human Body
*Columbus & the	*Taking Care of the		·		·
Pilgrims	Earth	*Fairy Tales	*Introduction to	*Greek Myths	
		•	Electricity		
*Colonial Towns &	*Introduction to	*Early Exploration &	· ·	*War of 1812	
Townspeople	Magnetism	Settlement		(Purpose of	
				Government)	
*Presidents &		*American		,	
American Symbols		Revolution		*Westward	
•				Expansion	
		*Early Exploration of		·	
		the American West		*Civil War	
				*Immigration with	
				Constitution	
				*Fighting for a Cause	

Science and History Curriculum Outline

Third Grade History	Third Grade Science	Fourth Grade History	Fourth Grade	Fifth Grade History	Fifth Grade Science
			<u>Science</u>		
*World Geography	*Classification of	*World Geography		*World Geography	*Classifying Living
	Animals		*Human Body &		Things & Ecosystems
*The Ancient Roman		*Europe in the Middle	Circulatory System	*Early American	
Civilization	*Human Body	Ages		Civilizations	*Cells: Structure &
			*Chemistry		Processes
*Vikings	*Light and Optics	*Spread of Islam		*European	_
			*Electricity (Forces of	Exploration	*Plants Structures &
*Native Americans:	*Sound	*Early & Medieval	Motion)		Processes
Cultures & Peoples	. .	African Kingdoms	* 0 1	*Renaissance &	******
*E. J. E. J	*Astronomy	*Chi D	*Geology	Reformation	*Life Cycles &
*Early Exploration of	*=====	*China Dynasties &	**		Reproduction
North America	*Ecology	Conquerors	*Meteorology	*England: Golden	*Farth Customs 0
*Colonial America		*American Revolution		Age to Glorious Revolution	*Earth Systems & Structures
*Colonial America		American Revolution		Revolution	Structures
		*Making a		*Russia	*Human Body
		Constitutional		Nussia	Traman Body
		Government		*Feudal Japan	*Chemistry: Matter
				•	& Change
		*Early Presidents &		*U.S. Geography	
		Politics			*Forces & Motion
				*Westward	
		*Reformers		Expansion Before	
				Civil War	
				*Civil War	
				*Native Americans:	
				Cultures & Conflicts	

Science and History Curriculum Outline

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

Algebra I Curriculum Map

Course Description	Students will be introduced to abstract mathematical ideas that give them the tools to generalize. This course will provide foundational knowledge that students will use in each preceding math course. Students will learn about properties of algebra, equations and inequalities, polynomials, and statistics.
Unit 1: The Language of Algebra	Students are introduced to essential vocabulary and foundational knowledge for algebra. They identify the parts of an expression, including the coefficients and number of terms. They also translate between algebraic and verbal expressions, simplify and evaluate expressions, and distinguish between the algebraic properties of equality.
Unit 2: Equations	Students apply the properties of equality to solve one, two, and multi-step equations. They determine the type of solution an equation has and verify their algebraic solutions. They use their knowledge to solve practical problems involving equations, as well as solve literal equations.
Unit 3: Inequalities	Students solve multi-step linear inequalities and represent solutions of linear inequalities on a number line. They determine the type of solution an inequality has and verify their solutions. They use their knowledge to solve practical problems involving inequalities.
Unit 4: Functions	Students identify the domain and range of relations and functions, as well as determine whether a relation is or is not a function. They also identify x- and y-intercepts from a graph. Additionally, students use function notation to find a missing value.
Unit 5: Slope and Equations of Lines	Students determine the slope of a line given a graph, two points, or the equation of a line. They write equations of lines in slope-intercept form. Students also describe linear transformations defined by changes in the slope or y-intercept.
Unit 6: Direct & Inverse Variation	Students analyze data from real-world situations to determine whether a direct or inverse variation exists. From this, they determine the equation of the direct or inverse variation.
Unit 7: Systems of Equations & Inequalities	Students solve systems of equations and inequalities by tables, graphs, or algebraic methods (substitution and elimination). They write a system of linear equations or a system of linear inequalities in two variables to solve practical problems.

Students understand and apply the laws of exponents in order to simplify monomial expressions. They apply the laws of exponents to real-world geometric applications involving area and perimeter.
Students perform operations on polynomials. These operations include addition, subtraction, and multiplication. They also classify polynomials based on degree and number of terms.
Students determine the greatest common factor of monomials. They factor polynomials using the appropriate method, such as Difference of Squares or ABC factoring. They also determine the quotient of polynomials.
Students investigate and analyze quadratic functions to determine their solutions. They solve quadratic equations to find zeros, roots, x-intercepts, or solutions by graphing, factoring, and the quadratic formula.
Students analyze a practical situation to determine if a line of best fit, quadratic curve of best fit, or exponential equation would best describe the data. They use the line or curve of best fit to make predictions and to evaluate the reasonableness of a mathematical model. Students also compare the center and spread of different data sets.
Students simplify square roots and cube roots of monomial expressions. They simplify numerical expressions containing square roots with operations including addition, subtraction, and multiplication.

Algebra I Curriculum Map

Course Description	Students will be introduced to abstract mathematical ideas that give them the tools to generalize. This course will provide foundational knowledge that students will use in each preceding math course. Students will learn about properties of algebra, equations and inequalities, polynomials, and statistics.
Unit 1: The Language of Algebra	Students are introduced to essential vocabulary and foundational knowledge for algebra. They identify the parts of an expression, including the coefficients and number of terms. They also translate between algebraic and verbal expressions, simplify and evaluate expressions, and distinguish between the algebraic properties of equality.
Unit 2: Equations	Students apply the properties of equality to solve one, two, and multi-step equations. They determine the type of solution an equation has and verify their algebraic solutions. They use their knowledge to solve practical problems involving equations, as well as solve literal equations.
Unit 3: Inequalities	Students solve multi-step linear inequalities and represent solutions of linear inequalities on a number line. They determine the type of solution an inequality has and verify their solutions. They use their knowledge to solve practical problems involving inequalities.
Unit 4: Functions	Students identify the domain and range of relations and functions, as well as determine whether a relation is or is not a function. They also identify x- and y-intercepts from a graph. Additionally, students use function notation to find a missing value.
Unit 5: Slope and Equations of Lines	Students determine the slope of a line given a graph, two points, or the equation of a line. They write equations of lines in slope-intercept form. Students also describe linear transformations defined by changes in the slope or y-intercept.
Unit 6: Direct & Inverse Variation	Students analyze data from real-world situations to determine whether a direct or inverse variation exists. From this, they determine the equation of the direct or inverse variation.
Unit 7: Systems of Equations & Inequalities	Students solve systems of equations and inequalities by tables, graphs, or algebraic methods (substitution and elimination). They write a system of linear equations or a system of linear inequalities in two variables to solve practical problems.

Unit 8: Exponent Rules	Students understand and apply the laws of exponents in order to simplify monomial expressions. They apply the laws of exponents to real-world geometric applications involving area and perimeter.
Unit 9: Polynomial Operations	Students perform operations on polynomials. These operations include addition, subtraction, and multiplication. They also classify polynomials based on degree and number of terms.
Unit 10 : Factoring & Dividing Polynomials	Students determine the greatest common factor of monomials. They factor polynomials using the appropriate method, such as Difference of Squares or ABC factoring. They also determine the quotient of polynomials.
Unit 11: Quadratics	Students investigate and analyze quadratic functions to determine their solutions. They solve quadratic equations to find zeros, roots, x-intercepts, or solutions by graphing, factoring, and the quadratic formula.
Unit 12: Statistics	Students analyze a practical situation to determine if a line of best fit, quadratic curve of best fit, or exponential equation would best describe the data. They use the line or curve of best fit to make predictions and to evaluate the reasonableness of a mathematical model. Students also compare the center and spread of different data sets.
Unit 13: Radicals	Students simplify square roots and cube roots of monomial expressions. They simplify numerical expressions containing square roots with operations including addition, subtraction, and multiplication.

Geometry Curriculum Map

Course Overview	This course will introduce students to lines and angles, logic and triangles, polygons and circles, three-dimensional figures, coordinate geometry, and transformations. Emphasis is placed on deductive reasoning and problem-solving skills.
, , , ,	Students learn and apply essential vocabulary such as equidistant, line, plane, collinear, coplanar, and intersection. They also use symbols in diagrams and understand various theorems and postulates to build their foundational knowledge for the rest of the course.
Unit 2: Deductive Reasoning	Students use mathematical reasoning to create sound geometric proofs. They identify the hypothesis and conclusion on if-then statements. They use properties of algebra to enhance their understanding of deductive reasoning in their proofs.
Unit 3: Parallel Lines and Planes	Students distinguish between intersecting lines, parallel lines, and skew lines. They state and apply theorems regarding parallel and intersecting lines and planes. They prove lines are parallel using appropriate geometric reasoning. They also distinguish between deductive and inductive reasoning.
Unit 4: Congruent Triangles	Students identify the corresponding parts of congruent figures. They are able to prove two triangles congruent by using the SSS postulate, the SAS postulate, the AAS Postulate, the ASA Postulate, and the HL Theorem. They deduce information about segments and angles after proving that two triangles are congruent. Students also apply properties of medians, altitudes, and perpendicular bisectors of triangles.
Unit 5: Quadrilaterals	Students learn about properties of different types of quadrilaterals including parallelograms, rectangles, rhombuses, squares, and trapezoids. They use a variety of methods to prove a quadrilateral is a parallelogram and to identify a specific type of parallelogram a figure is.
Unit 6: Inequalities in Geometry	Students apply properties of inequality to positive numbers, lengths of segments, and measures of angles, as well as apply the inequality theorems for one or more triangles. They also state the contrapositive and inverse of if-then statements. They use reasoning to write indirect proofs.
Unit 7: Similar Polygons	Students express ratios in simplest form and solve for an unknown term in given proportions. They state and apply the properties of similar polygons. They use postulates and theorems to prove similar triangles.

Unit 8: Right Triangles	Students state and apply the Pythagorean Theorem to right triangles. They also apply the properties of special right triangles to find missing side lengths. They use trigonometry to find missing sides or angles in a right triangle. They solve real-world problems related to angle of elevation and angle of depression.
Unit 9: Circles	Students apply properties of circles to find missing segment lengths and angle measures.
Unit 10: Constructions and Loci	Students learn about basic constructions and be able to state and apply theorems involving concurrent lines. Students define locus and apply the concept of locus in the solution of construction exercises.
Unit 11: Areas of Plane Figures	Students know and use the formulas for the areas of two-dimensional figures including rectangles, parallelograms, triangles, rhombuses, trapezoids, and regular polygons. They also find the area and circumference of circles, as well as arc lengths and areas of sectors.
Unit 12: Areas and Volumes of Solids	Students know and use the formulas for the lateral areas, total areas (surface area), and volumes of three-dimensional figures such as right prisms, regular pyramids, right cylinders, and right cones. They also compare areas and volumes of similar solids.
Unit 13: Coordinate Geometry	Students state and apply the distance formula, the general equation of a circle, the slope formula, and the midpoint formula. They use coordinate geometry to determine whether two lines are parallel, perpendicular, or neither. They also apply knowledge of coordinate geometry to complete coordinate proofs.
Unit 14: Transformations	Students recognize and use transformation-specific vocabulary. They locate images of figures by reflection, translation, glide reflection, rotation, and dilation. Students also describe the symmetry of figures and solids.

Algebra 2 Curriculum Map

Course Overview	This course builds upon algebraic concepts covered in Algebra I and prepares students for advanced-level courses. Topics include functions and their graphs, quadratic functions, advanced polynomial functions, and conic sections.
Unit 1: Basic Concepts of Algebra	Students review the order of operations, and properties of the real number system.
Unit 2: Inequalities and Proofs	Students solve and graph linear inequalities in one variable including conjunctions, disjunctions, and absolute value inequalities. Students also solve and graph inequalities in two variables, and use linear programming to solve real-world problems.
Unit 3: Linear Equations and Functions	Students interpret and create graphs, tables, and equations that represent linear relationships. In addition, students use systems of linear equations to solve real-world applications.
	Students learn to identify, evaluate, graph, and write polynomial functions. They add, subtract, and multiply polynomials. Additionally, students graph power functions and identify the end behavior of functions. Students also become familiar with the properties of even and odd functions.
Unit 5: Rational Expressions	Students learn to add, subtract, multiply and divide rational expressions. Students learn to simplify compound fractions and solve rational equations. They also explore graphs and end behavior of rational functions including asymptotes and zeros.
Unit 6: Irrational and Complex Numbers	Students learn to identify, add, subtract, multiply, and divide radicals, and to factor out perfect squares. They also learn to add, subtract, multiply, and divide imaginary and complex numbers.
Unit 7 : Quadratic Equations and Functions	Students learn how to graph quadratic functions and identify the equations of quadratic functions when given a graph. Students also use factoring, completing the square, and the quadratic formula to solve quadratic equations. Students learn how to find inverses of functions algebraically and verify two functions are inverses using composition functions.
Unit 8 : Variation and Polynomial Equations	Students learn polynomial long division and the technique of synthetic division to divide polynomials. Additionally, they learn to apply the remainder theorem and they use the factor and rational roots theorems to factor polynomials over the real and complex numbers. Uses of graphs and technology for factoring polynomials and solving polynomial equations are also covered.

Unit 9: Analytic Geometry	Students learn about conic sections, including circles, ellipses, hyperbolas, and parabolas. They learn how to graph conic sections and how to use algebraic reasoning to create equations of conics when given descriptions or graphs.
Unit 10 : Exponential and Logarithmic Functions	Students discover how exponential functions can be used to describe situations in the real world, such as exponential growth and decay. They define the logarithmic function in terms of its relationship with the exponential function and graph both exponential and logarithmic functions. They relate the concept of inverse functions to trigonometric functions. Students learn to apply multiplication and division laws of exponents to exponential and logarithmic expressions and equations.
Unit 11: Sequences and Series	Students explore arithmetic and geometric sequences, learning the concept of series as a sum of terms in a sequence and finding sums of finite arithmetic and geometric series. Students also use and interpret sigma notation to describe sums. Throughout the unit, students use sequences and series to solve several types of real-world problems.
Unit 12: Triangle Trigonometry	Students will define the six trigonometric functions using the length of the sides of a right triangle. They will apply the Law of Sines and Law of Cosines to solve triangles and to determine the area of a triangle in terms of the measurements of the sides and angles. Students will determine the sign of the trigonometric values for each function in each quadrant. They will use the unit circle to evaluate key values using a reference angle.
Unit 13: Trigonometric Graphs; Identities	Students will generate the graphs of the six trigonometric functions and explore various transformations of these graphs. They will also apply the concepts of trigonometry to solve real-world problems. They will also use the fundamental identities to simplify trigonometric expressions and solve trigonometric equations. Students will apply the double-angle identities, identities, and half angle identities.
Unit 14: Statistics and Probability	Students review counting principles including identifying and calculating permutations and combinations. They calculate probabilities of simple, dependent, independent, and binomial events. Students learn about the measures of center - mode, median, and mean - and the measures of spread - range, variance, and standard deviation. They learn how to produce and interpret bar, box-and-whisker, and scatter plots.
Unit 15: Matrices and Determinants	In this unit, students learn how to add, subtract, and multiply matrices. Students also use matrices to solve systems of equations, transform figures, and solve real-world problems.

Precalculus Curriculum Map

Course Description	In this course, students will explore real-world situations using mathematical tools and perspectives. This advanced course will build a deeper understanding of functions, graphs, applications, trigonometry, discrete mathematics and data analysis, and limits.
Unit 1: Linear and Quadratic Functions	Students identify the midpoint and slope of linear equations, using the latter to determine whether two lines are parallel, perpendicular, or neither. Students also write equations of lines. They add, subtract, multiply, and divide complex numbers and learn to solve quadratic equations. They evaluate the graph of quadratic functions and model real-world situations using linear and quadratic functions.
Unit 2: Polynomial Functions	Students employ a variety of methods to identify the zeros, root, x-intercepts, and solutions of polynomial functions. They describe the properties of and graph polynomial functions.
Unit 3: Inequalities	Students solve and graph linear and polynomial inequalities in one or two variables. They solve applied problems using linear programming.
Unit 4: Functions	Students identify a function and determine the domain, range, and zeros of a function before and after an operation is performed. They also graph functions, as well as use reflection and symmetry to sketch graphs. Students find the inverse of functions, if one exists.
Unit 5: Exponents and Logarithms	Students define and apply integral exponents, rational exponents, exponential functions, the natural exponential function, and logarithms. They apply laws of logarithms and exponents in problems and real-world situations.
Unit 6: Analytic Geometry	Students write coordinate proofs and find equations and graphs of circles, ellipses, hyperbolas, and parabolas. Students also examine conic sections and second degree equations in two variables.
Unit 7: Trigonometric Functions	Students use trigonometry to find the measures of angles, arcs, and sectors. They utilize the sine and cosine functions to find values and solve simple equations. They also evaluate trigonometric and inverse trigonometric functions.
Unit 8: Trigonometric Equations and Applications	Students continue to solve more complex trigonometric equations and apply the graphs of sine and cosine curves. They use trigonometric functions to model periodic behavior.

