

Appendix A-1 Educational Need and Target Population

Characteristics of Target Communities*

Town/city	Population	Percent White	Percent Black	Percent Hispanic	Percent below poverty line	Percent Single parent Household	# of children Under 5
East Spencer	1,520	13	85	7	58	23	193
Spencer	3,267	58	34	9	24	13	205
Salisbury	34,017	54	38	8	27	14	2,350
Granite Quarry	2,930	85	9	4	16	10	197
China Grove	4,155	74	15	11	34	10	226
Landis	3,109	90	6	13	22	8	181

*Rounded to nearest whole number

Source: Factfinder.Census.gov

Need

I. Community Expression of Need for School

Over the past two years there have been events and door-to-door campaigns to determine the support and expressed need for a school from the community.

- 100% of 49 respondents to a survey question: “Do you feel that East Spencer needs an elementary school?” responded “yes”.
- Out of 75 surveys collected in the target area, 58 had children. Of those, 55 (95%) responded “yes” to the question “Would you like your child(ren) to attend a new free neighborhood charter school in East Spencer, NC?”
- A petition circulated in the community requesting establishment of a school in East Spencer was signed by 143 people.
- 112 letters of support for the school were received.

4 public meetings were held

- Thur. Aug. 25, 3–5 at Grant Street Housing project community center, East Spencer
- Sat. Aug 27, 4:30–6:30 at Gethsemane Baptist Church, Salisbury
- Mon. Aug. 29, 5–6:30 at EastSquare ArtWorks, Salisbury
- Thur. Sept. 8, 5–6:30 at EastSquare ArtWorks, Salisbury

II. Quality of Rowan-Salisbury schools serving the targeted population

Schools attended by children from East Spencer:

SCHOOL	2014-15 GRADE	2014-15 SCORE	2015-16 Grade	2015-16 Score	PERCENT STUDENTS OF COLOR	Percent at grade level	
						Black	White
NORTH ROWAN ELEMENTARY	F	32	F	37	53	22.7	38
HANFORD DOLE ELEMENTARY	D	40	D	43	64	19.9	39.7
NORTH ROWAN MIDDLE	D	45	D	48	55	22.7	44.2

OTHER ROWAN-SALISBURY SCHOOLS: ELEMENTARY

SCHOOL	2014-15 GRADE	2014-15 SCORE	2015-2016 Grade	2015-16 Score	Percent white students	Sample percent at grade level	
						Black	White
MORGAN	C	59	C	61	95		
ROCKWELL	C	63	C	63	92		
SHIVE	C	57	C	62	90		
BOSTIAN	C	64	B	71	89		
MILLBRIDGE	C	58	C	65	89		
WOODLEAF	D	49	C	63	74		
CHINA GROVE	D	50	D	47	67	25	51
CLEVELAND	C	55	C	62	67		
MT. ULLA	C	66	C	68	66		
GRANITE QUARRY	C	60	C	63	64		
LANDIS	D	43	D	54	63	23	51.6
HURLEY	D	45	D	50	44		
KNOLLWOOD	F	38	D	47	36		

OVERTON	D	50	D	44	35	Black 31.1	White 60.8

Of the 11 majority-white elementary schools, 9 earned grade of B or C

Of the 6 elementary schools with a majority of students of color, all received grade of D or F

Gap between Black students and White students on percentage at grade level across the system as well as in the schools in our target area demonstrates a need for quality education for Black children.

ROWAN SALISBURY MIDDLE SCHOOLS

7 out of 8 middle schools received the grade of D

Percent Proficient in Math and Reading

Rowan-Salisbury Schools

North Carolina

Math

Grade 3	50.3%	64.6
Grade 4	38.9	57.2
Grade 5	47.6	60.4
Grade 6	32.4	52
Grade 7	26.5	48.9
Grade 8	26.1	44.7

Reading

Grade 3	49.9	57.8
Grade 4	51.9	58.0
Grade 5	48.2	55.4
Grade 6	48.2	58.7
Grade 7	46.2	58.5
Grade 8	38.8	53.4

Rowan-Salisbury Schools are not providing a quality education for the county children. There is a need for an alternative to these schools, which Essie's school will provide.