Unit 9: Triangle Trigonometry	Students build upon their geometric knowledge of right triangles to use trigonometry to find unknown sides or angles. They use the Law of Sines and Law of Cosines to find unknown parts of triangles and apply trigonometry to navigation and surveying problems.
Unit 10 : Trigonometric Addition Formulas	Students derive and apply the sum and difference formulas for cosine, sine, and tangent. They also derive and apply double-angle and half-angle formulas in this unit and use those formulas and other identities to solve trigonometric equations.
Unit 11: Polar Coordinates and Complex Numbers	Students graph polar equations and write complex numbers in polar form, as well as find products in polar form. Additionally, they find roots of complex numbers.
Unit 12: Vectors and Determinants	Students perform basic operations on vectors, such as addition, subtraction, and multiplication. They use their knowledge of vectors to describe motion in the plane. They apply the dot product and examine vectors in three-dimensions. In this unit, students also examine determinants.
Unit 13: Sequences and Series	Students identify arithmetic or geometric sequences and find a formula for the sequence's nth term. They also use their knowledge of sequences to solve problems. In addition, they examine limits of infinite sequences and investigate series.
Unit 14: Matrices	Students perform operations on matrices. These operations include addition, subtraction, multiplication, and some transformations. Students also find inverses of matrices and solve linear systems using matrices. They apply their knowledge to solve communication network problems and to make predictions.
Unit 15: Combinatorics	Students solve different problems with permutations and computations, using theorems and principles that they learn in this unit.
Unit 16: Probability	Students investigate the probability of one or more events occurring. They use the Binomial Probability Theorem to find separate probabilities. They also use combinations to solve probability problems, including conditional probability problems. They apply their knowledge to real-world probability situations.
Unit 17: Statistics	Students use tables, graphs, averages, and box-and-whisker plots to solve problems. They also investigate the normal distribution. They use their statistical knowledge to find a confidence interval for surveys and polls.
Unit 18: Curve Fitting and Models	Students find the line of best fit for a set of data, as well as the correlation coefficient for the problem. In addition, they determine which line of best fit, exponential function, or power curve best models

	certain sets of data.
Functions	Students find limits of functions and determine whether a function is continuous. They use a variety of methods for finding limits and sketching graphs of rational functions. They also use power series to find an infinite series for a functional value and analyze orbits for iterations of given functions. They apply this content to model money and population growth.
	Students are introduced to calculus in this chapter, which is the next math course they take. They find derivatives of functions, using those derivatives to sketch graphs of functions and solve extreme value problems.

Centerpoint Classical Academy Calendar 2026-2027

August						
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9	10	11	12	13	14	15
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30	31					

13th-19th Staff Development 19th First Day of School, Half Day

	September						
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7th Labor Day, No School

25th Staff Development

October							
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13th End of 1st Quarter

19th-20th Conferences, Half Day

November							
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11th Veteran's Day No School

25th-27th Thanksgiving Break

December							
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18th Half Day

21st Winter Break

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January							
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31							
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1st No School

4th Students Return

18th MLK Jr. Day, No School 22th End of 2nd Quarter

No school for students, all day for staff Half day for students, all day for staff No school for students and staff

8th Staff Development

l	February						
	S	М	Т	W	Т	F	S
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	14	15	16	17	18	19	20
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	28						

8th-9th Conferences, Half Day 26th Good Friday, No school

March W S Μ 4 5 1 3 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 25 **26** 21 22 23 24 28 30 29th April 2nd Spring Break 29

9th End of 3rd Quarte 19th Staff Developmer

	April						
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	25	26	27	28	29	30	

May S Μ W S 1 2 3 5 6 7 8 9 10 11 12 13 14 15 17 19 22 17th Staff Development 16 18 20 21 24 23 29 25 26 27 28 31st Memorial Day, No School 30 31

10th End of 4th Quart 15th Last Day of School- Half Da 16th - 17th Staff Workday

				June	•		
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	27	28	29				

July						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

187 Days

Inclement weather days: 2/8, 4/19, 5/17

Centerpoint Classical Academy Start-up Budget

Post-Approval					
		Budget			
Personnel	\$	240,000.00			
Office Software	\$	3,700.00			
Marketing	\$	56,000.00			
501c3	\$	3,100.00			
Insurance	\$	8,000.00			
Cell Phones and Equipment	\$	3,100.00			
Office Equipment/Computers	\$	12,000.00			
Attorney Fees	\$	8,000.00			
Office Supplies	\$	6,800.00			
Supplies and Materials	\$	5,400.00			
Food	\$	2,200.00			
Travel	\$	3,400.00			
Furniture	\$	80,000.00			
Textbooks and Instructional Supplies	\$	65,000.00			
Printer/ Copier	\$	3,300.00			
Total	\$	500,000.00			

INSURANCE PEOPLE

Below are the estimated annual premiums for Centerpoint Classical Academy

Property Premium Estimate

\$709

Contents	\$472,500
Deductible	\$2,500
Form	Special
Equipment Breakde	own Included

General Liability Premium Estimate

\$1,573

Rating Basis:	Students	316
_	Faculty	22

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

Fidelity Bond Estimate		\$332
Limit	\$250,000	
Auto Premium Estimate	uto Liability	\$250
Hired & Non-owned A Limit of Liability	\$1,000,000	
•	, ,	222
Head of Class Endorsement	t	\$82
Workers Compensation Pro Statutory State - NC	emium Estimate	\$8,618
Employers Liability	\$500/ \$500/ \$500	
Payroll Estimate	\$1,453,000	
Umbrella Premium Estimate		\$2,387
Limit of Liability	\$1,000,000	
TOTAL ESTIMATED PRI	EMIUM	\$18,228
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

04/08/2024

CHARTER MANAGEMENT AGREEMENT

This **CHARTER MANAGEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the <u>18th day of April, 2024</u> (the "**Effective Date**"), by and between American Traditional Academies, LLC ("**ATA**"), a limited liability corporation, and Centerpoint 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;
- 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;
- I. 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 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 and 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. Noninstructional 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 Boardapproved 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:

Centerpoint Classical Academy 8506 Rosedale Dr. Oak Ridge, NC 27310 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

Name: Mary Catherine Sauer

Title: Executive Director

Name: Taft Morle

Title: Manager

Centerpoint Classical Academy

Name: Matthew Schneider

Title: Board Chairman



Board Member Background Check
Each member of the founding board <u>must</u> submit a completed background check that meets the following parameters:
1) Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).
2) Background check must include any additional aliases that have been used by the individual.
3) Background check must include a completed county level check for any county returned in the Social Security Trace.
4) Background check must include a completed <u>nationwide check.</u>
Certification Statement:
Note: To be completed individually by each proposed founding charter school board member. Form must be signed by hand.
If a board member has been convicted of a misdemeanor or felony other than a minor traffic violation, attach a separate sheet listing the year of the charge, the charge, the verdict, and the final disposition.
I, Inothe P Andrew, certify that I have not been convicted of any misdemeanor or felony other than a minor traffic violation. Signature Date 424/2024
I,, certify that I have been convicted of a misdemeanor or felony other than a minor traffic violation.
Signature Date



Board Member Background Check
Each member of the founding board <u>must</u> submit a completed background check that meets the following parameters:
1) Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).
2) Background check must include any additional aliases that have been used by the individual.
3) Background check must include a completed county level check for any county returned in the Social Security Trace.
4) Background check must include a completed <u>nationwide check</u> .
Certification Statement:
Note: To be completed individually by <u>each</u> proposed founding charter school board member. Form must be signed by hand.
If a board member has been convicted of a misdemeanor or felony other than a minor traffic violation, attach a separate sheet listing the year of the charge, the verdift, and the final disposition.
certify that I have not been convicted of any misdemeanor or felony other than a minor traffic violation.
SignatureDateDate
I,, certify that I have been convicted of a misdemeanor or felony other than a minor traffic violation.
Signature Date



Board Member Background Check
Each member of the founding board <u>must</u> submit a completed background check that meets the following parameters:
1) Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).
2) Background check must include any additional aliases that have been used by the individual.
3) Background check must include a completed county level check for any county returned in the Social Security Trace.
4) Background check must include a completed <u>nationwide check.</u>
Certification Statement:
Note: To be completed individually by <u>each</u> proposed founding charter school board member. Form must be signed by hand.
If a board member has been convicted of a misdemeanor or felony other than a minor traffic violation, attach a separate sheet listing the year of the charge, the charge, the verdict, and the final disposition.
I,
I, certify that I have been convicted of a misdemeanor or felony other than a minor traffic violation.
Signature Date



Signature _____

Board Member Background Check		
Each member of the founding board <u>must</u> submit a completed background check that meets the following parameters:		
1) Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).		
2) Background check must include any additional aliases that have been used by the individual.		
3) Background check must include a completed county level check for any county returned in the Social Security Trace.		
4) Background check must include a completed <u>nationwide check.</u>		
Certification Statement:		
Note: To be completed individually by <u>each</u> proposed founding charter school board member. Form must be signed by hand.		
f a board member has been convicted of a misdemeanor or felony other than a minor traffic violation, attach a separate sheet listing the year of t charge, the charge, the verdict, and the final disposition.		
certify that I have not been convicted of any misdemeanor or felony other than a minor traffic violation.		
Signature Date 4/18/2024		
certify that I have been convicted of a misdemeanor or felony other than a minor traffic violation.		



charge, the charge, the verdict, and the final disposition.

Charter School Board Member Background Check Form

Board Member Background Check		
Each member of the founding board <u>must</u> submit a completed background check that meets the following parameters:		
1) Background check must include a Social Security Trace (which scans his/her SSN and lists every county/state of residence where that SSN has been used).		
2) Background check must include any <u>additional aliases</u> that have been used by the individual.		
3) Background check must include a completed county level check for any county returned in the Social Security Trace.		
4) Background check must include a completed <u>nationwide check.</u>		
Certification Statement:		
Note: To be completed individually by <u>each</u> proposed founding charter school board member. Form must be signed by hand.		
If a board member has been convicted of a misdemeanor or felony other than a minor traffic violation, attach a separate sheet listing the year of the		

I, Mathew T. Schneiter, certify that I have not been convicted of any misdemeanor or felony other than a minor traffic violation.

Signature Mallho	3/. Jehneider Date 4-18-24	
I,	, certify that I have been convicted of a misdemeanor or felony other than a minor traffic vio	lation.
Signature	Date	



Note: To be completed individually by each proposed founding charter school board member. Please include a one-page resume with this form and sign 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.

School Information	
Name of charter school	Centerpoint Charter Academy

Board Member's Information	
Board Members	Full name: Matthew T. Schneider
	Home Address: 8506 Rosedale Drive, Oak Ridge, NC 27310
· · · · · · · · · · · · · · · · · · ·	Business Name & Address: High Point University, High Point, NC 27262
	Telephone No.: (336) 554-2145

•
E-mail address: mtschneider1727@gmail.com

Board Member Application	
Have you previously served on a board of a school district, another charter school, a non-public school, or any non-profit corporation?	No: □ Yes: X
Educational History	B.A. English, University of California at Berkeley M.A. English, University of Chicago Ph.D. English, University of California at Los Angeles
Employment History	Professor of English, Chapman University, 1991-2008 Professor of English, Associate Dean, High Point University, 2008-
How were you recruited to join this Board of Directors?	Jon Hardister, formerly a member of the NC House of Representatives suggested I contact the school's founder. I support the mission of classical education, and wish to offer my experience of three decades as a literature teacher to the school's mission of fostering appreciation for the ideals and achievements of Western Civilization.

XX/L 1	
Why do you wish to serve on the board of the proposed charter school?	I wish to promote and advance the benefits—both on an individual and societal basis—of classical learning and a liberal-arts approach to primary and secondary education.
How were you recruited to join this Board of Directors?	Jon Hardister, formerly a member of the NC House of Representatives suggested I contact the school's founder. I support the mission of classical education, and wish to offer my experience of three decades as a literature teacher to the school's mission of fostering appreciation for the ideals and achievements of Western Civilization.
Why do you wish to serve on the board of the proposed charter school?	I wish to promote and advance the benefits—both on an individual and societal basis—of classical learning and a liberal-arts approach to primary and secondary education.
What is your understanding of the appropriate role of a public charter school board member?	A public charter school member is responsible for effective and sensitive stewardship of public educational funds and trust, and for ensuring that the school furthers the goal of creating honest, diligent, and publicly minded citizens who will work toward improving our state and nation.
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 can be an effective board member.	I currently serve on the board of Liberty Charter Academy, approved by the CSAB in 2023 and scheduled to open in the Fall of 2025. I have three decades' experience in formulating and implementing effective educational programming, and an extensive background in educational theory. I will bring this combination of experience and expertise to my work on the charter school board.
Describe the specific knowledge and experience that you would bring to the board.	I have extensive experience as a classroom teacher, having designed and taught nearly thirty different courses over my three decades as a college professor. I also have taught online, and have overseen the pivot to online delivery of a wide range of courses in response to the Covid-19 pandemic in 2020-21. I will bring this experience, along with my deep understanding of the roots and traditions of classical thought, to my work on the charter school board.

School Mission and Program		
What is your understanding of the school's mission and guiding beliefs?	The school is dedicated to providing a classically-based education, student responsibility, and in fostering good character development as well as deep parental involvement.	
What is your understanding of the school's proposed educational program?	Classical, liberal arts-based curriculum that provides extensive knowledge of the accumulated wisdom and character-building potential of Western thought, setting students up for a lifetime of academic and professional achievement.	
What do you believe to be the characteristics of a successful school?	Successful schools are characterized by a high degree of parental involvement, enthusiasm among students for learning, synchronization of classroom experience with extra-curricular activities, and demonstrable competencies tied to learning.	
How will you know that the school is succeeding (or not) in its mission?	Student performance on validated assessment instruments will demonstrate their having mastered appropriate competencies. In addition, parental demand for placement in the school—as the school's reputation for outstanding outcomes grows—will index the degree to which the school is succeeding in its mission.	

Governance		
Describe the role that the board will play in the school's operation.	The board will oversee (as appropriate) the school's finances, student learning outcomes, personnel decisions, and curriculum. The board will also ensure that all operations further the school's mission and vision.	
How will you know if the school is successful at the end of the first year of operation?	The outcomes of student performance on validated assessment instruments will demonstrate the extent to which the school's curriculum is achieving its learning goals. If demand for placements in the school rise as the school's reputation for effective education grows, this will also be a measure of success.	
How will you know at the end of five years of the schools is successful?	Comparisons of grade-level achievements over a five-year period can be compared to those of other public schools. If the classical educational	

	model is successful, students will be significantly ahead of non-charter school students on benchmarks of grade level achievement.
What specific steps will the charter school board need to take to ensure that the school is successful?	The board will need to monitor closely the results of learning outcomes assessments undertaken at the various grade levels offered by the schools. The board will also need to review the curriculum to ensure that it prompts the students both to learn and to acquire the character traits that the school specifically targets: curiosity, diligence, grit, and a growth mindset.
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 first gather sufficient information and data to substantiate those beliefs. Once substantiated, I would bring the matter before the board, and ask the member to explain how their actions should not be viewed as unethical or in the best interests of the school. The board would then have the responsibility either to remove that member, or suggest a course of action to ameliorate the situation.

	Certification
I,Matthew T. Schneider	, 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 <u>Centerpoint Charter</u>
Academy Charter School is true a	and correct in every respect.

Board Memb	er's Signature
Signature Watthew! Achoud	Date 4/22/24

^{*}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 and the license validity. Click or tap here to enter text.



lote: To be completed individually by each proposed founding charter school board member. Please include a one-page resume with this form and sign by hand.

erving 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 nsuring 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 harter.

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

he purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance f 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 leir common mission, purposes, and obligations at the earliest stage of school development.

School Information	
Name of charter school	Liberty Charter Academy

Board Member's Information	
Board Members	Full name: Charles L. Davenport Jr.
	Home Address: 7205 Weatherstone Dr. Kernersville NC 27284
	Business: Excel Imaging 7300 Cessna Dr. GSO, NC 27409
	Telephone No.: 336-314-3497
	E-mail address: cdavenportjr@hotmail.com

Board Member Application	
Have you previously served on a board of a school district, another charter school, a non-public school, or any non-profit corporation?	No
Educational History	High School: Western Guilford, Greensboro, NC College: Appalachian State University, Boone, NC
Employment History	Excel Imaging Solutions, Greensboro, June 2022—present Mil-Chem, Thomasville, January 2021—March '22 American Valve, Greensboro, 20022020
How were you recruited to join this Board of Directors?	Someone nominated me (anonymously), and I met with Mrs. Sauer. I was delighted to be invited to serve.
Why do you wish to serve on the board of the proposed charter chool?	To do what I can to improve our kids' academic performance—literacy, in particular.
How were you recruited to join this Board of Directors?	Click or tap here to enter text.