CCLS Checklist for *A Story of Units*

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Introduction

This document includes grade-level charts providing an at-a-glance view of when each standard is addressed. Note that, for grades K–5, standards requiring fluency are followed by a superscript F (^F). In grades K–5, standards included in clusters designated as Major Emphases by the New York State Education Department are followed by an asterisk (*). In grades 3–5, all standards designated as “May-June” on the New York State Education Department Pre-Post Math Standards document are indicated by a plus sign (+).

Please refer to the Curriculum Overview of *A Story of Units* for a curriculum map and detailed grade-level descriptions including a summary of the year, a rationale of the module sequence, and a standards alignment chart.

CCLS		PRE-KINDERGARTEN MODULES				
		1	2	3	4	5
PK.CC	1	X				X
	2	X				X
	3a	X		X		
	3b	X		X		
	3c	X		X		
	4	X		X		
	5	X		X	X	
	6			X	X	
PK.OA	1					X
	2	X				X
PK.MD	1				X	
	2	X	X	X		
PK.G	1		X			
	2		X			
	3		X			
	4		X			

CCLS		KINDERGARTEN MODULES					
		1	2	3	4	5	6
K.CC	1*					X	
	2*					X	
	3*	X				X	
	4a*	X					
	4b*	X				X	
	4c*	X				X	
	4d*						X
	5*	X				X	
	6*			X			
7*			X				
K.OA	1*				X		
	2*				X		
	3*	X			X		
	4*				X		
	5 ^F *				X		
K.NBT	1*					X	
K.MD	1			X			
	2			X			
	3	X	X				
K.G	1		X				
	2		X				
	3		X				
	4		X				
	5						X
	6						X

^F Fluency Standard
 * Major Emphases Standard

CCLS		GRADE 1 MODULES					
		1	2	3	4	5	6
1.OA	1*	X	X	X	X		X
	2*		X				
	3*	X	X				
	4*	X	X				
	5*	X					
	6 ^{F*}	X	X				
	7*	X					
	8*	X					
1.NBT	1*				X		X
	2a*		X		X		X
	2b*		X				
	2c*				X		X
	3*				X		X
	4*				X		X
	5*				X		X
	6*				X		X
1.MD	1*			X			
	2*			X			
	3					X	X
	4			X			
1.G	1					X	
	2					X	
	3					X	

^F Fluency Standard
 * Major Emphases Standard

CCLS		GRADE 2 MODULES							
		1	2	3	4	5	6	7	8
2.OA	1*	X			X				
	2 ^{F*}	X							
	3*						X		
	4*						X		
2.NBT	1a*			X					
	1b*			X					
	2*			X					
	3*			X					
	4*			X					
	5 ^{F*}	X			X			X	
	6*				X				
	7*				X	X			
	8*				X	X			
	9*				X	X			
2.MD	1*		X					X	
	2*		X					X	
	3*		X					X	
	4*		X					X	
	5*		X					X	
	6*		X					X	
	7								X
	8							X	
	9							X	
	10							X	
2.G	1								X
	2						X		
	3								X

^F Fluency Standard
 * Major Emphases Standard

CCLS		GRADE 3 MODULES						
		1	2	3	4	5	6	7
3.OA	1*	X						
	2*	X						
	3*	X		X				
	4*	X		X				
	5*	X		X				
	6*	X						
	7 ^{F*}	X		X				
	8*	X		X				X
	9*			X				
3.NBT	1		X					
	2 ^F		X					
	3			X				
3.NF	1*					X		
	2a*					X		
	2b*					X		
	3a*					X		
	3b*					X		
	3c*					X		
	3d*					X		
3.MD	1*		X					
	2*		X					
	3						X	
	4 +						X	X
	5a*				X			
	5b*				X			
	6*				X			
	7a*				X			
	7b*				X			
	7c*				X			
	7d*				X			
	8 +							X
3.G	1 +							X
	2					X		

^F Fluency Standard
 * Major Emphases Standard
 + NYSED May-June Standard

CCLS		GRADE 4 MODULES						
		1	2	3	4	5	6	7
4.OA	1*			X				X
	2*			X				X
	3*	X		X				X
	4			X				
	5					X		
4.NBT	1*	X						
	2*	X						
	3*	X						
	4 ^{F*}	X						
	5*			X				
	6*			X				
4.NF	1*					X		
	2*					X		
	3a*					X		
	3b*					X		
	3c*					X		
	3d*					X		
	4a*					X		
	4b*					X		
	4c*					X		
	5*+						X	
	6*+						X	
7*+						X		
4.MD	1+		X					X
	2+		X				X	X
	3			X				
	4					X		
	5a				X			
	5b				X			
	6				X			
	7				X			
4.G	1				X			
	2				X			
	3				X			