Why do you wish to serve on the board of the proposed charter school?	
What is your understanding of the appropriate role of a public charter school board member?	To help craft policy to ensure that kids are learning as much as possible, and to serve as an advocate for the school. Assist with budget matters, creation of strategy, and oversight of administration.
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 can be an effective board member.	I am a champion of the cause of literacy, and I have excellent communication skills.
Describe the specific knowledge and experience that you would bring to the board.	I have a little bit of teaching and tutoring experience, and I have been a newspaper columnist for 20 years. Over the last three decades, I have also written book reviews, personal essays, short stories, and a novel. I am passionate about the written word, and I would like students to have the same opportunities that I have enjoyed.

School Mission and Program	
What is your understanding of the school's mission and guiding beliefs?	To develop responsible citizens through a classical program that includes the four pillars of character education. Parental involvement will be key, and academics will be rigorous.
What is your understanding of the school's proposed educational program?	An emphasis on academics and character; individual responsibility and parental involvement.
What do you believe to be the characteristics of a successful school?	Order in the classroom, and passionate, enthusiastic teachers who inspire their students to learn. Above average academic performance.
How will you know that the school is succeeding (or not) in its mission?	Steadily increasing enrollment, a culture of excellence, and a student body that meets or exceeds performance standards.

Describe the role that the board will play in the school's operation.	Steering the overall vision, creating policy toward that end, and overseeing implementation of policy by the LCA administration.
How will you know if the school is successful at the end of the first year of operation?	Community interest, swelling enrollment (including a waiting list), and students that not only learn a lot, but also enjoy doing so.
How will you know at the end of five years of the schools is successful?	Meeting enrollment objectives, support from the Jamestown area, and a student body that outperforms their peers in traditional public schools. Parental satisfaction, low staff turnover, and solid financial footing.
What specific steps will the charter school board need to take to ensure that the school is successful?	The board will need to closely monitor LCA's financial status, the academic achievement of its students, and progress toward the school's objectives. The board will have to adjust, as necessary.
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 offenders' actions to the chairman of the board and ensure that appropriate action is taken.

Certification	
I,Charles L. Davenport Jr, certify to the best of my knowledge and ability that the information am providing to the North Carolina State Board of Education as a prospective board member for Liberty Charter School is true and correct in every respect.	n I

	Board Member's Signature	
Signature (hush 1. Just)	Date 4/14/24	

If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response elow outlining the disciplinary action and the license validity. Click or tap here to enter text.



Note: To be completed individually by each proposed founding charter school board member. Please include a one-page resume with this form and sign 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.

School Information	
Name of charter school	Centerpoint Classical Academy

Board Member's Information	
Board Members	Full name Katharine Frazier
	Home Address: 532 Circle Drive, Burlington, NC 27215
	Business Name & Address:
	Telephone No.: (336) 263-4418
	E-mail address: katharineannefrazier@gmail.com

Board Member Application	
Have you previously served on a board of a school district, another charter school, a non-public school, or any non-profit corporation?	No: □ Yes: x
Educational History	MBA, Elon University, 2017 BFA, Elon University, 2005
Employment History	Ryder System, Inc (Formerly Impact Fulfillment Services (2018-present) - Senior Manager, Finance (Nov 2023-present) - Director, FP&A (2019-2023) - Senior Financial Analyst (2018-2019) SkySouth Aviation (2010-2018)
How were you recruited to join this Board of Directors?	I contacted Mary Catherine Sauer upon learning about her work in Guilford County, which was followed by general discussion about shared interest in Core Knowledge/classical education and opportunities to serve.

Why do you wish to serve on the board of the proposed charter school?	Knowledge-rich education can transform lives. This is an opportunity to serve directly by bringing this educational option to the children in Southeast Guilford, and also indirectly, to challenge myself as an organizational leader to understand what it takes to successfully launch a school.
How were you recruited to join this Board of Directors?	(Repeat question, note above) I contacted Mary Catherine Sauer upon learning about her work in Guilford County, which was followed by general discussion about shared interest in Core Knowledge/classical education and opportunities to serve.
Why do you wish to serve on the board of the proposed charter school?	(Repeat question, note above) Knowledge-rich education can transform lives. This is an opportunity to serve directly by bringing this educational option to the children in Southeast Guilford, and also indirectly, to challenge myself as an organizational leader to understand what it takes to successfully launch a school.
What is your understanding of the appropriate role of a public charter school board member?	Our scope is strategic vision, policy direction, and oversight. We are not involved in the day-to-day management of the organization, but we will have appropriate oversight, such as review of internal controls policies and monthly financial reporting.
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 can be an effective board member.	I currently serve as board treasurer for Financial Abuse Services of Alamance County as well as on the Session of First Presbyterian Church, Burlington. Additionally, I have served on the board and executive committee of the Alamance County Chamber of Commerce.
Describe the specific knowledge and experience that you would bring to the board.	As a Certified Management Accountant, I am fluent in budgeting and general financial management of an organization. I bring the ability to think critically about strategic objectives and how they are aligned with budgetary decisions. I think critically about financial reports, driven to find the "why" behind trends or outliers, which can lead to important organizational understanding.

What is your understanding of the school's mission and guiding beliefs?	Centerpoint will create a learning environment where students thrive as a whole person by using a challenging and engaging curriculum, cultivating personal responsibility, and promoting character education.
What is your understanding of the school's proposed educational program?	Having read many writings of E.D. Hirsch and followed the research of Natalie Wexler on the real impacts of a knowledge-rich curriculum, I am excited to help bring this option to more students locally. The Core Knowledge curriculum is sequenced to build the background knowledge of students that many of us take for granted. Some students have been exposed to lots of new ideas, educational trips with families, books at home, and trips to museums, but many others have not. This curriculum helps to "level the background knowledge playing field" so that all students are exposed to a broad-base of knowledge that will allow them to become deeper, more critical thinkers in the upper grades and throughout the course of life.
What do you believe to be the characteristics of a successful school?	An orderly environment, but one that is rooted in love and care for the students. A challenging environment, but one where students and teachers support and help each other succeed. A school where students are actively engaged in and excited about what they are learning, and where teachers have the support structure allow them to do what they love at the highest level possible.
How will you know that the school is succeeding (or not) in its mission?	There are measurable KPIs as indicated in the application which will be actively evaluated, but we must also consider the subjective context of the environment. Do the stories told about the school demonstrate students who are growing in character and personal responsibility? On an ordinary visit, does one see a calm, peaceful learning environment or one that is full of disruption? What are our graduates doing in their next phases of life, and what do they say about their time at Centerpoint? Actively visiting, being engaged in the school community and intentionally seeking feedback is how we will understand the context of the environment.

Describe the role that the board will play in the school's operation.	We will be responsible for directional policy setting and evaluation of achievement of the school's objectives, including evaluation of the managing organization, American Traditional Academies. Additionally, we will be responsible for budget development and routine review of financial position, hearing of grievances, oversight of policies and internal controls, and acting, where appropriate within the schedule of authorities, to review and enter contracts.
How will you know if the school is successful at the end of the first year of operation?	Ideally, we would have achieved the KPIs as set forth in this application and those results will be consistent with a positive narrative from community feedback. There will be unforeseen challenges in year 1, but those challenges would be met thoughtfully with minimal disruption to student learning. If KPIs are not met, there will be a solid plan of action and root-cause analysis where appropriate.
How will you know at the end of five years of the schools is successful?	In accordance with our goals, by the end of five years, we will be able to evaluate the 3-year growth rate of students to understand if those students are performing at or above grade level. Our KPIs will be achieved, and we will have learned and adjusted from annual evaluation. In five years, school culture will be well established and aligned with the vision set forth by the board. Students and teachers will be acclimated to the expectations and discipline referral trends will be favorable. This will be evident when visiting the school: students, teachers, and staff will be happy to be there and students will be engaged in content, possibly even discussing what they are learning outside of class. Our community will want to know what is happening at Centerpoint and how other schools can learn from what is happening here.

What specific steps will the charter school board need to take to Culture begins at the top. We must maintain a positive board culture. It ensure that the school is successful? is good to debate policy, but we must keep those conversations healthy and ethical, taking care to demonstrate the responsibility and accountability that we expect of our students. We must be diligent in achieving deadlines and critically reviewing reports and policy. We must avoid "group think," keeping aware that we each bring different and valuable perspectives. We must be engaged. Showing up for meetings, showing up in the community, and from time-to-time, showing up at the school so we can keep pulse on what is happening. How would you handle a situation in which you believe one or more Typically, there is a defined process for handling grievances and a members of the school's board were acting unethically or not in the proper chain of command to follow. At this point, I do not know what best interests of the school? that is for this specific board, but it will be important information to learn in board training, and I would follow the proper process. Most likely, the next step would be a confidential discussion with the board chair, unless the board chair were one of the members involved in the potentially unethical situation. If I were unclear on the right way to handle the situation, my professional organization, Institute of Management Accountants, has a confidential ethics hotline for helping members navigate ethics-related situations. I could use that as a resource, and if warranted, I would consult with an attorney.

Certification		
	certify to the best of my knowledge and ability that the information I am pard of Education as a prospective board member for _Centerpoint Classical Charter School is true and correct in every respect.	

	Board Member's Signature
Signature Athani Anger	Date 4/18/24



Note: To be completed individually by each proposed founding charter school board member. Please include a one-page resume with this form and sign 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.

School Information	
Name of charter school	Centerpoint Classical Academy

Board Member's Information	
Board Members	Full name: Douglas R MacColl
	Home Address: 4731 Jamesford Dr, JAMESTOWN NC 27282
	Business Name & Address:
	Telephone No.: 336-254-9196
	E-mail address: dougmaccoll@icloud.com

Board Member Application	
Have you previously served on a board of a school district, another charter school, a non-public school, or any non-profit corporation?	No: □ Yes: X
Educational History	BA, History Furman University 2003
Employment History	Pharmaceutical Sales Specialist 2006-Present in Greensboro NC and Roanoke VA regions; Program Director and Board Member – Wisdom In A Whisper Ministries, 2023-present
How were you recruited to join this Board of Directors?	Mary Catherine Sauer approached me about joining the Centerpoint Board given my experience and background serving on the Liberty Charter Academy Board since 2022.
Why do you wish to serve on the board of the proposed charter school?	I want to serve on this board because I believe that every child, regardless of where they live or how much money their family has, deserves access to an extraordinary classical education.
How were you recruited to join this Board of Directors?	Click or tap here to enter text.
Why do you wish to serve on the board of the proposed charter school?	Click or tap here to enter text.

What is your understanding of the appropriate role of a public charter school board member?	As a member of the Centerpoint Board, I will play an integral role in ensuring that the fiscal, governance, operational and academic policies of the school are followed and upheld. It will also be the role of the Board to uphold the integrity of the Charter issued upon approval
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 can be an effective board member.	I have served on the Board for Liberty Charter Academy since early 2022. Liberty Charter was approved by the NC Charter School Advisory Board in December 2023. I bring 2 years of experience of navigating the application and interview process, as well as being involved in the start up plan with Liberty Charter.
Describe the specific knowledge and experience that you would bring to the board.	As a parent of 2 children who have been fortunate to attend a charter school since August of 2020, I believe that I offer a solid understanding and perspective around the needs of a new school and how to ensure success. This requires great vision and leadership from the board, the school principal and staff, and great synergy between the school and the parents.

School Mission and Program	
What is your understanding of the school's mission and guiding beliefs?	The mission of Centerpoint Classical Academy is to develop responsible and active students/citizens through a foundation of rigorous academics, character education, and service through classical educational instruction and resources. This will also be blended with dedicated parental and community partnerships and synergy. Students will exemplify and demonstrate strong academic skills, character traits, and service mindsets daily as they mature and interact with the school community and prepare for secondary education. The four pillars of rigorous academics, parental involvement, character education and student responsibility are the foundation that LCA will be built on, and these will be reinforced, nurtured, and evident in daily life and culture of LCA.

What is your understanding of the school's proposed educational program?	Centerpoint will be using a curriculum built around Core Knowledge, Shurley English, Saxon Math, cursive handwriting in grades 3-5, Latin in grades 6-8, and CKLA.
What do you believe to be the characteristics of a successful school?	A successful school at a base level is one where both students and teachers thrive and are excited to be there! Certainly test scores are a strong indicator of the success or failure of a school, but having a culture that is built to allow kids to thrive in their academic pursuits and one where teachers can have freedom to inspire children and unlock their full potential and talent is a must! A successful school is also one in which other children want to attend and other teachers want to work at – and this only happens with great leaders and teachers driving the school's vision and capabilities!
How will you know that the school is succeeding (or not) in its mission?	The board will measure success by progress toward the school improvement goals.

Governance	
Describe the role that the board will play in the school's operation.	The board will work in concert with American Traditional Academies and the administration to ensure that fiscal, governance, operational and academic policies for the school are being met and adhered to. The board should exercise in good faith considering any recommendations of ATA. The board will cooperate with ATA, and provide in a timely fashion, all requested documents and information necessary for ATA to properly perform its responsibilities. The board will retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management and operation of the school. The board will actively participate in the annual board development and governance training, comply with the Board's Code of Conduct, and make reasonable efforts to govern the school with generally accepted best practices for charter school governance.
How will you know if the school is successful at the end of the first year of operation?	Key metrics of success are happy students, low attrition, a healthy waiting list, and expected growth on standardized tests.

How will you know at the end of five years of the schools is successful?	Long term success will be measured in the same way, by looking at student and parent satisfaction, academic success, financial health, and enrollment and waiting list.
What specific steps will the charter school board need to take to ensure that the school is successful?	The board will need to provide oversight and hold ATA accountable for meeting financial, academic, and operational goals.
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?	Operating or acting in any unethical manner is not acceptable in any capacity. Should I ever learn of one or more members of the board acting in this manner, I would immediately present this information to the other board members and request an explanation of the behaviors and immediate corrective action, up to removal from the board.

Certification

I. _Douglas Roberton MacColl_, 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 _Centerpoint Classical Academy_ is true and correct in every respect.

Board Member's Signature Date 04 19 2024

*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 and the license validity. Click or tap here to enter text.



Note: To be completed individually by each proposed founding charter school board member. Please include a one-page resume with this form and sign 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.

School Information	
Name of charter school	Centerpoint Classical Academy

Board Member's Information	
Board Members	Full name: Timothy P Andrew
	Home Address: 3719 Village Springs Drive, High Point NC 27265
	Business Name & Address:
	Telephone No.: (336)880-8308
	E-mail address: tpbandrew@gmail.com

Board Member Application	
Have you previously served on a board of a school district, another charter school, a non-public school, or any non-profit corporation?	No: x Yes: □
Educational History	Master of Business Administration, East Carolina University Information Systems Graduate certificate, Naval Postgraduate School Bachelor of Science in Information Technology, University of Phoenix
Employment History	Logistics Project Management, General Dynamics Mission Systems (Aug 2011 – Present) Active duty, US Marine Corps (Jul 84 – Oct 2010)
How were you recruited to join this Board of Directors?	I was asked personally after attending several informational meetings.
Why do you wish to serve on the board of the proposed charter school?	I believe in providing as many educational options as possible. My son benefited from attending a charter school for his middle school education and I am very thankful that I had that option for him.
What is your understanding of the appropriate role of a public charter school board member?	Provide oversight and guidance to the school; keep abreast of performance metrics with interfering with the day-to-day operations.
Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If	I am currently on the High Point City Council. I also have experience as a certified project management professional.

you have not had previous experience of this nature, explain why you can be an effective board member.	
Describe the specific knowledge and experience that you would bring to the board.	Executive experience as a Marine Corps officer, certified project manager, MBA

School Mission and Program	
What is your understanding of the school's mission and guiding beliefs?	Centerpoint Classical Academy will develop responsible, active citizens using a challenging, classical academic program, meaningful parental partnerships, character education, and an emphasis on student responsibility.
What is your understanding of the school's proposed educational program?	Classical educational program, working up to a K-8 school to provide an alternative to the traditional public school system.
What do you believe to be the characteristics of a successful school?	Focus on the fundamentals of reading and writing, along with preparing children with the building blocks to navigate an increasingly complex and interconnected world.
How will you know that the school is succeeding (or not) in its mission?	A combination of test scores, parental feedback, and student performance outside of this school.