^F Fluency Standard
 * Major Emphases Standard
 + NYSED May-June Standard

CCLS		GRADE 5 MODULES					
		1	2	3	4	5	6
5.OA	1		X		X		
	2		X		X		
	3 +						X
5.NBT	1*	X	X				
	2*	X	X				
	3a*	X					
	3b*	X					
	4*	X					
	5 ^F *		X				
	6*		X				
7*	X	X		X			
5.NF	1*			X			
	2*			X			
	3*				X		
	4a*				X		
	4b*					X	
	5a*				X		
	5b*				X		
	6*				X	X	
	7a*				X		
	7b*				X		
7c*				X			
5.MD	1	X	X		X		
	2				X		
	3a*					X	
	3b*					X	
	4*					X	
	5a*					X	
	5b*					X	
5c*					X		
5.G	1 +						X
	2 +						X
	3					X	
	4					X	

^F Fluency Standard
 * Major Emphases Standard
 + NYSED May-June Standard

Essie Mae Kiser Foxx Charter School
Master Calendar 2018-2019

190 Total Instructional Days

August 5 Instructional Days

- Jul30-Aug 3 Board of Directors and Instructional Leadership Team Retreat
- 6 Staff Return
- 6-24 Staff Professional Development @ EMKF
- 21-22 Teacher Workdays 8am-12pm @ EMKF; 12pm-4pm home visits
- 25 Building Open 8:30am - 3pm
Service Saturday 9am-12pm (Community based service projects around school- cleaning, landscaping, finishing touch painters, hangers, etc)
- 27 First Day of School
- 28-30 Benchmark Assessments
- 31 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm

September 19 Instructional Days

- 3 No School - Labor Day Holiday
- 4 Pep-Rally 7:30-9:30am
- 5 Staff Professional Development 4:00-5:00pm
- 7-8 Back to School Carnival
- 13 Essie Family Night 5:30-7:30pm
- 21 Student Early Release @ 12pm, Teacher PD 12-4pm
- 24 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 26 Staff Professional Development 4:00-5:00pm
- 28 Q1 Progress Reports Due to Principal

October 22 Instructional Days

- 1 Q1 Progress Reports Distributed
- 1-5 Staff Spirit Week
- 4 Custodian Appreciation Day
- 8 No School- Holiday
- 10 Staff Professional Development 4:00-5:00pm
- 19 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 22 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 24 Staff Professional Development 4:00-5:00pm
- 31 First Quarter Ends

November 18 Instructional Days

- 1 Q1 Report Cards Due to Principal
Essie Family Night 5:30-7:30pm

- 5 Q1 Report Cards Distributed
- 9 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 12 No School- Holiday
- 14 Staff Professional Development 4:00-5:00pm
- 16 Teacher Assistant Appreciation Day
- 21-23 No School- Holiday
- 26 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm

December 15 Instructional Days

- 5 Staff Professional Development 4:00-5:00pm
- 7 Q2 Progress Reports due to Principal
- 10 Q2 Progress Reports Distributed
- 14 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 17 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 19 Staff Professional Development 4:00-5:00pm
Winter Program 5:30-7:30pm
- 24-31 No School - Winter Break

January 18 Instructional Days

- 1-3 Winter Break
- 4 Teacher Professional Development and Collaborative Planning @ EMKF
- 7 Students Return
- 9 Staff Professional Development 4:00-5:00pm
- 12 Cultural Consortium
- 15 Pep-Rally 7:30-9:30am
- 18 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 21 No School- Holiday
- 23 Staff Professional Development 4:00-5:00pm
- 25 Q2 Report Cards due to Principal
- 28 Q2 Report Cards Distributed
School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm

February 19 Instructional Days

- 6 Staff Professional Development 4:00-5:00pm
- 7 Essie Family Night 5:30-7:30pm
- 15 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 18 No School- Holiday
- 20 Staff Professional Development 4:00-5:00pm
Black History Month Celebration 5:30-7:30pm
- 25 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm

March 21 Instructional Days

- 1 Q3 Progress Reports Due to Principal

- 4 Q3 Progress Reports Distributed
- 6 Staff Professional Development 4:00-5:00pm
- 14 Essie Family Night 5:30-7:30pm
- 15 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
- 18-22 Bus Driver Appreciation Week
- 20 Staff Professional Development 4:00-5:00pm
- 25 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 29-30 Spring Festival

April 16 Instructional Days

- 3 Staff Professional Development 4:00-5:00pm
- 5 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
Q3 Report Cards due to Principal
- 8 Q3 Report Cards Distributed
- 10 Administrative Assistant Appreciation Day
- 11 Essie Family Night 5:30-7:30pm
- 15 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 17 Staff Professional Development 4:00-5:00pm
- 19-26 No School-Spring Break
- 29 Students Return

May 22 Instructional Days

- 1-3 Teacher Appreciation Week
- 1 Staff Professional Development 4:00-5:00pm (Staff Field Day)
- 7 Pep-Rally 7:30-9:30am
- 9 Essie Family Night 5:30-7:30pm
- 17 Student Early Release Day @ 12pm; Teacher Data Analysis & PD 12-4pm
Q4 Progress Reports due to Principal
- 20 Q4 Progress Reports Distributed
School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm
- 22 Staff Professional Development 4:00-5:00pm
- 27 No School-Holiday

June 15 Instructional Days

- 5 Staff Professional Development 4:00-5:00pm
- 6 Essie Family Night 5:30-7:30pm
- 4 Q4 Report Cards Due to Principal
- 10 EOG Pep Rally
- 11-14 EOG Testing (Student Early Release Days @ 12pm)
- 17-21 EOG & Read to Achieve Retesting (Student Early Release Days @ 12pm; Teacher PD 12-4pm)
- 17 Q4 Report Cards Distributed
- 21 Last Day of School for Staff and Students
- 24 School Leadership Team Meeting @ 4:00pm; Board Meeting @ 6pm

BYLAWS OF ESSIE MAE KISER FOXX CHARTER SCHOOL

ARTICLE I:

The name of the Corporation is ESSIE MAE KISER FOXX CHARTER SCHOOL (the "Corporation"). The seal of the Corporation will be circular in form, which shall bear the name ESSIE MAE KISER FOXX CHARTER SCHOOL, and words indicating that the Corporation was incorporated in North Carolina. Failure to affix the seal to corporate instruments shall not affect the validity of any such instrument

ARTICLE II: Purposes of the Corporation

1. IRC Section 501(C)(3) Purposes. This corporation is organized exclusively for the purpose as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, distributions to organizations that qualify organizational purpose of the ESSIE MAE KISER FOXX CHARTER SCHOOL is to be a public nonprofit school,, which can engage in activities and provide various services that are beneficial to the public interest and may include the advancement of literacy and education of children. as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

2. Statement of Purpose. The corporation is organized for the purpose of education.

3. Pursuant to the laws and regulations governing charter schools, and consistent with the sentiments of the Board of Directors, Essie Mae Kiser Foxx Charter School will provide a quality education to all students and will not discriminate in admissions, programs, opportunities, practices, activities or in any other way based on gender, race, ability, religion, sexual preference or identification,

ARTICLE III: Members

The Corporation shall have no members, certificate holders or shareholders. All functions and affairs of the corporation shall be directed entirely by the Board of Directors.

ARTICLE IV: Offices and Registered Agent

1. Offices. The Corporation continuously shall maintain in North Carolina a registered office at such place as may be designated by the Board of Directors. The principal office of the Corporation and such other offices as it may establish shall be located within North Carolina.

2. Agent. The Corporation continuously shall maintain within North Carolina a registered agent, who shall be designated by the Board of Directors.

3. Changes. Any change in the registered office or registered agent of the Corporation shall be accomplished in compliance with the North Carolina Non-Profit Corporation Act.