Governance	
Describe the role that the board will play in the school's operation.	Oversight, acquiring resources, assisting with navigating administrative hurdles.
How will you know if the school is successful at the end of the first year of operation?	Retention of students, increase in applications, good, standardized test scores.
How will you know at the end of five years of the schools is successful?	Retention of students, increase in applications, good, standardized test scores, along with performance in college.

What specific steps will the charter school board need to take to ensure that the school is successful?	Clear, collaborative communication. Learning about and implementing best practices within the educational body of knowledge that can be applied to this school.
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?	Integrity is at the hallmark of those who have earned the title U.S. Marine. I see no difference in handling my duties in an ethical manner here as I have sworn to uphold and defend the Constitution for 40 years.

Certification

I, Timothy P. Andrew, 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 Centerpoint Classical Academy Charter School is true and correct in every respect.

Board Member's Signature			
Signature Sand	Date Apr 25, 2024		

^{*}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 and the license validity. Click or tap here to enter text.

Area of Proposed Coverage	Proposed Amount of Coverage	Cost (Quote)	
Comprehensive General Liability	\$1,000,000.00/occurrence	\$	1,573.00
Officers and Directors/Errors and Omissions	\$1,000,000.00/occurrence	\$	4,277.00
Property Insurance	\$472,500	\$	709.00
Automobile Liability	\$1,000,000.00/occurrence	\$	250.00
Crime Coverage - Minimum/Maximum Amount	\$250,000.00 \$250,000.00	\$	332.00
Worker's Compensation	\$500,000.00	\$	8,618.00
Other Coverage	\$1,000,000	\$	2,469.00
Total Cost		\$	18,228.00



Centerpoint Classical Academy APPENDIX A 4.4 IRS FORM 990

American Traditional Academies is a limited liability corporation and does not file a Form 990 with IRS. The attachments in the previous questions document ATA's financial good standing.

Board Member Nan	ո <u> Board Title</u>	Phone Numb	eı Email Address	County of Residence	Current Occupation	Past or Present Professional Licenses H	el Any disciplinary action taken against any of these professional licenses?
Katharine Frazier	Treasurer	336-263-4418	katharineannefrazier@gmail.co	on Alamance	Corporate Finance Manager	Certified Management Accountant	No
Charles L Davenport Jr.	Secretary	336-314-3497	cdavenportjr@hotmail.com	Forsyth	Warehouse & Facility Manager	None	N/A
Matthew Schneider	Chairman	336-554-2145	mtschneider1727@gmail.com	Guilford	University Professor/Administrat	tolnone	N/A
Doug Maccoll	Vice Chairmar	3362549196	dougmaccoll@icloud.com	Guilford	Sales	None	N/A
Tim Andrew	Board Membe	3368808308	tpbandrew@gmail.com	Guilford	Logistics PM	PMP	No



March 22, 2024

To Whom It May Concern:

Central Bank has had and continues to have a long-standing relationship with Michael T. Morley. He is an exceptional 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,

Nic Jones

Vice President

Spanish Fork Office Manager





775 West 1200 North, Suite 100 Springville, UT 84663 (801) 489-9535 (801) 489-8493 fax www.amercd.com

March 20, 2024

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 up to the amount of \$500,000 per school, as needed.

For over 20 years, ACD has successfully developed more than 80 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. 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,

Manager

MM/tm



REPRESENTATIVE ALAN BRANSON

North Carolina General Assembly 59th District

604 LEGISLATIVE OFFICE BUILDING 300 N. SALISBURY STREET RALEIGH, NC 27603-5925 PHONE: (919) 733-5191 EMAIL: alan.branson@ncleg.gov EDUCATION - UNIVERSITIES
FINANCE
JUDICIARY 2
LOCAL GOVERNMENT
UNC BOARD OF GOVERNORS - NOMINATIONS

April 23, 2024

Dear Charter School Review Board Members:

As the recently appointed representative of Southeast Guilford County in the North Carolina House of Representatives, I want to express my support of the application for Centerpoint Classical Academy to open a charter school in 2026.

I personally know several members of the team that are preparing to bring this school to our community, including board member Jon Hardister, and Mary Catherine Sauer, whose other schools in Guilford County have been very successful.

This group will bring another high-quality educational option to the parents Guilford County. I am confident that our community will benefit from their efforts.

Centerpoint Classical Academy has my full support. I hope every consideration will be given for approval from your board.

Thank you for your continued efforts for the education of our State's children.

Sincerely,

Representative Alan Branson





.32

June 30, 2021

Page 1

ount *****5810 FREE BUSINESS CHECKING		June	e 8, 2021 thru June 30,
	Beginning Balan	ce	.00
	Deposits	1	5,000.00
	Checks	0	.00
	Electronic Check	ks 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
			3,000.00
	·		
		Number	Amount
Withdrawals and Other Debits		Number	
Withdrawals and Other Debits Date			Amount
Withdrawals and Other Debits Date Description	Total For This Period	Number Total Year-to-Date	Amount
Withdrawals and Other Debits Date	Total For	Total	Amount
Withdrawals and Other Debits Date Description 6/15/21 DELUXE CHECK CHECK/ACC.	Total For This Period	Total Year-to-Date	Amount
Withdrawals and Other Debits Date Description 6/15/21 DELUXE CHECK CHECK/ACC. Total Paid Overdraft Total Returned Item Fees	Total For This Period \$.00	Total Year-to-Date \$.00	Amount
Withdrawals and Other Debits Date Description 6/15/21 DELUXE CHECK CHECK/ACC. Total Paid Overdraft Total Returned Item Fees Daily Balance Summary	Total For This Period \$.00 \$.00	Total Year-to-Date \$.00 \$.00	Amount 16.00
Withdrawals and Other Debits Date Description 6/15/21 DELUXE CHECK CHECK/ACC. Total Paid Overdraft Total Returned Item Fees	Total For This Period \$.00	Total Year-to-Date \$.00	Amount



2.32

July 31, 2021

Page 1

	810 FREE BUSINES	S CHECKING			July	1, 2021 thru J	uly 31,
				Beginning Balan		4,984.00	
				Deposits Checks	1 1	5,000.00 3,250.00	
				Electronic Chec	_	.00	
				Withdrawals	1	3,000.00	
				Ending Balance	_	3,734.00	
Deposits and	d Other Credits						
		escription			Number	Amount	
	7/09/21 I	NTERNET FROM	CHECKING 5787			5,000.00	
Checks							
Number		Amount	Number Date	Amount	Number	Date	Amount
101 Withdrawals	and Other Debit	s,250.00 s					
	Date D	escription			Number	Amount	
		Description Debit Memo			Number	Amount 3,000.00	
				Total For	Number Total		
				Total For This Period			
	7/12/21 D		raft		Total		
	7/12/21 D	Debit Memo		This Period	Total Year-to-Date		
Daily Balanc	7/12/21 D Tota	Debit Memo		This Period \$.00	Total Year-to-Date \$.00		
	7/12/21 D Tota	Debit Memo		This Period \$.00	Total Year-to-Date \$.00		Balan



.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	Total
	This Period	Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 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	Total
	This Period	Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 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	Total
	This Period	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		



.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 5,000.00 907.38-Checks 1 Electronic Checks .00 0 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 102 11/19/21 Date Amount Number Amount Number Date Amount Date 907.38 Withdrawals and Other Debits _ Description Number Amount Date 11/02/21 INTERNET TO CHECKING 9011 385.00 11/10/21 INTERNET TO CHECKING 9011 1,375.41 25.00 11/19/21 1 Paid Overdraft on 11/18/21 Total For Total This Period Year-to-Date \$25.00 Total Paid Overdraft \$25.00 \$.00 Total Returned Item Fees \$.00 _ Daily Balance Summary _

Balance

21.59

Date

11/19/21

Balance

910.79-

Date

11/22/21



Balance

4,089.21

Balance

1,397.00

Date

11/10/21

Date

11/02/21



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 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			Numbe	er 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	Total
	This Period	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		



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 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	Total	
	This Period	Year-to-Date	
Total Paid Overdraft	\$.00	\$.00	
Total Returned Item Fees	\$.00	\$.00	



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 February 28, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

February 1, 2022 thru February 28, 2022

	3,447.39
0	.00
0	.00
0	.00
4	1,190.00
	2,257.39
	0 0 0 4

____ 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	Total	
	This Period	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



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 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	Total
	This Period	Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00



1 .32 April 30, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING April 1, 2022 thru April 30, 2022 2,257.39 Beginning Balance 5,000.00 Deposits 1 Checks 0 .00 Electronic Checks .00 0 Withdrawals 4,202.00-3,055.39 Ending Balance Deposits and Other Credits Date Description Number Amount 4/06/22 INTERNET FROM CHECKING 5787 5,000.00 Withdrawals and Other Debits Date Description
4/05/22 INTERNET TO CHECKING 9011 Number Amount 500.00 4/06/22 Debit Memo 3,000.00 4/19/22 NC SECRETARY OF FILINGS ID 11608710 202.00 4/29/22 INTERNET TO CHECKING 9011 500.00 Total For Total

_ Daily Balance Summary

Total Paid Overdraft

Total Returned Item Fees

Date	Balance	Date	Balance	Date	Balance	Date	Balance
4/05/22	1,757.39	4/06/22	3,757.39	4/19/22	3,555.39	4/29/22	3,055.39

This Period

\$.00

\$.00

Year-to-Date

\$.00



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663

May 31, 2022

Page 1

	810 FREE BUSINESS	5 CHECKING		Ma	y 1, 2022 thru May 31	, 2
			Beginning Baland		3,055.39	
			Deposits	1	5,000.00	
			Checks	0	.00	
			Electronic Check			
			Withdrawals	1	3,303.88-	
			Ending Balance		4,751.51	
Deposits and	d Other Credits _					
	Date De	escription		Number	Amount	
	5/23/22 IN	NTERNET FROM CHECKING 5787		TVG((IDC)	5,000.00	
Withdrawals	and Other Debits	3				
Withdrawals		sarintion		Number	Amount	
Withdrawals	Date De	escription WIERNET TO CHECKING 9011		Number	Amount 3,303.88	
Withdrawals	Date De	escription				
Withdrawals	Date De	escription	Total For	Total		
Withdrawals		escription	Total For This Period	Total Year-to-Date		
Withdrawals	Date De 5/23/22 IN Total	escription NTERNET TO CHECKING 9011	Total For	Total		
	Date De 5/23/22 IN Total	escription NTERNET TO CHECKING 9011	Total For This Period \$.00	Total Year-to-Date \$.00		
	Date De 5/23/22 IN Total	escription NTERNET TO CHECKING 9011	Total For This Period \$.00	Total Year-to-Date \$.00		an



1 .32 June 30, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

June 1, 2022 thru June 30, 2022

 Beginning Balance
 4,751.51

 Deposits
 0
 .00

 Checks
 1
 453.69

 Electronic Checks
 0
 .00

 Withdrawals
 3
 804.70

 Ending Balance
 3,493.12

___ Checks _

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
103	6/02/22	453.69						

____ Withdrawals and Other Debits _____

Date	Description			Number	Amount
6/07/22	INTERNET TO	CHECKING	9011		284.70
6/15/22	INTERNET TO	CHECKING	9011		500.00
6/22/22	INTERNET TO	CHECKING	4983		20.00

	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
6/02/22	4,297.82	6/07/22	4,013.12	6/15/22	3,513.12	6/22/22	3,493.12



.32

July 31, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

July 1, 2022 thru July 31, 2022

Beginning Balance		3,493.12
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	1	99.00-
Ending Balance		3,394.12

Withdrawals and Other Debits

 Date
 Description
 Number
 Amount

 7/15/22
 Cogency Global I PAYMENT ID 22071426148406
 99.00

	Total For	Total
	This Period	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
7/15/22	3,394.12						



1 .32 August 31, 2022

Page 1

ount *****581) FREE BUSI	INESS CHECKING				August 1	, 2022 thru Au	gust 31,
					Beginning Baland	ce	3,394.12	2
					Deposits	1	5,000.00	
					Checks	1	754.03	3 -
					Electronic Check		.00)
					Withdrawals	5	4,760.1	5-
					Ending Balance		2,879.94	4
Deposits and)ther Credi	its						
	Date	Description				Number	Amount	
		22 INTERNET FRO		787			5,000.00	
Checks								
Number 1	Date	Amount	Number	Date	Amount	Number	Date	Amount
104 8	/23/22	754.03						
Withdrawals a	nd Other De	ebits						
	Date	Description				Number	Amount	
	8/01/2	22 DAVIESALLEN	, P.C SALE				625.00	
	8/04/2	22 INTERNET TO	CHECKING 901	.1			500.00	
		22 INTERNET TO					3,085.99	
	, ,	22 INTERNET TO					500.00	
	8/24/2	22 INTERNET TO	CHECKING 578	:7			49.16	
					Total For	Total		
					This Period	Year-to-Date		
	<u> </u>	Total Paid Over			\$.00 \$.00	\$.00 \$.00		

Balance

4,183.13

3,683.13

Date

8/23/22

Balance

2,929.10

Date

8/24/22

Balance 2,879.94

_ Daily Balance Summary _

Balance

2,769.12

2,269.12

Date

8/17/22

8/15/22

Date

8/01/22

8/04/22



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 September 30, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

September 1, 2022 thru September 30, 2022

 Beginning Balance
 2,879.94

 Deposits
 0
 .00

 Checks
 0
 .00

 Electronic Checks
 0
 .00

 Withdrawals
 1
 500.00

Ending Balance 2,379.94

Withdrawals and Other Debits

 Date
 Description
 Number
 Amount

 9/07/22
 INTERNET TO CHECKING 9011
 500.00

	Total For	Total	
	This Period	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
9/07/22	2,379.94						



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 October 31, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

October 1, 2022 thru October 31, 2022

Beginning Balance		2,379.94
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		2,379.94

	Total For	Total	
	This Period	Year-to-Date	
Total Paid Overdraft	\$.00	\$.00	
Total Returned Item Fees	\$.00	\$.00	



1 .32 November 30, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING November 1, 2022 thru November 30, 2022 Beginning Balance 2,379.94 5,609.40 Deposits 2 .00 Checks 0 Electronic Checks 0 .00 Withdrawals 1 2,870.35-Ending Balance 5,118.99 Deposits and Other Credits Date Description Number Amount 11/02/22 INTERNET FROM CHECKING 5787 5,000.00 11/16/22 Deposit 609.40 Withdrawals and Other Debits Date Description Number Amount 11/02/22 INTERNET TO CHECKING 9011 2,870.35 Total For Total This Period Year-to-Date \$.00 Total Paid Overdraft \$.00 Total Returned Item Fees

Balance

5,118.99

Date

Balance

Date



Balance

_ Daily Balance Summary _

11/02/22

Balance

4,509.59

Date

11/16/22



5 .32 December 31, 2022

Page 1

Account *****5810 FREE BUSINESS CHECKING

December 1, 2022 thru December 31, 2022

Beginning Balance		5,118.99
Deposits	2	3,380.00
Checks	3	3,224.19
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		5,274.80

Number

5,274.80

_ Deposits and Other Credits _

 $\begin{array}{cc} \underline{\text{Date}} & \underline{\text{Description}} \\ 12/28/22 & \underline{\text{Deposit}} \end{array}$ 12/28/22 Deposit

___Amount 280.00

3,100.00

_ Checks ___

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2001	12/09/22	681.69	2003*	12/09/22	742.50	2004	12/12/22	1,800.00

	Total For	Total
	This Period	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
12/09/22	2 604 90	12/12/22	1 00/ 00	12/20/22	5 274 90 l		



4 .32 January 31, 2023

Page 1

Account *****5810 FREE BUSINESS CHECKING

January 1, 2023 thru January 31, 2023

Beginning Balance 5,274.80 5,000.00 Deposits 1 Checks 7,472.91-4 .00 Electronic Checks 0 Withdrawals 0 .00 2,801.89 Ending Balance

Deposits and Other Credits

Date Description
1/12/23 INTERNET FROM CHECKING 5787

Number

Amount

5,000.00

___ Checks _

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2005	1/13/23	842.41	2007	1/17/23	130.50	2008	1/19/23	4,000.00
2006	1/09/23	2,500.00			İ			

	Total For	Total
	This Period	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
1/09/23	2,774.80	1/13/23	6,932.39	1/17/23	6,801.89	1/19/23	2,801.89
1/12/23	7,774.80						



3 .32 February 28, 2023

Page 1

Account *****5810 FREE BUSINESS CHECKING

February 1, 2023 thru February 28, 2023

Amount

2,801.89 Beginning Balance Deposits 1 50,000.00 Checks 1,321.52-3 Electronic Checks 0 .00 Withdrawals 2 50,205.00-1,275.37 Ending Balance

Deposits and Other Credits

Date Description Number 2/07/23 INTERNET FROM CHECKING 5787 50,000.00

__ Checks _

Number Date 2001 2/08/23 Amount Number Date 2003* 2/21/23 Amount Number Date Amount 675.00 507.06 2004 2/28/23 139.46

Withdrawals and Other Debits $_$

<u>Da</u>te Description Number Amount 2/07/23 INTERNET TO CHECKING 9011 50,000.00 2/22/23 DAVIESALLEN, P.C SALE 205.00

	Total For	Total
	This Period	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
2/08/23	2,126.89	2/21/23	1,619.83	2/22/23	1,414.83	2/28/23	1,275.37



3 .32 March 31, 2023

Page 1

unt ******	5810 FREE BU	JSINESS CHECKING			March	1, 2023 thru Ma	rch 31,
				Beginning Bala	nce	1,275.37	
				Deposits	1	6,000.00	
				Checks	3	1,678.10	-
				Electronic Che	cks 0	.00	
				Withdrawals	0	.00	
				Ending Balance		5,597.27	
eposits a	nd Other Cre	edits					
	Dat	te Description			Number	Amount	
						110 0110	
		3/23 INTERNET FROM	1 CHECKING 5787		114111201	6,000.00	
Checks			4 CHECKING 5787		114.1.2.02		
Number	3/03 Date	3/23 INTERNET FROM Amount	Number Date	Amount	Number	6,000.00 Date	Amount
	3/03	3/23 INTERNET FROM				6,000.00	
Number	3/03 Date	3/23 INTERNET FROM Amount	Number Date		Number	6,000.00 Date	
Number	3/03 Date	Amount 1,098.00	Number Date 2006 3/14/23	500.00	Number 2008*	6,000.00 Date	
Number	3/03 Date	Amount 1,098.00 Total Paid Overo	Number Date 2006 3/14/2:	Total For This Period \$.00	Number 2008*	6,000.00 Date	Amount 80.10
Number	3/03 Date	Amount 1,098.00	Number Date 2006 3/14/2:	Total For This Period	Number 2008* Total Year-to-Date	6,000.00 Date	
	3/03 Date	Amount 1,098.00 Total Paid Overo	Number Date 2006 3/14/2:	Total For This Period \$.00	Number 2008* Total Year-to-Date \$.00	6,000.00 Date	
Number 2005	3/03 Date	Amount 1,098.00 Total Paid Overo	Number Date 2006 3/14/2:	Total For This Period \$.00	Number 2008* Total Year-to-Date \$.00	6,000.00 Date	
Number 2005	Date 3/09/23	Amount 1,098.00 Total Paid Overo	Number Date 2006 3/14/2:	Total For This Period \$.00	Number 2008* Total Year-to-Date \$.00	6,000.00 Date	



5 .32 April 30, 2023

Page 1

Account *****5810 FREE BUSINESS CHECKING

April 1, 2023 thru April 30, 2023

5,597.27 Beginning Balance Deposits 1 20,000.00 Checks 4,844.37-5 .00 Electronic Checks 0 Withdrawals 1 40.00-Ending Balance 20,712.90

Deposits and Other Credits

 Date
 Description
 Number
 Amount

 4/24/23
 INTERNET FROM CHECKING 5787
 20,000.00

___ Checks

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2007	4/04/23	500.00	2010	4/18/23	115.00	2012	4/26/23	1,000.00
2009*	4/05/23	664.56 İ	2011	4/07/23	2,564.81			

____ Withdrawals and Other Debits _____

 Date
 Description
 Number
 Amount

 4/04/23
 DAVIESALLEN, P.C SALE
 40.00

	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
4/04/23	5,057.27	4/07/23	1,827.90	4/24/23	21,712.90	4/26/23	20,712.90
4/05/23	4,392.71	4/18/23	1,712.90				



5 .32 May 31, 2023

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Account *****5810 FREE BUSINESS CHECKING

May 1, 2023 thru May 31, 2023

 Beginning Balance
 20,712.90

 Deposits
 0
 .00

 Checks
 5
 4,482.13

 Electronic Checks
 0
 .00

 Withdrawals
 0
 .00

 Ending Balance
 16,230.77

Checks

N	umber	Date	Amount	Number	Date	Amount	Number	Date	Amount
	2013	5/01/23	500.00	2015	5/04/23	920.25	2017	5/16/23	611.10
	2014	5/09/23	1,800.00	2016	5/15/23	650.78			

	Total For	Total
	This Period	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
5/01/23	20,212.90	5/09/23	17,492.65	5/15/23	16,841.87	5/16/23	16,230.77
5/04/23	19,292.65						



6 .32 June 30, 2023

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unt *****	unt *****5810 FREE BUSINESS CHECKING							June 1, 2023 thru June 30, 2		
					Beginning Balance		16,230.7	7		
					Deposits	1	125.0			
					Checks	5	2,640.3	3 -		
					Electronic Checks	0	.0			
					Withdrawals	1	125.0	0 -		
					Ending Balance		13,590.4	4		
Deposits a	nd Other Cred: $\frac{\text{Date}}{6/29/3}$	Description 23 Deposit				Number	Amount 125.00			
Checks										
Number	Date	Amount	Number	Date	Amount	Number	Date	Amount		
	6/08/23	1,064.32	2020	6/15/23	90.73	2022	6/15/23	565.34		
2018			2021	6/21/23	500.00					
2018 2019	6/14/23	419.94	2021	0/21/23						
2019	6/14/23 s and Other De	'								
2019		'	2021			Number	Amount			

Daily Balance S	Summary
-----------------	---------

Total Paid Overdraft

Total Returned Item Fees

Date	Balance	Date	Balance	Date	Balance	Date	Balance
6/08/23	15,166.45	6/14/23	14,621.51	6/21/23	13,465.44	6/29/23	13,590.44
6/12/23	15,041.45	6/15/23	13,965.44			ĺ	

Total For

This Period

\$.00

\$.00

Total

Year-to-Date

\$.00

\$.00



6 .32 July 31, 2023

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Account *****5810 FREE BUSINESS CHECKING

July 1, 2023 thru July 31, 2023

Beginning Balance		13,590.44
Deposits	0	.00
Checks	5	1,386.54
Electronic Checks	0	.00
Withdrawals	6	8,999.14
Ending Balance		3,204,76

Checks

_	Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
	2023	7/12/23	128.09	2025	7/10/23	105.20	2027	7/17/23	320.25
	2024	7/12/23	333.00	2026	7/12/23	500.00			

_____Withdrawals and Other Debits ______

Date	Description	Number	Amount
7/10/23	HIVE INSURANCE L SALE		1,912.45
7/10/23	HIVE INSURANCE L SALE		350.00
7/26/23	postage m sauer 5810 me		9.65
7/27/23	PAYCHEX PAYROLL ID 03191000006380X		5,178.68
7/27/23	PAYCHEX TPS TAXES ID 03194300022872X		1,488.70
7/28/23	PAYCHEX EIB INVOICE ID X03201000033495		59.66

	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
7/10/23	11,222.79	7/17/23	9,941.45	7/27/23	3,264.42	7/28/23	3,204.76
7/12/23	10,261.70	7/26/23	9,931.80				



14 .55 August 31, 2023

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3	+++++F01A	COMMENCER	CHIPCHIA
ACCOUNT	~~~~~SBIU	COMMERCIAL	CHECKING

August 1, 2023 thru August 31, 2023

Beginning Balance		3,204.76
Deposits	3	55,853.74
Checks	11	12,989.32-
Electronic Checks	0	.00
Withdrawals	11	32,074.78-
Ending Palango		12 004 40

___ Deposits and Other Credits ___

Date	Description	Number	Amount
8/14/23	Deposit		36,235.08
8/14/23	Deposit		9,958.56
8/16/23	PAYCHEX - RCX PAYROLL ID 03456800001416X		9,660,10

_ Checks

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2028	8/22/23	176.01	2032	8/23/23	200.00	2036	8/24/23	1,800.00
2029	8/22/23	835.20	2033	8/28/23	500.00	2037	8/23/23	5,000.00
2030	8/24/23	3,658.90	2034	8/29/23	106.75	2039*	8/22/23	41.22
2031	8/25/23	150.00	2035	8/22/23	521.24			

___ Withdrawals and Other Debits _____

Date	Description	Number	Amount
8/16/23	PAYCHEX-RCX PAYROLL ID 03445700003757X		19,320.24
8/16/23	PAYCHEX TPS TAXES ID 03451200006681X		3,946.74
8/17/23	PAYCHEX EIB INVOICE ID X03457900000007		67.82
8/17/23	PAYCHEX EIB INVOICE ID X03457900000002		37.50
8/18/23	OBB ACH SETUP FEE		50.00
8/22/23	BCBS NC GRP DRAFT ID T28066425		2,087.14
8/30/23	PAYCHEX TPS TAXES ID 03670500012150X		1,705.11
8/30/23	PAYCHEX-RCX PAYROLL ID 03674500004145X		4,688.94
8/31/23	PAYCHEX EIB INVOICE ID X03693900005393		45.66
8/31/23	PRAESIDIUM SALE		85.00
8/31/23	Service Charge		40.63

	Total For	Total	
	This Period	Year-to-Date	
Total Paid Overdraft	\$.00	\$.00	
Total Returned Item Fees	\$ 00	\$ 00	





AMERICAN TRADITIONAL August 31, 2023

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Account	*****5810	COMMERCIAL	CHECKING					Continue
Daily Ba	lance Summa	гу						
Date	Ba	lance	Date	Balance	Date	Balance	Date	Balance
8/14/23	49,3	98.40	8/18/23	35,636.20	8/24/23	21,316.49	8/29/23	20,559.74
8/16/23	35,7	91.52	8/22/23	31,975.39	8/25/23	21,166.49	8/30/23	14,165.69
8/17/23	35.6	86.20 İ	8/23/23	26.775.39	8/28/23	20.666.49	8/31/23	13,994.40



7 .32 September 30, 2023

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Account *****5810 COMMERCIAL CHECKING

September 1, 2023 thru September 30, 2023

Beginning Balance		13,994.40
Deposits	2	14,973.85
Checks	6	3,026.45-
Electronic Checks	0	.00
Withdrawals	11	18,323.20-
Ending Palango		7 610 60

___ Deposits and Other Credits ___

Date	Description				Number	Amount
9/21/23	PAYCHEX-RCX	PAYROLL	ID	04003500000574X		4,412.11
9/25/23	Deposit				1	0,561.74

_ Checks

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2040	9/11/23	1,150.00	2042	9/11/23	78.26	2044	9/18/23	188.54
2041	9/06/23	832.45	2043	9/21/23	217.20	2045	9/27/23	560.00

____ Withdrawals and Other Debits _____

Date	Description	Number	Amount
9/06/23	PRAESIDIUM SALE		200.00
9/07/23	AMERICAN TRADITI CONSULTING		500.00
9/15/23	PAYCHEX - RCX PAYROLL ID 03941800000771X		4,412.12
9/18/23	PAYCHEX TPS TAXES ID 03942700005013X		1,712.97
9/21/23	SUN LIFE CANADA PAYMENTREQ ID 1084719		390.93
9/21/23	PAYCHEX-RCX PAYROLL ID 04003500001616X		4,412.11
9/22/23	PAYCHEX EIB INVOICE ID X04006700029907		45.66
9/28/23	PAYCHEX TPS TAXES ID 04092400031945X		1,693.14
9/28/23	PAYCHEX PAYROLL ID 04097800000319X		4,842.72
9/29/23	PAYCHEX EIB INVOICE ID X04099000008050		70.66
9/30/23	Service Charge		42.89

	Total For	Total	
	This Period	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
9/06/23	12,961.95	9/15/23	6,821.57	9/22/23	4,266.27	9/28/23	7,732.15
9/07/23	12,461.95	9/18/23	4,920.06	9/25/23	14,828.01	9/29/23	7,661.49
9/11/23	11,233.69	9/21/23	4,311.93	9/27/23	14,268.01	9/30/23	7,618.60





AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663

4 .32 October 31, 2023

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Account *****5810 COMMERCIAL CHECKING

October 1, 2023 thru October 31, 2023

Beginning Balance 7,618.60 Deposits 2 68,287.76 Checks 8,150.77-3 .00 Electronic Checks 0 Withdrawals 12 18,962.79-Ending Balance 48,792.80

Deposits and Other Credits

 Date
 Description
 Number
 Amount

 10/04/23
 LEGACY CLASS ACA ATA ACJ ID ATA
 1,818.63

 10/12/23
 Deposit
 66,469.13

_ Checks __

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2046	10/02/23	250.16	2047	10/18/23	4,016.72	2048	10/18/23	3,883.89

Withdrawals and Other Debits

Date	Description	Number	Amount
10/03/23	AMERICAN TRADITI CONSULTING		500.00
10/04/23	SUN LIFE CANADA PAYMENTREQ ID 1085887		390.93
10/12/23	PAYCHEX - RCX PAYROLL ID 04261800000123X		5,207.63
10/12/23	PAYCHEX TPS TAXES ID 04261100028247X		1,840.86
10/13/23	PAYCHEX EIB INVOICE ID X04273100059344		88.95
10/18/23	PAYCHEX TPS TAXES ID 04329600005875X		224.00
10/26/23	BCBS NC GRP DRAFT ID T28653100		3,051.93
10/27/23	PAYCHEX TPS TAXES ID 04458600003938X		1,868.55
10/27/23	PAYCHEX - RCX PAYROLL ID 04459200001429X		5,038.52
10/30/23	PAYCHEX EIB INVOICE ID X04462700051590		47.70
10/30/23	PRAESIDIUM SALE		665.00
10/31/23	Service Charge		38.72

	Total For	Total
	This Period	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
10/02/23	7,368.44	10/12/23	67,716.78	10/26/23	56,451.29	10/30/23	48,831.52
10/03/23	6,868.44	10/13/23	67,627.83	10/27/23	49,544.22	10/31/23	48,792.80
10/04/23	8,296.14	10/18/23	59,503.22				





AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 9 .32 November 30, 2023

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Account *****5810 COMMERCIAL CHECKING

November 1, 2023 thru November 30, 2023

Beginning Balance		48,792.80
Deposits	2	13,906.47
Checks	7	7,571.76
Electronic Checks	0	.00
Withdrawals	12	18,347.88
Ending Balance		36,779.63

_____ Deposits and Other Credits _____

Date	Description	Number	Amount
11/10/23	Deposit		1,827.72
11/20/23	Deposit		12,078.75

_ Checks

	Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
_	2049	11/20/23	287.31	2052	11/22/23	416.67	2054	11/20/23	2,500.00
	2050	11/14/23	253.52	2053	11/20/23	655.92	2055	11/16/23	2,500.00
	2051	11/17/23	958.34						

____ Withdrawals and Other Debits ____

Date	Description	Number	Amount
11/01/23	AMERICAN TRADITI CONSULTING		500.00
11/02/23	SUN LIFE CANADA PAYMENTREQ ID 1108016		390.93
11/06/23	PRAESIDIUM SALE		315.00
11/14/23	PAYCHEX - RCX PAYROLL ID 04664100004659X		5,089.71
11/14/23	PAYCHEX TPS TAXES ID 04659300014511X		1,804.13
11/28/23	SUN LIFE CANADA PAYMENTREQ ID 1129331		390.93
11/29/23	BCBS NC GRP DRAFT ID T28950825		3,051.93
11/29/23	PAYCHEX TPS TAXES ID 04839700014215X		1,759.01
11/29/23	PAYCHEX-RCX PAYROLL ID 04842000006406X		4,959.56
11/30/23	PAYCHEX EIB INVOICE ID X04852400010665		47.70
11/30/23	JOHN HANCOCK ACH DEBIT PRENOTE ID 0164848		
11/30/23	Service Charge		38.98

	Total For	Total
	This Period	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
11/01/23	48,292.80	11/02/23	47,901.87	11/06/23	47,586.87	11/10/23	49,414.59



AMERICAN TRADITIONAL November 30, 2023

Account	*****5810 COMMERCIAL CHECKING						
Date	Balance	Date	Balance	Date	Balance	Date	Balance
11/14/23	42,267.23	11/17/23	38,808.89	11/22/23	47,027.74	11/29/23	36,866.31
11/16/23	39,767.23	11/20/23	47,444.41	11/28/23	46,636.81	11/30/23	36,779.63



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 5 .32 December 31, 2023

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Account *****5810 COMMERCIAL CHECKING

December 1, 2023 thru December 31, 2023

Beginning Balance 36,779.63 Deposits 12,057.44 1 Checks 1,925.18-5 .00 Electronic Checks 0 Withdrawals 13 23,060.31-Ending Balance 23,851.58

Deposits and Other Credits

 Date
 Description
 Number
 Amount

 12/13/23
 LEGACY CLASS ACA ATA 120123 ID ATA
 12,057.44

___ Checks _

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2056	12/14/23	416.67	2058	12/28/23	275.00	2060	12/26/23	139.83
2057	12/14/23	958.34	2059	12/27/23	135.34			