4. Initial Agent and Office. The initial registered agent is Nancy J. Lund and the initial registered office is EastSquare ArtWorks 120 East Innes Street, Salisbury, North Carolina 28144

ARTICLE V: Board of Directors for the Corporation

1. General Powers and Duties. The property, business, and affairs of the Corporation shall be managed, controlled, and directed by a Board of Directors or such executive committees as the Board may establish. The Board of Directors shall have, and may exercise, any and all powers provided in the Articles of Incorporation or the North Carolina Nonprofit Corporation Act that are necessary or convenient to carry out the purposes of the Corporation as established in these Bylaws.

2. Composition.

(a) The Board shall consist of a minimum of 5 and a maximum of 11 voting directors elected or appointed as provided herein.

(b) Election. The Initial Board shall select three (3) of its members to serve an initial one (2) year term, and the remaining four (4) members shall serve an initial (3) year term. New directors shall be elected in each succeeding year to fill any expiring terms. New directors shall be elected by the existing Board of Directors at the annual meeting. Members eligible for re-election may vote on new board members. Those receiving the highest number of votes shall be deemed elected. In the event any Director so demands, election of Directors shall be by secret ballot.

3. Qualifications of Directors. Directors shall be at least twenty-one (21) years of age, shall be current residents of North Carolina and shall hold at least a high school diploma or its equivalent. Any such qualified person seeking election to the Board of Directors must submit to a reasonable screening process by the nominating committee, which shall include submitting a personal written statement that provides the following:

- statement as to personal reason for wanting to serve on the Board of Directors of this corporation;
- certification statement as to age, residency, and diploma or equivalency;
- certification statement of having read and understood the Articles of Incorporation and these Bylaws;
- statement of support for this corporation's purposes;
- statement of personal education philosophy;
- statement of personal background, including any talents or experience that can contribute to the function of the corporation Board;
- separate list of references, including the name, address and phone number of each, to at least (2) board members or other person who can verify personal background.

4. Vacancies. A vacancy occurring in the Board of Directors may be filled by a majority vote of the remaining Directors. The director so elected shall serve the unexpired term of the director replaced thereby.

5. Removal. Directors may be removed from office with or without cause by a vote of a majority of the directors. In the event any director is so removed, a new director or directors may be elected at the same meeting.

6. Officers of the Board.

a) Designation. The officers of the Corporation shall be the President, such number of Vice Presidents as may from time to time be determined by the Board (and, if more than one, the Board of Directors at the time of determining the number thereof, may also determine the priority of the respective Vice Presidents), a Secretary, a Treasurer and any other officers that the Board of Directors may designate. Individuals to serve in these capacities shall be designated by the Board of Directors and given powers and duties consistent with these Bylaws. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary; however, no officer shall execute, unless acknowledged, or verified by two (2) or more officers.

b) Except as provided in Article V, paragraph 2(c), each Director shall hold office for the term of three (3) years or until a successor is appointed and qualified.

c) Each Director is eligible for re-election for two (2) successive terms. After serving two (2) three (3) year terms, the Director shall not be eligible for re-election until after a one (1) year absence from service on the Board of Directors.

7. Compensation. No compensation shall be allowed to members of the Board except pursuant to a contract. Expenses incurred by a member in conducting corporate business may be paid if approved by the Board.

8 Resignation. A Director may resign at any time by giving notice there of in writing to the Chair.

9. Duties of Directors. It shall be the duty of the directors to:

(a) Register their addresses and phone numbers with the Secretary of the corporation, and notices of meetings mailed emailed, or telephoned to them at such addresses shall be valid notices;

(b) Meet at such times and places as required by these Bylaws;

(c) Appoint and remove, employ and discharge, supervise the duties of, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;

(d) Perform any and all duties imposed on them collectively or individually by law, or by these Bylaws.

10. Committees.

(a) Executive Committee. The Board Directors may, by a majority vote of its members, designate an Executive Committee consisting of two (2) or more directors and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, except that the Executive Committee:

- may not dissolve the corporation or plan its merger or consolidation;
- may not change the Bylaws or Articles of Incorporation;
- may not conduct any transaction involving all or substantially all corporate assets or property;
- may not create committees;
- may not fill board vacancies;
- *may not alter board resolutions;
- may not act as otherwise restricted by law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the Executive Committee authority so delegated, increase or decrease but not below two (2) the number of members of the Executive Committee, and fill vacancies on the Executive Committee from the members of the board. The Executive Committee shall keep minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

(b) Nominating and Board Development Committee. A nominating and Board Development committee shall be established which shall consist of three (3) individuals designated by the Chair. The purpose of said committee shall be to review applications and research candidates to serve as directors and officers of the Corporation and to recommend nominees for such office to the Board of Directors. Additionally, said committee shall have the responsibility to train and orient new members of the Board of Directors on a director's duties and

responsibilities, as well as the goals and purposes of the Corporation. Members of the nominating committee shall serve until their terms as directors have expired.