___ Withdrawals and Other Debits __

Date	Description	Number	Amount
12/06/23	AMERICAN TRADITI CONSULTING		500.00
12/06/23	PRAESIDIUM SALE		150.00
12/13/23	AMERICAN TRADITI CONSULTING		5,000.00
12/14/23	PAYCHEX PAYROLL ID 05039300004525X		5,109.16
12/14/23	PAYCHEX TPS TAXES ID 05036100025704X		1,775.97
12/15/23	PAYCHEX EIB INVOICE ID X05052300010901		47.70
12/20/23	SUN LIFE CANADA PAYMENTREQ ID 1152504		390.93
12/21/23	BCBS NC GRP DRAFT ID T29237604		3,051.93
12/26/23	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
12/28/23	PAYCHEX PAYROLL ID 05174200000868X		4,685.41
12/28/23	PAYCHEX TPS TAXES ID 05168500052510X		1,707.77
12/29/23	PAYCHEX EIB INVOICE ID X05164200022962		47.70
12/31/23	Service Charge		41.63

	Total For	Total
	This Period	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
12/06/23	36,129.63	12/14/23	34,926.93	12/20/23	34,488.30	12/26/23	30,744.43
12/13/23	43,187.07	12/15/23	34,879.23	12/21/23	31,436.37	12/27/23	30,609.09





AMERICAN TRADITIONAL December 31, 2023

Account	*****5810 COMMERC	CIAL CHECKING					Continued
Date	Balance	Date	Balance	Date	Balance	Date	Balance
12/28/23		12/29/23	23,893.21	12/31/23	23,851.58	Date	Datance



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 3 .32 January 31, 2024

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Account *****5810 COMMERCIAL CHECKING

January 1, 2024 thru January 31, 2024

Beginning Balance 23,851.58 Deposits 2 13,692.02 Checks 870.66-2 .00 Electronic Checks 0 Withdrawals 13 18,828.15-Ending Balance 17,844.79

Deposits and Other Credits

 Date
 Description
 Number
 Amount

 1/05/24
 LEGACY CLASS ACA ATA 2019 ID ATA
 1,540.00

 1/31/24
 Deposit
 12,152.02

__ Checks __

Nι	umber	Date	Amount	Number	Date	Amount	Number	Date	Amount
	2061	1/11/24	453.99	2062	1/11/24	416.67			

Withdrawals and Other Debits

Date	Description	Number	Amount
1/05/24	PAYCHEX PAYROLL ID 05436600000702X		369.63
1/08/24	PAYCHEX EIB INVOICE ID X05463500007223		273.37
1/12/24	PAYCHEX - RCX PAYROLL ID 05556000001170X		4,895.92
1/12/24	PAYCHEX TPS TAXES ID 05542300066585X		1,776.78
1/16/24	PAYCHEX EIB INVOICE ID X05506300003936		347.70
1/17/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
1/23/24	PAYCHEX TPS TAXES ID 05830000003175X		385.29
1/26/24	SUN LIFE CANADA PAYMENTREQ ID 1176173		390.93
1/29/24	BCBS NC GRP DRAFT ID T29649945		3,051.93
1/29/24	PAYCHEX TPS TAXES ID 05982700006428X		1,718.72
1/29/24	PAYCHEX-RCX PAYROLL ID 05983500001822X		4,578.77
1/30/24	PAYCHEX EIB INVOICE ID X06001200009288		447.70
1/31/24	Service Charge		39.30

	Total For	Total
	This Period	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
1/05/24	25,021.95	1/11/24	23,877.92	1/16/24	16,857.52	1/23/24	15,920.12
1/08/24	24,748.58	1/12/24	17,205.22	1/17/24	16,305.41	1/26/24	15,529.19





AMERICAN TRADITIONAL January 31, 2024

Account	*****5810 COMMERCE	IAL CHECKING					Continued
5 1	D 1	D .	D 1	5.	D 1	5.1	D 1
Date	Balance	Date	Balance	Date	Balance	Date	Balance
1/29/24	6,179.77	1/30/24	5,732.07	1/31/24	17,844.79		



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 11 .32 February 29, 2024

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Account *****5810 COMMERCIAL CHECKING

February 1, 2024 thru February 29, 2024

Beginning Balan	ice	17,844.79
Deposits	2	12,862.82
Checks	11	7,044.91
Electronic Chec	ks 0	.00
Withdrawals	13	18,932.35
Ending Balance		4,730.35

____ Deposits and Other Credits _____

Date	Descrip	otion						Numb	er Amount
2/08/24	LEGACY	CLASS	ACA	ATA	49	ID	ATA		12,270.18
2/21/24	LEGACY	CLASS	ACA	ATA2	2402	220	ID A	1	592.64

_ Checks

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2063	2/07/24	117.34	2069	2/13/24	958.34	2073	2/20/24	1,800.00
2064	2/12/24	30.29	2070	2/12/24	39.83	2074	2/13/24	535.27
2066*	2/13/24	375.00	2071	2/13/24	958.34	2075	2/29/24	667.19
2068*	2/15/24	416.67	2072	2/13/24	1,146.64			

Withdrawals and Other Debits

Date	Description	Number	Amount
2/01/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
2/05/24	DAVIESALLEN, P.C SALE		305.00
2/12/24	PRAESIDIUM SALE		145.00
2/14/24	PAYCHEX PAYROLL ID 06240300003145X		5,590.36
2/14/24	PAYCHEX TPS TAXES ID 06237100011257X		1,995.30
2/15/24	PAYCHEX EIB INVOICE ID X06250500043039		47.70
2/20/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
2/27/24	BCBS NC GRP DRAFT ID T30061989		3,051.93
2/28/24	PAYCHEX TPS TAXES ID 06409000012462X		1,690.06
2/28/24	PAYCHEX - RCX PAYROLL ID 06406300000939X		4,526.05
2/28/24	SUN LIFE CANADA PAYMENTREQ ID 1197286		390.93
2/29/24	PAYCHEX EIB INVOICE ID X06417600055658		45.66
2/29/24	Service Charge		40.14

	Total For	Total
	This Period	Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00





AMERICAN TRADITIONAL February 29, 2024

Account '	******5810 COMMERC	CIAL CHECKING					Continue
Daily Bala	ance Summary						
Date	Balance	Date	Balance	Date	Balance	Date	Balance
2/01/24	17,292.68	2/12/24	28,925.40	2/15/24	16,901.78	2/27/24	12,090.38
2/05/24	16,987.68	2/13/24	24,951.81	2/20/24	14,549.67	2/28/24	5,483.34
2/07/24	16,870.34	2/14/24	17,366.15	2/21/24	15,142.31	2/29/24	4,730.35
2/08/24	29,140.52	İ		İ		İ	



AMERICAN TRADITIONAL ACADEMIES LLC 775 W 1200 N STE 100 SPRINGVILLE, UT 84663 9 .32 March 31, 2024

ount *****	5810 COMMERCIA	AL CHECKING				March 1,	, 2024 thru March	31, 20
					Beginning Balance		4,730.35	
					Deposits	7	39,818.53	
					Checks	4	2,117.11-	
					Electronic Checks	0	.00	
					Withdrawals	14	20,149.02-	
					Ending Balance		22,282.75	
		Description 24 Deposit 24 Deposit				Number	Amount 468.75 3,000.00	
		24 Deposit					21,803.76	
		24 Deposit					125.00	
			מד מג גטג ב	ΔͲΔ			12,236.02	
	3/07/:	24 LEGACY CLASS) ACA AF ID	LIL.				
		24 LEGACY CLASS 24 Deposit	ACA AF ID	AIA			2,000.00	
	3/22/2						2,000.00 185.00	
Checks	3/22/2	24 Deposit					·	
Checks	3/22/2	24 Deposit			Amount	Number	·	Amount
	3/22/2	24 Deposit 24 LEGACY CLASS	S ACA AP ID	ATA	Amount 958.34	Number 2079	185.00	Amount 635.35

Withdrawals	and	Other	Debits
-------------	-----	-------	--------

Date	Description	Number	Amount
3/01/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
3/06/24	AMERICAN TRADITI CONSULTING		1,500.00
3/14/24	PAYCHEX PAYROLL ID 06603700007052X		5,099.27
3/14/24	PAYCHEX TPS TAXES ID 06603400025514X		1,795.50
3/15/24	PAYCHEX EIB INVOICE ID X06620200002378		47.70
3/18/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
3/18/24	PRAESIDIUM SALE		185.00
3/26/24	SUN LIFE CANADA PAYMENTREQ ID 1222779		390.93
3/27/24	BCBS NC GRP DRAFT ID T30477734		3,051.93
3/28/24	PAYCHEX TPS TAXES ID 06790600026322X		1,698.11
3/28/24	PAYCHEX-RCX PAYROLL ID 06792000005534X		4,637.48
3/29/24	PAYCHEX EIB INVOICE ID X06806200000940		45.66
3/29/24	JOHN HANCOCK ACH DEBIT ID 0164848		552.11
3/31/24	Service Charge		41.11

	Total For	Total
	This Period	Year-to-Date
Total Paid Overdraft	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00





AMERICAN TRADITIONAL March 31, 2024

ccount *1	*****5810 COMMERC	IAL CHECKING					Continue
Daily Balar	nce Summary						
Date	Balance	Date	Balance	Date	Balance	Date	Balance
3/01/24	29,450.75	3/12/24	38,611.33	3/18/24	30,515.08	3/28/24	22,921.63
3/04/24	29,575.75	3/13/24	38,194.66	3/22/24	32,515.08	3/29/24	22,323.86
3/06/24	28,075.75	3/14/24	31,299.89	3/26/24	32,309.15	3/31/24	22,282.75
3/07/24	38,718.08	3/15/24	31,252.19	3/27/24	29,257.22	į .	



Centerpoint Classical Academy Evidence of Community Support

Centerpoint Classical Academy will be a traditional, classical school that uses the Core Knowledge curriculum in a relatively small K-8 community school, and a robust though intimate high school. The success of and overwhelming demand for similar schools in Guilford County, the rarity of this kind of public education in the area, the increasing development in the target area, and the positive response from the community demonstrate that there is a high demand for a school like CCA.

The only other schools in Guilford County that use the entire Core Knowledge Sequence in grades K-8 are Cornerstone Charter Academy, Revolution Academy, and the soon to open Liberty Charter Academy. Both of the currently open schools are in high demand. Cornerstone and Revolution Academy have had waiting lists over 1000 students in recent years. While the existence of a large waiting list is not necessarily a predictor of a new school's enrollment, Centerpoint shares many of the same program elements and curriculum as both schools. Additionally, both were founded by ATA's Executive Director, Mary Catherine Sauer. Those similarities make it more likely that Centerpoint will be an attractive alternative to students on the waiting lists at Cornerstone and Revolution.

The classical model is a rare educational option in Guilford County, especially in public schools. Only Revolution Academy currently offers a classical education for students in K-8 that is public and free to parents. Piedmont Classical High School is currently the only public, classical high school in the county. That means that most parents who want a classical education for their children must either homeschool or enroll in private school. While Liberty Charter Academy will allow parents in the southwestern part of the county a classical option, Centerpoint will be located on the other side of the county, expanding classical options to students in the eastern part of Guilford County and also to students in Randolph and Alamance counties.

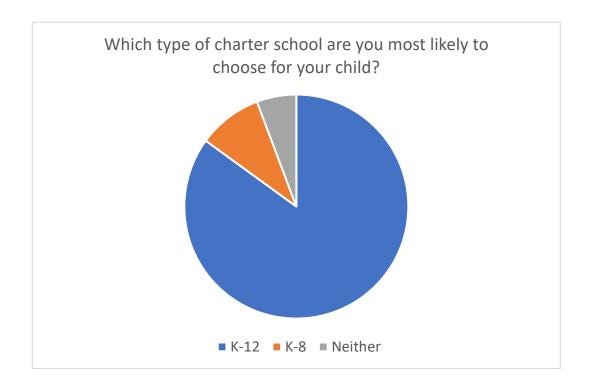
Centerpoint Classical Academy will be located in an area of Guilford County that is underserved by charter schools and private schools. The lower socio-economic status of residents and lower population density have left families in that part of the county with fewer close educational options. The presence of CCA will mean that students will have access to a traditional, classical education without driving many miles - something that many parents cannot do. CCA will not only provide an excellent education, but provide bussing to community stops that will allow access to many families who would otherwise not have such options.

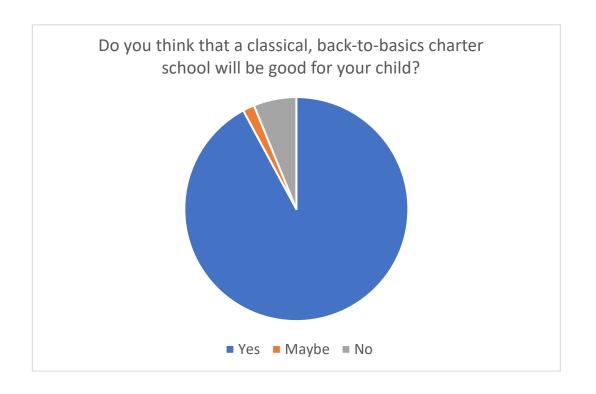
The Southeast area of Guilford County is very near areas of tremendous growth and development. The Greensboro Randolph Megasite, a 1825-acre industrial development site that is bringing major employers to the area, is located near the target area and is expected to increase economic development, population, and demand for schools. Toyota has recently

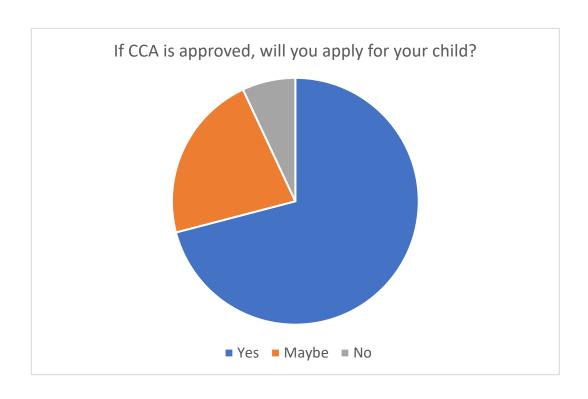
announced a \$13.9 billion investment in its new battery plant located at the megasite which is expected to bring 5100 jobs to the area. Projections are that more companies will follow Toyota's lead and the area is set to grow quickly. One developer has recently announced plans for two new housing developments with a combined total of 221 acres and 1044 houses. CCA will help absorb some of the many students that result from that kind of economic development and that the existing district schools are not able to handle.

Centerpoint has received a lot of community support, even though a possible opening is over two years away. An interest meeting was held at a local library where parents who attended were enthusiastic. A survey conducted in the spring of 2024 indicated strong interest in a traditional, classical charter school like CCA.

Of the almost 200 respondents, 85% indicated that they would be more likely to apply for a K-12 than a K-8 school. 92% of respondents indicated that they believe that a classical, back to basics charter school would be good for their children. Of the respondents who will have school-aged children in 2026, 93% indicated that they would or might apply to Centerpoint Classical Academy.









- 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

NEW CHARTER SCHOOL Coming to Southeast Guilford County



centerpointclassicalk8@gmail.com

@centerpointclassicalacademy

CENTERPOINT PRE-OPENING TASK TIMELINE Application Year March 2024 – June 2025						
Task	Beginning Date	End Date	Responsible Party			
Develop marketing package	CSRB Approval	June	Principal			
Locate temporary and back-up locations	CSRB Approval	July	Principal, ATA, Board			
Schedule marketing activities	CSRB Approval	June	Principal			
Continue development of permanent site	CSRB Approval	July	ATA, Board			
Recruit key staff	CSRB Approval	July	Principal, ATA			
Secure office, phone, fax, etc.	CSRB Approval	June	Principal, ATA			
Set up financial accounts, processes	CSRB Approval	June	Principal, ATA			

Planning Year July 2025 - June 2026					
Task	Beginning Date	End Date	Responsible Party		
Board/principal training	September	February	OCS, ATA		
Locate temporary and back-up locations	July	January	Principal, ATA, Board		
Continue development of permanent site	July	Ongoing	ATA, Board		
Recruit full staff	November	April	Principal		
Apply for 501c3	September	September	ATA		
Set up application	August	September	ATA		
Information Meetings (2x/month)	August	January	Principal		
Direct mail drop (2 or more)	September	November	Principal, ATA		
Develop policy manuals, handbooks, opening plan	January	June	Principal, Board		
Order curriculum	February	March	Principal		
Order furniture	February	March	Principal, ATA		
Order computers, chromebooks, etc.	April	May	Principal		
Secure internet, IT services	September	February	Principal, ATA		
Execute EC related services contracts	April	May	АТА		
Plan lunch vendors	May	June	Principal		
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	February	February	Principal, ATA		
Verify enrollment information	April	June	Principal, Staff		
Request records	June	June	Principal		
Review EC files	March	June	Principal, EC Staff		
Schedule PD	March	June	Principal, ATA		
Choose legal counsel, auditor	July	July	Board		
Help establish PTO	February	June	Principal		
Recruit substitute teachers	March	June	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		

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 experience indicate any plans to increase the grade levels offered by the school over time and be sure these figures match the page.

If applying as 'Statewide Virtual', select 1000-Statewide Avg as LEA 1 only. If applying as 'Regional Virtual', select a max The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any par

LEA #1: 410-Guilford What percentage of students from to the LEA #2: 010-Alamance-Burlington What percentage of students from to the LEA #3: What percentage of students from to the LEA #3:

Grade		Year 1			Year 2		
	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1
	410	010		410	010		410
Kindergarten	54	6		72	8		72
Grade 1	36	4		72	8		72
Grade 2	49	5		73	8		73
Grade 3	49	5		73	8		73
Grade 4	49	5		73	8		73
Grade 5	49	5		73	8		73
Grade 6				73	8		73
Grade 7							73
Grade 8							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
LEA Totals:	286	30	0	509	56	0	582

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

ects to enroll. In addition, nose on the initial cover

imum of three LEAs.

ticular level.

he LEA selected above will qualify for EC funding?	12%
he LEA selected above will qualify for EC funding?	12%
	·
he LEA selected above will qualify for EC funding?	

Year 3			Year 4			Year 5	
LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3
010		410	010		410	010	
8		72	8		72	8	
8		72	8		72	8	
8		73	8		73	8	
8		73	8		73	8	
8		73	8		73	8	
8		73	8		73	8	
8		73	8		73	8	
8		73	8		73	8	
		73	8		73	8	
					90	10	
64	0	655	72	0	745	82	0

set 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:		410-Guilford	
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1
State Funds	\$6,406.72	286	\$1,832,321.92
Local Funds	\$3,359.00	286	\$960,674.00
State EC Funds	\$5,309.31	34	\$182,215.52
Federal EC Funds	\$1,514.35	34	\$51,972.49
		Total:	\$3,027,183.93

LEA #2:		010-Alamance-Burlington	
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1
State Funds	\$6,361.12	30	\$190,833.60
Local Funds	\$1,968.30	30	\$59,049.00
State EC Funds	\$5,309.31	4	\$19,113.52
Federal EC Funds	\$1,514.35	4	\$5,451.66
		Total:	\$274,447.78

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	\$ 2,023,156	\$ 3,617,243	\$ 4,135,823	\$ 4,654,402
Local Per Pupil Funds	\$ 1,019,723	\$ 1,819,956	\$ 2,080,909	\$ 2,341,863
State EC Funds	\$ 201,329	\$ 359,971	\$ 411,578	\$ 463,184
Federal EC Funds	-	\$ 57,424	\$ 117,392	\$ 132,112
Other Funds*				
Working Capital*				
TOTAL REVENUE:	\$ 3,244,208	\$ 5,854,594	\$ 6,745,702	\$ 7,591,561

^{*}All budgets should balance indicating strong budgetary skills. Any negative fund balances will, more than likely, generate a by those evaluating the application. If the applicant is depending on other funding sources or working capital to balance the please provide documentation such as signed statements from donors, foundations, bank documents, etc., on the commitnesse 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 Appen

on federal funding in

Year 5
\$ 5,294,618
\$ 2,663,856
\$ 526,896
\$ 150,284
\$ 8,635,654

additional questions operating budget, nent of these funds. If

dix M.

Personnel Budget: Expenditure Projections

2 1 15 10 2 10			Year	1			Year	2			Year	3			Year 4				Year 5	
Budget Expenditure Projections	Number of Staff		0-1	Total Colons	Number o Staff		0-1	Total Colons	Number o		0-1			Number of			Number of			Total Octors
Administrative & Support Personnel	Starr	Aver	rage Salary	Total Salary	Starr	Ave	rage Salary	Total Salary	Staff	Ave	erage Salary		Total Salary	Staff	Average Salary	Total Salary	Staff	Average S	alary	Total Salary
Lead Administrator		1 6	98.000	\$ 98.000	1	1.0	103.000	\$ 103.000		1.0	106.000		106.000		\$ 110.000 \$	110.000		T 440	5.000 \$	116.000
Assistant Administrator	1	φ	79,000	\$ 79,000	2	à	81,000		2	à	86.000		172.000	1	\$ 86,000 \$		<u> </u>		,000 \$	178,000
Finance Officer		Ф	79,000	•		à	01,000	•		à	00,000	è	, , , , , , , , , , , , , , , , , , , ,		\$ 00,000 \$			\$ 09	1,000 \$	
Clerical	- 1	r	38.000	\$ 38.000	2	•	39.000	\$ - \$ 78.000	2	•	41.500	è	83.000	2	\$ 44.000 \$	88.000	3	¢ 47	.000 \$	141,000
Food Service Staff		Ф	30,000	•		à	39,000	*		à	41,500	è	,		\$ 44,000 \$		<u> </u>	\$ 41	,000 \$	
		•	00.000	\$ -		_	00.500			_	05.000	\$	-		3 07.000				\$	-
Custodians	1	\$	32,000	\$ 32,000	1	\$	33,500	\$ 33,500	1	\$	35,000	\$	35,000	1	\$ 37,000 \$	37,000	1	\$ 39	,000 \$	39,000
Transportation Staff		_	50.000	\$ -		_	50 500	\$ -		_	04.000	\$	-		\$ 07.000	-			\$	-
Operations Manager	1	\$	56,000	\$ 56,000	1	\$	58,500	\$ 58,500	1	\$	64,000		64,000		\$ 67,000 \$		1		,000 \$	69,000
Student support Specialist	2	\$	43,000	\$ 86,000	4	\$	44,000	\$ 176,000	4	\$	47,000	\$	188,000	5	\$ 49,000 \$	245,000	5	\$ 51	,000 \$	255,000
		1		<u> </u>		-		\$ -				\$	•		\$	•			\$	•
		1		\$ -		-		\$ -				\$	•		\$	•			\$	•
		_		\$ -		-		\$ -				\$			\$	-			\$	<u> </u>
Total Admin and Support:	7			\$ 389,000	11			\$ 611,000	11			\$	648,000	12	\$	719,000	13		\$	798,000
Instructional Personnel																				
Core Content Teacher(s)	13	\$	49,000	\$ 637,000	23	S	51,500	\$ 1,184,500	26	\$	53,500	s	1,391,000	29	\$ 55,500 \$	1,609,500	33	\$ 57	,500 \$	1,897,500
Electives/Specialty Teacher(s)	3	\$	49.000	\$ 147,000	4	\$	51,500	\$ 206,000	4	\$	53,500		214,000	4	\$ 55,500 \$		6		,500 \$	345.000
Exceptional Children Teacher(s)	2	\$	51.000	\$ 102,000	3	\$	53,500	\$ 160,500	3	\$	55.000		165,000	4	\$ 57,000 \$		5		,000 \$	295,000
Instructional Support	1	\$	42.000	\$ 42,000	2	\$	44,000	\$ 88,000	2	\$	46.000		92,000	2	\$ 48,000 \$		3		,000 \$	153,000
Teacher Assistants	2	\$	34.000	\$ 68,000	3	\$	35,000	\$ 105,000	3	\$	36,500		109,500	3	\$ 38,000 \$	114,000	3		.500 \$	118,500
Instructional Coach	1	\$	68.000	\$ 68,000	2	\$	71,000	\$ 142,000	2	\$	73,000	Ś	146,000	3	\$ 75,000 \$	225,000	3		,000 \$	234,000
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Total Instructional Personnel:	22			\$ 1,064,000	37			\$ 1,886,000	40			\$	2,117,500	45	\$	2,494,500	53		\$	3,043,000
		_		•		_				_				, and the second	-		•	_		•
Total Admin, Support and Instructional Personnel:	29			\$ 1,453,000	48			\$ 2,497,000	51			\$	2,765,500	57	\$	3,213,500.00	66		\$	3,841,000

		Year 1			Year	2		Υe	ar 3			Year	4		Year 5	
Benefits	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
Administrative & Support Benefits																
Health Insurance	7	\$ 7,225 \$	50,575	11	\$ 7,225	\$ 79,47	5 11	\$ 7,22	25 \$	79,475	12	\$ 7,300	\$ 87,600	13	\$ 7,300 \$	94,900
Retirement PlanNC State		\$	•	0		\$ -			\$	•			\$		\$	-
Retirement PlanOther	7	\$ 1,667 \$	11,669	11	\$ 1,667	\$ 18,33	7 11	\$ 1,66	7 \$	18,337	12	\$ 1,819	\$ 21,828	13	\$ 1,819 \$	23,647
Life Insurance	0	\$		0		\$ -			\$				\$ -		\$	
Disability	7	\$ 600 \$	4,200	11	\$ 600	\$ 6,60	0 11	\$ 60	0 \$	6,600	12	\$ 600	\$ 7,200	13	\$ 600 \$	7,800
Medicare	7	\$ 778 \$	5,446	11	\$ 777	\$ 8,54	7 11	\$ 77	8 \$	8,558	12	\$ 849	\$ 10,188	13	\$ 865 \$	11,245
Social Security	7	\$ 3,334 \$	23,338	11	\$ 3,333	\$ 36,66	3 11	\$ 3,33	5 \$	36,685	12	\$ 3,638	\$ 43,656	13	\$ 3,641 \$	47,333
		\$				\$ -			\$				\$ -		\$	
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		\$				\$ -			\$				\$ -		\$	
		\$				\$ -			\$				\$ -		\$	
Total Admin and Support Benefits:		\$	95,228			\$ 149,62	2		\$	149,655			\$ 170,472	!	\$	184,925
														_		
Instructional Personnel Benefits																
Health Insurance	22	\$ 5,803 \$	127,666	37	\$ 5,803	\$ 214,71	1 40	\$ 5,80	3 \$	232,120	45	\$ 5,083	\$ 228,735	53	\$ 5,200 \$	275,600
Retirement PlanNC State	0	\$	•			\$ -			\$	•			\$ -		\$	
Retirement PlanOther	22	\$ 1,450 \$	31,900	37	\$ 1,450	\$ 53,65	0 40	\$ 1,45	0 \$	58,000	45	\$ 1,450	\$ 65,250	53	\$ 1,450 \$	76,850

Social Security	22	\$	2,901	\$ 63,822	37	\$	2,901	\$ 107,337	40	\$	2,901 \$	116,040	45	\$	2,901	\$ 130,545	53	\$	2,901	\$	153,753
Disability	22	\$	600	\$ 13,200	37	\$	600	\$ 22,200	40	\$	600 \$	24,000	45	\$	600	\$ 27,000	53	\$	600	\$	31,800
Medicare	22	\$	677	\$ 14,894	37	\$	677	\$ 25,049	40	\$	677 \$	27,080	45	\$	677	\$ 30,465	53	\$	677	\$	35,881
Life Insurance				\$ -				\$ -			\$					\$ -				\$	
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Total Instructional Personnel Benefits:				\$ 251,482				\$ 422,947			6	457,240				\$ 481,995				¢	573,884
				Ψ 251,402			L	Ψ 722,371			¥	451,240			<u>L</u>	y 	J		L	Ψ	373,004
Total Personnel Benefits:				¢ 246 740			F	\$ 572,569			e	606,895			F	\$ 652,467	1		ı	¢	750 000
Total i eradiller Benefits.				\$ 346,710				\$ 372,309			Þ	000,090				\$ 032,40 <i>1</i>				Þ	758,809
		_																_			
Total Admin & Support Personnel (Salary & Benefits):	7			\$ 484,228	11			\$ 760,622	11		\$	797,655	12			\$ 889,472.00	13			\$	982,925
		_				_	_			_				_	_			_	_		
Total Instructional Personnel (Salary & Benefits):	22			\$ 1,315,482	37			\$ 2,308,947	40		\$	2,574,740	45			\$ 2,976,495	53			\$	3,616,884
	•	_				•		•		•	•			•				-			
TOTAL PERSONNEL:	29			\$ 1,799,710	48			\$ 3,069,569	51		\$	3,372,395	57			\$ 3,865,967	66			\$	4,599,809
	v			- 1,100,110				- 0,000,000			¥	2,212,000	<u>,, </u>			- 0,000,001	- 00			т	.,,

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

Operations Budget: Expenditure Projections

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

OPERATIONS BUDGET: Administrative and Support		Year 1		Year 2		Year 3		Year 4		Year 5
Office Office Supplies	\$	8.000.00	\$	15.000.00	\$	16.000.00	\$	18.000.00	\$	20.000.00
Paper	\$	5,500.00	\$	11,000.00	\$	12,000.00		14,000.00	\$	16,000.00
Computers & Software	\$	32,000.00	\$	34,000.00	\$	8,000.00		8,000.00	\$	8,000.00
Communications & Telephone	\$	3,000.00	\$	3,000.00	\$	9,000.00	\$	3,000.00	\$	3,000.00
Copier leases	\$	5,000.00	\$	10,000.00	\$	10,000.00	\$	14.000.00	\$	20.000.00
Other	· ·			,				,.	,	
Managament Camaga										
Management Company Contract Fees	\$	454,189.00	\$	819,643.00	\$	944.398.00	\$	1.062.818.00	\$	1.208.991.00
Other	φ	434,109.00	ş	619,043.00	φ	944,390.00	Ą	1,002,010.00	φ	1,200,991.00
Professional Contract	\$	4,000.00	\$	10,000.00	\$	6,000.00	¢	6,000.00	\$	6,000.00
Legal Counsel Student Accounting	Þ	4,000.00	à	10,000.00	ф	6,000.00	Þ	0,000.00	Þ	6,000.00
Financial			-							
Other	\$	43,000.00	\$	71,000.00	\$	77,000.00	\$	81,000.00	\$	88,000.00
Transportation	\$	110.000.00	\$	220.000.00	\$	220,000.00	\$	244.000.00	\$	304,000.00
Halisportation	Ψ	110,000.00	Ÿ	220,000.00	φ	220,000.00	9	244,000.00	Ψ	304,000.00
Facilities [Facilities]	c	405.000.00		24 4 000 00	•	4 420 000 00	·	4 420 000 00	œ.	4 040 000 00
Facility Lease/Mortgage	\$	185,000.00	\$	314,000.00		1,139,000.00		1,139,000.00	\$	1,249,000.00
Maintenance Custodial Supplies	\$	11,000.00 10,500.00	\$	23,000.00 21,000.00	\$	9,000.00 26,000.00	\$	14,000.00 29,000.00	\$	16,000.00 33,000.00
Custodial Supplies Custodial Contract	\$	29,000.00	\$	58,000.00	\$	61,000.00	\$	63,000.00	\$	78,000.00
Insurance (pg19)	\$	22,000.00	\$	44,000.00	\$	51,000.00	\$	59,000.00	\$	61,000.00
Other	ş	22,000.00	φ	44,000.00	φ	31,000.00	φ	59,000.00	φ	01,000.00
Equipment and Furniture	S	53,000.00	s	106,000.00	\$	46,000.00	\$	46,000.00	\$	46,000.00
	Ť	00,000.00	Ť	100,000.00	_	10,000.00	_	10,000.00	_	10,000.00
Utilities										
Electric	\$	21,000.00		42,000.00		52,000.00		52,000.00		72,000.00
Gas	\$	6,000.00	\$	12,000.00	\$	14,000.00	\$	14,000.00	\$	19,500.00
Water/Sewer Trash	\$	2,000.00 1,500.00	\$	4,000.00 3.000.00	\$	6,000.00 4,000.00	\$	6,000.00 4.000.00	\$	8,000.00 5,500.00
Other	Ф	1,500.00	a a	3,000.00	Þ	4,000.00	9	4,000.00	Þ	5,500.00
Transportation										
Buses										
Gas										
Oil/Tires & Maintenance										
Other										
Other		04 000 00		04.000.00	•	40.002.22	•	40.000.00	•	40.000.00
Marketing	\$	21,000.00	\$	34,000.00		18,000.00		18,000.00		18,000.00
Child nutrition	\$	95,000.00	\$	170,000.00	\$	193,000.00		217,000.00	\$	247,000.00
Athletics	\$	9.000.00	\$	36,000.00	\$	26,000.00	\$	26,000.00	\$	26,000.00
Substitutes	\$	9,000.00	\$	16,000.00	\$	16,000.00	Þ	16,000.00	Ф	16,000.00
Total Administrative & Support Operations	s	1,130,689.00	\$	2,076,643.00	\$	2,963,398.00	\$	3,153,818.00	\$	3,568,991.00
Total Administrative & Support Operations:	ð	1,130,009.00	Þ	2,070,043.00	Þ	2,903,398.00	Þ	3, 133,018.00	Þ	3,300,991.00