(c) Other Board Committees. The Chair of the Board may establish any other committees deemed necessary to carry out the work of the Corporation. The Chair shall appoint Board Members to these committees, and the Chair shall designate chairs for each committee.

Committees serve in an advisory capacity to the Board.

(d) Limitation on Authority of Committees. Neither the executive committee nor any other committee formed hereunder shall have the authority to repeal or amend a resolution duly adopted by the Board of Directors.

(e) Meetings and Actions of Committees. Meetings and Actions of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as necessary to substitute the committee and its members for the Board and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board or by the committee. The Board of Directors may also adopt rules for the conduct of meetings of committees to the extent that they are not inconsistent with the provisions of these Bylaws.

11. Majority Action as Board Action and Conflict of Interest. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless these Bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board. A member of the Board may have a conflict of interest of his or her vote on a matter before the Board in the best interest of the school if the vote is adverse to the personal, family or business interests of the Board member. If any member of the Board faces a conflict of interest in a matter pending before the Board- such member shall make full and candid disclosure to the Board of the nature of the conflict. If one (1) or more directors present at a meeting abstain from voting on a particular motion before the Board, due to a personal conflict of interest with the subject of the motion or due to restrictions contained in these Bylaws, then the remainder of the directors shall still constitute a quorum for that particular vote and a two thirds majority of those voting directors shall be required to approve the motion.

ARTICLE VI: Officers of the Corporation

1. . Qualifications. The President, Vice President, Secretary and Treasurer shall be members of the Board of Directors.

2. Officers of the Corporation

(a) President. The Chair of the Board shall serve as the President and Chief Executive Officer of the Corporation. The President as the chief executive officer of the corporation shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Except as otherwise expressly provided bylaw, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, contracts, bonds, checks, or other instruments which may from time to time be authorized by the Board of Directors.

(b) Vice President. The Board may elect a Vice President who shall perform those duties as the Board may designate.

(c) Secretary. The Board shall elect from among its members a Secretary who shall preside at all meetings of the Board when the Chair and Vice-Chair are absent and who, with the assistance of the Corporation staff, shall be responsible for keeping an accurate record of the proceedings and actions of the Board. The Secretary shall have the custody of the corporate seal and shall maintain a current record of all the persons who are Directors of the Corporation, showing their respective places of residence, and such book shall be open for inspection as prescribed by law. Subject to the control of the Board of Directors, the Secretary shall in general perform all the duties incident to the office of Secretary, and shall perform such other duties as the Board or the President may assign.

(d) Treasurer. The Board shall elect from among its members a Treasurer who shall have the custody of all funds, property, and securities of the Corporation, subject to such regulations as the Board of Directors may impose. The Treasurer may be required to give bond for the faithful performance of his duties in such sum and with such sureties as the Board may require. When necessary or proper, the Treasurer, on behalf of the Corporation, may endorse for collection checks, notes, and other obligations, and shall deposit the proceeds to the credit of the Corporation at such bank or banks as the Board may designate by resolution as depository. The Treasurer shall sign all receipts and vouchers and, together with such other officer or officers, if any, as shall be designated by the Board, the Treasurer shall sign all checks of the Corporation and all bills of exchange issued by the Corporation, except in cases where the signing and execution thereof shall be expressly assigned by the Board or by these Bylaws to some other officer or agent of the Corporation. The Treasurer shall make such payments as may be necessary or proper to be made on behalf of the Corporation. The Treasurer shall maintain full and accurate books of account reflecting the transactions, assets and obligations of the Corporation and shall exhibit such books at all reasonable times to any Director on application at the offices of the Corporation. In general, the Treasurer shall perform all the duties incident to the office of Treasurer, subject to the control of the Board. The Board may elect one (1) or more Assistant Secretaries from among its members who may assist the Secretary and the Treasurer in the performance of their duties and shall have all legal authority to perform those duties.

3. Compensation. No compensation shall be allowed to Officers of the Corporation, except pursuant to a contract. Expenses incurred by an Officer in conducting corporate business may be paid if approved by the Board.

4. Removal. Any Officer of the Corporation may be removed from office with or without cause upon two-thirds vote of the membership of the Board then in office at any regular or special meeting called for that purpose. Any officer of the Corporation proposed to be removed shall be entitled to at least five (5) days notice in writing by mail and in person of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board at such meeting. Any Board member removed from office pursuant to this section shall also be deemed removed from the Board of Directors pursuant to Article C Section 5 without further action by the Board.

5. Terms of Officers. The terms of the Officers of the Corporation shall be from the time of their election to the next annual meeting or until their successors are chosen.

ARTICLE VII: Meetings

1. Regular Meetings. The Board of Directors shall meet at least monthly at such times and dates as designated by the Chair of the Board, through a written request by majority of Board members, or upon resolution of the Board. The annual meeting of the Board shall be held each year in June or at such other time as the Board may fix, for the purpose of electing directors and officers and for the transaction of other business. Regular meetings of the Board may be held without written notice.

2. Place of Meetings. The meetings of the Board of Directors shall be held at the principal office of the Corporation, or at such other place as the Chair of the Board of Directors may designate.

3. Special Meetings. The time, date, and place of a special meeting of the Board may be set at the call of the Chair, upon written request by the majority of Board members, or upon resolution of the Board. Notice shall be given by the usual means of communication prior to a special/emergency meeting.

4. Attendance. Attendance by a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

5. Notice of Inability to Attend. Members of the Board shall be required to notify the Chair of the Board of the Corporation of their inability to attend a lawfully scheduled meeting at least twenty-four (24) hours prior to meeting time.

6. Quorum. A majority of the directors in office shall constitute a quorum for the transaction of business. The quorum shall be determined at the beginning of the business meeting.

7. Parliamentary Rules and Open Meeting Law. All meetings shall be conducted in an open, orderly, and fair manner; and any guidelines established by the Institute of Government shall apply to all deliberations. All meetings of the Board shall be held in compliance with the North Carolina Open Meetings Law, N.C. General Statutes Sections 143-318.9 -143-318.19. While the Board may elect not to proceed in full compliance with modified Robert's Rules of Order, those procedures may be invoked at any time for use during part or all of a particular meeting upon motion supported by a majority vote.

8. Manner of Acting. Except as otherwise provided by law, the Articles of Incorporation, or by these Bylaws, all matters before the Board of Directors shall be decided by a majority vote of the Directors present and eligible to vote at a meeting at which a quorum exists. Any one or more or all of the directors or members of a committee may participate in a meeting of the Board of Directors or committee by means of a conference telephone or similar communications device that allows all persons participating in the meeting to hear each other. Participation in a meeting by mean of a conference telephone or similar communications device shall be deemed presence in person at such meeting.

9. Meeting Agenda. Regular meetings of the Board shall strictly follow the written agenda prepared by the Chair. Any person having business to be brought before the Board shall notify the Chair at least four (4) days prior to the meeting of their request to be heard by the Board.

ARTICLE VIII: Contracts, Checks, Deposits, and Funds

1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation; and such authority may be general or confined to specific instances.
2. **Loans.** No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.
3. **Checks and Drafts.** All checks, drafts, or other orders for the payment of money, issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.
4. **Funds.** All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation at such banks, trust companies, or other depositories as the Board may select, or as may be designated by any officer, officers, agent, or agents of the Corporation to whom the Board may delegate such power.
5. **Acceptance of Gifts.** The Board or any officer or officers or agent or agents of the Corporation to whom such authority may be delegated by the Board, may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the purpose of the Corporation.
6. **Audits.** In compliance with North Carolina Charter School Law, the accounts of the Corporation shall be audited annually by a reputable certified public accountant, whose report shall be submitted to each member of the Board, and kept on file at the offices of the Corporation as required by law.
7. **Bond.** At the direction of the Board, any officer or employee of the Corporation shall be bonded. The Corporation shall pay the expense of procuring any such bond.