OPERATIONS BUDGET: Instructional	Year 1	Year 2	Year 3	Year 4	Year 5
Classroom Technology					
Software	\$ 16,000.00	\$ 32,000.00	\$ 36,000.00	\$ 39,000.00	\$ 41,000.00
Other					
Computers	\$ 23,000.00	\$ 44,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Instructional Equipment	\$ 10,000.00	\$ 21,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Instructional Contract					
Staff Development					
Other					
EC Related Services	\$ 41,000.00	\$ 79,000.00	\$ 83,000.00	\$ 88,000.00	\$ 91,000.00
Books and Supplies					
Instructional Materials	\$ 56,000.00	\$ 126,000.00	\$ 19,000.00	\$ 19,000.00	\$ 27,000.00
Curriculum/Texts	\$ 60,000.00	\$ 220,000.00	\$ 33,000.00	\$ 93,000.00	\$ 39,000.00
Copy Paper	\$ 4,200.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 9,200.00
Testing Supplies	\$ 2,400.00	\$ 4,800.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
Other					
Total Instructional Operations:	\$ 212,600.00	\$ 534,800.00	\$ 200,000.00	\$ 268,000.00	\$ 227,400.00
		•		•	
TOTAL OPERATIONS:	\$ 1,343,289.00	\$ 2,611,443.00	\$ 3,163,398.00	\$ 3,421,818.00	\$ 3,796,391.00

 $^{{}^*\!}Applicants\ may\ amend\ this\ table\ and\ the\ position\ titles\ to\ fit\ their\ Education\ and\ Operations\ Plans.$

Overall Budget

SUMMARY	Logic	Year 1	Year 2	Year 3	Year 4	Year 5
Total Personnel	J	\$ 1,799,710.00	\$ 3,069,569.00	\$ 3,372,395.00	\$ 3,865,967.00	\$ 4,599,809.00
Total Operations	M	\$ 1,343,289.00	\$ 2,611,443.00	\$ 3,163,398.00	\$ 3,421,818.00	\$ 3,796,391.00
Total Expenditures	N = J + M	\$ 3,142,999.00	\$ 5,681,012.00	\$ 6,535,793.00	\$ 7,287,785.00	\$ 8,396,200.00
Total Revenue	Z	\$ 3,244,207.56	\$ 5,854,594.37	\$ 6,745,702.04	\$ 7,591,560.94	\$ 8,635,653.86
Surplus / (Deficit)	= Z - N	\$ 101,208.56	\$ 173,582.37	\$ 209,909.04	\$ 303,775.94	\$ 239,453.86

Academic Grade Levels Total Projected Student Enrollment

Year 1

Year 2

Year 3

Year 4

Year 5

Curriculum Vitae

Matthew T. Schneider June 30, 2021

Associate Dean, David S. Witcher School of Humanities and Behavioral Sciences Professor of English High Point University High Point, NC 27262

(336) 554-2145

email: mtschneider1727@gmail.com

EDUCATION

1991	Ph.D., English,	University	of California	Los Angeles
			or cultivillia	

1982 M.A., English, University of Chicago

1980 B.A. (with High Honors), English, University of California, Berkeley

ACADEMIC A	ACADEMIC APPOINTMENTS				
2012 -	Associate Dean, David R. Hayworth College of Arts and Sciences, High Point				
	University (renamed School of Humanities and Behavioral Sciences in 2021)				
2008-2012	English Department Chair, High Point University				
2007-2008	Associate Dean of Humanities, Wilkinson College of Letters and Sciences,				
	Chapman University				
2006-2007	Associate Dean for Graduate Studies, Wilkinson College of Letters and Sciences,				
	Chapman University				
1999-2004	English Department Chair, Chapman University				
1997-2006	Associate Professor of English, Chapman University				
1991-1997	Assistant Professor of English, Chapman University				

ADMINISTRATIVE AND UNIVERSITY SERVICE

Current Administrative Duties and Appointments:

Founding Director, Center for Innovative Teaching and Learning, High Point University, 2014 – Quality Matters Coordinator, High Point University, 2018 –

Selected Past Administrative Duties and Appointments:

Founding Director, First Year Seminar Program, High Point University, 2009-2012

Chair, Undergraduate Advising Task Force, Chapman University, 2005-2007

Tenure and Promotions Committee, High Point University, 2011-2012

Center for Teaching and Learning Search Committee, High Point University, 2011-2012

Faculty Research and Development Council, Chapman University, 2006-2007

Senator, Faculty Senate, Chapman University, 2004-2005

Institutional Self-Study and Accreditation Committee, Chapman University, 2002-2007

General Education Revision Committee, Chapman University, 2001-2002

Graduate Studies Accreditation Task Force, Chapman University, 2000-2001

English Graduate Program Coordinator, Chapman University, 1993-1998

Long-Range Planning Committee, Chapman University, 1996-1997

Graduate Studies Committee, Chapman University, 1993-1997

Douglas R. MacColl

Jamestown, NC

dougmaccoll@icloud.com 336.254.9196 www.linkedin.com/in/douglas-maccoll

PHARMACEUTICAL / MEDICAL SALES SPECIALIST

Build Brand and Product Awareness | Increase Customer Loyalty | Change Patients' Lives

A recent amputee with passion for positively impacting the lives of people with limb loss, limb difference, and anyone living with life-altering conditions or diseases. My mission is to be an advocate for these patients, striving to help them lead fuller, healthier, and better lives each day, never taking for granted the responsibility and privilege it is to make a difference in someone's life.

COMPETENCIES

Account Management | Product Launches | Market Expansion | Territory Development | Client Relations and Retention Team Development, Mentoring and Training | Market Access Pull-thru | Injectable Biologic/Biosimilar Experience

EXPERIENCE

WISDOM IN A WHISPER MINISTRIES Program Director	November 2023 – Present
LIBERTY CHARTER SCHOOL Board of Directors	2022 – present
ANTARES PHARMACEUTICALS, Greensboro, NC Specialty Account Representative	2021 - 2022
NOVARTIS PHARMACEUTICALS, Greensboro, NC Senior Sales Representative	2017 – 2021
PDI – SANDOZ CONTRACT, Raleigh, NC Neuroscience Sales Representative	2017
XENOPORT PHARMACEUTICALS, Greensboro, NC Neuro Health Specialist	2013 - 2017
INVENTIV HEALTH – XOLAIR CONTRACT, Raleigh, NC	
SHIRE PHARMACEUTICALS, Greensboro / High Point, NC Senior Professional Specialty Pharmaceutical Sales Representative	2006 - 2012
BSA SALES, INC., Greenville, SC Project Manager	2004 - 2006

EDUCATION | PROFESSIONAL DEVELOPMENT | TECHNICAL PROFICIENCIES

Bachelor of Arts (BA), History, Furman University, Greenville, SC

Varsity Cheerleader – 4-year letterman; Competed in Collegiate Nationals each year finishing 3rd in 1998.

BOARDS | LEADERSHIP ACTIVITIES | COMMUNITY AFFILIATIONS

JAMESTOWN PRESBYTERIAN CHURCH

Church Elder 2021 - 2023

THE AMPUTEE COALITION

Peer Advocate and Visitor

January 2024 – Present

CHARLES DAVENPORT JR

7205 Weatherstone Drive Kernersville, NC 27284 336-314-3497 cdavenportjr@hotmail.com

OBJECTIVE

To utilize my communication skills and passion for the written word to ensure that students are equipped to avail themselves of the same kind of opportunities that I have enjoyed.

SKILLS & ABILITIES

Exceptional communication skills, patience, and determination. Teaching/tutoring experience, and decades' worth of writing.

EXPERIENCE

EXCEL IMAGING - WAREHOUSE & FACILITY MANAGER

JUNE 2022-PRESENT

NEWS & RECORD - Op-ed COLUMNIST
JANUARY 2004-PRESENT

STEM – Government Instructor August 2021-November 2021

Mill Chem Manufacturing - Warehouse Manager January 2021-March 2022

American Valve – Warehouse Manager September 2002 – August 2020

EDUCATION

BUSINESS MANAGEMENT - APPALACHIAN STATE

AUGUST 1986 - MAY 1990

ACHIEVEMENTS

- Published writer for 30 years
- Personal essay, "Snake-eyes," published in an anthology called *That* Southern Thing in April 2020
- Debut novel, The Closure Committee, published in 2018

Katharine Anne Frazier

CERTIFIED MANAGEMENT ACCOUNTANT

(336) 263-4418 | katharineannefrazier@gmail.com | 532 Circle Drive, Burlington, NC, 27253

Action-driven and transformational leader with exceptional technical accounting skills and a proven track record of successful cross-functional team leadership and change management.

PROFESSIONAL EXPERIENCE

RYDER SYSTEM, INC: CPG-IFS Division (Nov 2023-present) IMPACT FULFILLMENT SERVICES, Burlington, NC (Aug 2018-Nov 2023)

Senior Manager, CPG-IFS Finance (Nov 2023-present)
Director of Financial Planning and Analysis (Oct 2019-Nov 2023)
Senior Financial Analyst (October 2018-October 2019)
Special Projects Consultant (August 2018-October 2018)

Transitioning into leadership role of the finance team supporting the CPG-IFS division of Ryder Services, Inc. Our team provides full financial support for \$250M+ vertical, including AR, AP, general ledger, financial reporting, forecasting, and analysis of monthly performance and capital spend.

Key Responsibilities:

- Serve as key finance partner for field operations supporting contract packaging, contract manufacturing, and logistics.
- Develop vision and structure of future finance team organization post-Ryder integration.
- Report performance and outlook to Ryder senior leadership.
- Serve as CPG-IFS finance lead for Ryder system integration post-acquisition.

Select Achievements:

- Led effort post-Ryder acquisition to rapidly reconstruct budget to achieve new corporate-driven goals.
- Built and led Weekly Metrics initiative for weekly connect and flash P&L review with operations, now a critical cadence for the team.
- Led successful finance integration of three acquisitions.
- Served as the finance lead for a major accounting system consolidation and achieved "go-live" with minimal disruption to key accounting processes.
- Led initiative to develop and implement automated business intelligence reporting using Power BI.

PROFITIZE US, Graham, NC (Jan 2018-December 2020)

Founder

Financial analysis, bookkeeping procedures optimization, and growth strategy for small businesses. Performed work for multiple clients, including Sky-South Aviation and Impact Fulfillment Services.

SKYSOUTH AVIATION, Burlington, NC (Sep 2010-Jan 2018)

General Manager and Controller (2016-present) General Manager (2012-2016) Business Manager and Charter Coordinator (2010-2012)

KEY SKILLS

Financial Planning and Analysis
Management Accounting
Vision and Strategy Development
Cross-functional Team Leadership
Public Speaking and Presenting
Familiarity with IT, Supply Chain, and Ops
Microsoft Dynamics GP
Microsoft Power BI/Power Query
Microsoft Excel Power User

COMMUNITY

Elon University Love School of Business

Graduate Programs Advisory Board, Chair (2023-present)

Family Abuse Services of Alamance County

Board of Directors, Treasurer (2023-present)

Alamance County Chamber of Commerce

Board of Directors (2019-2021) Vice-Chair for Marketing, (2019) Membership and Marketing Committee (2018)

First Presbyterian Church of Burlington

Paster Nominating Committee (2023-present) Elder, Visioning Committee Chair (2017-2019, 2022-present)

Communications Committee Chair (2015-2017) Chancel and Carillon Choirs (2010-present)

EDUCATION AND AWARDS

Masters of Business Administration

Elon University, Elon, NC

- Richard H. Behrman Award for Student of the Year
- IMA Scholarship for Management Accounting Certification
- Case Competition Winning Team
- Phi Kappa Phi and Beta Gamma Sigma

Bachelor of Fine Arts – Music Theatre

Elon University, Elon, NC

High Point, NC

tpbandrew@gmail.com

Education

East Carolina University 2010

Master of Business Administration

Naval Postgraduate School 2007

Graduate certificate, Information System Management

Program Management Institute 2005

Bachelor's degree, Information Systems Management

Employment

General Dynamics Mission Systems 2011 - present

Senior Advanced Logistics Program Management Specialist

US Marine Corps 1984 - 2010

Material Readiness Officer/Deputy Assistant Chief of Staff, Logistics

Community Service

High Point City Council, Dec 2023 - present

Councilmember, Ward 5

FIRST Lego League Oct 2012 - present

Coach/Mentor

High Point Citizen's Advisory council

Ward 5 Representative

Science Olympiad

Volunteer



Charter School Required Signature Certification

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

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

*	listed	elected Board Attorney that he/she has reviewed with the full Board of Directors, within the application, all the governance documents and liabilities associated with on the Board of a Non-Profit Corporation. Name of the Selected Board Attorney:
	0	Date of Review:
	0	Signature of Board Members Present (Add Signature Lines as Needed):
*		blected Board Auditor that he/she has reviewed with the full Board of Directors, listed the application, all the items required for the annual audit and 990 preparations. Name of the Selected Board Auditor://4 Date of Review:
	0	Signature of Board Members Present (Add Signature Lines as Needed):

*	the ful	racting with a CMO/EMO, that the selected management company has reviewed with 1 Board of Directors, listed within the application, all the items required and the ated management contract and operations. Name of the Contact for Selected EMO/CMO: Mary Catherine Sauce Date of Review: 4/18/24 Signature of Board Members Present (Add Signature Lines as Needed):
	If cont	racting with a financial management service provider that the selected financial
7,0	II COIII	e provider has reviewed with the full Board of Directors, listed within the application,
		financial processes and services provided.
		Name of the Contact:
	O	N/A
	0	Name of the Selected Financial Service Provider:
	~	
	0	Date of Review:
	0	Signature of Board Members Present (Add Signature Lines as Needed):
*	If the 1	proposed Board of Directors, listed within the application, is contracting with a
		e provider to operate PowerSchool that the service provider has reviewed all of the
		ial processes and services provided.
	0	Name of the Contact:
		Name of the Selected PowerSchool Service Provider:
	0	Name of the Selected PowerSchool Service Provider:
	0	Date of Review:
	0	Signature of Board Members Present (Add Signature Lines as Needed):

Charter School is true and correct in every respect.	Signature Matthew 7. Achieve Charter School is true and correct in every respect.	I, Mathew T. Schneice 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 Charter School is true and correct in every respect.	
	Signature Matthew J. Achner de	Charter School is true and correct in every respect.	



Centerpoint Classical Academy (CCA)

Auditor and Attorney Explanation

Board Selected Auditor

The Board of Directors has discussed the need to choose an auditor and has candidates but has decided to get proposals from the auditors before making a final decision.

Board Attorney

The Board of Directors has discussed a couple of different attorneys that have been recommended from other schools but wants to get more information before a final selection is made.

Centerpoint Classical Academy PROJECTED COURSE OFFERINGS

	T		1
English 9	English 10	English 11	English 12
H English 9	H English 10	H English 11	H English 12
		AP English 11	AP English 12
	American History:		
	Founding Principles,		
World History	Civics and Economics	U.S. History I	U.S. History II
H World History		H U.S. History I	H U.S. History II
AP World History		AP U.S. History	AP European History
Earth Science	Physics	Biology	Chemistry
H Chemistry	H Earth & Enviro	AP Chemistry	AP Biology
H Biology	AP Earth & Enviro	H Physics	AP Physics
Math 1/H Algebra 2	H Pre-Calculus	AP Calculus AB	AP Calculus BC
Math 2/H Geometry	AP Statistics		
Math 1/Algebra 1	Geometry	Algebra II	Discrete Math
Health/PE (with CPR)	Art	Band	Orchestra
Dance	Drama	Art History	Chorus
Latin II	Latin III	AP Latin	
Spanish I	Spanish II	Spanish III	
Latin I	Logic		Rhetoric

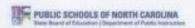
Shaded courses will be offered in 2026.

Occupational Course of Study programs will be designed and offered as needed to suit the special needs of students, as required by their IEPs.



Centerpoint Classical Academy APPENDIX F

Centerpoint Classical Academy has not yet received 501(c)3 status.



Signature Page

The foregoing application is submitted on behalf of Centerpoint 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.

governance, board training, marketing, policies a school administrator. Final approval of the chromopeling all of the planning program requiren Print/Type Name: Matthew 1. School Board Position: Chatrage Signature: Matthew Filmed: Date: 123 24	arter will be con nents.			0
Sworn to and subscribed before me this	day of D	ors.	, 20 ==-	
Notary Public: \		Official Sea	CONTRACT OF	000
My commission expires: (17) 24 2	, 20 ≥ 7		MOTO	No. of the last