ARTICLE IX: Indemnification

The directors and officers of the Corporation shall be indemnified by the Corporation to the fullest extent permissible under North Carolina law. The Board of Directors shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification provided by this Bylaw, including without limitation, to the extent necessary, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him or her.

ARTICLE X: Corporate Records and Reports

1. **Maintenance of Corporate Records.** The Corporation shall keep at its principal office: (a) A copy of the Corporation's Articles of Incorporation and these Bylaws as amended to date; (b) A record of its directors, indicating their names and addresses and telephone numbers, dates of election to the board, and if applicable, dates of election to office; (c) A record of its committees and committee members, including the specific task for which each committee was formed and members' names, addresses and telephone numbers; (d) Minutes of all meetings of directors, and of committees of the board, indicating the time and place of such meetings, whether regular or special, how called, the notice given, the names of those present and the proceedings thereof; (e) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses.
2. **Directors' Inspection Rights.** Every director shall have the absolute right at any reasonable time to inspect and copy all books, record and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books,

records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions, of these Bylaws, and provisions of law. Any inspection under the provisions of this Article may be made in person or by attorney and the right to inspections shall include the right to copy and make extracts.

3. Periodic Report. The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or other government agency and to be so prepared and delivered within the time limits set by law.

ARTICLE XI: Fiscal Year

Except as altered by a resolution of the Board of Directors, the fiscal year of the Corporation shall begin on the first day of each July, and end on the last day of June next ensuing.

ARTICLE XII: Election as a Charitable Corporation

Said corporation is organized exclusively for charitable, religious, educational or scientific purposes, pursuant to section 501(c)(3) of the Internal Revenue Code of 1986. Said corporation shall operate as a nonprofit corporation as defined in NCGS Section 55A-1-40(4). No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws. 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 any candidate for public office. Notwithstanding any other provision 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 internal Revenue Code of 1986 or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986. Upon dissolution of the corporation, assets of the Corporation then remaining in the hands of the Board, after satisfaction of the Corporation's liabilities, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and in accordance with North Carolina General Statutes for Charter Schools.

ARTICLE XIII: General Provisions

1. Limit of Use of Property and Funds to Purposes of the Corporation. No funds or property of the Corporation shall be devoted to or expended for any purpose or objective not stated in Article II, but all the Corporation's funds and properties shall at all times be used exclusively for said corporate purposes. In no event shall any of the funds or property of the Corporation be used for personal benefit, by way of compensation, directly or indirectly, of these directors, with the exception of the Officers, who may be paid a salary set by the directors for services actually rendered.

2. Waiver of Notice. Whenever any notice is required to be given to any director or other person under the provisions of these Bylaws, the Articles of Incorporation, or any applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3. Amendments. These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the Directors in office, if at least ten (10) day written notice is given of the intention to take such action at such meeting.

1. Limit of Use of Property and Funds to Purposes of the Corporation. No funds or property of the Corporation shall be devoted to or expended for any purpose or objective not stated in Article II, but all the Corporation's funds and properties shall at all times be used exclusively for said corporate purposes. In no event shall any of the funds or property of the Corporation be used for personal benefit, by way of compensation, directly or indirectly, of these directors, with the exception of the Officers, who may be paid a salary set by the directors for services actually rendered.

2. Waiver of Notice. Whenever any notice is required to be given to any director or other person under the provisions of these Bylaws, the Articles of Incorporation, or any applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3. Amendments. These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the Directors in office, if at least ten (10) day written notice is given of the intention to take such action at such meeting. The undersigned Directors certify the foregoing bylaws have been adopted as Bylaws of the corporation in accordance with the requirements of the Corporation Law.

Dated _____

Lawrence Boland

Norma Brooks

DeCarlo Duling

Nancy Lund

Whitney Peckman

Ruby Steele

Tina Wallace

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: ESSIE MAE KISER FOXX CHARTER SCHOOL

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: Nancy J. Lund

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

Number and Street: 120 E. Innes Street

City: Salisbury State NC Zip Code: 28144 County: Rowan

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:

Jean Brooks 1005 3rd Street, Spencer, NC 28159

Kenneth L Fox 109 E. Jackson Street East Spencer 28039

Nancy J Lund 419 Eastwood Drive, Salisbury NC 28146

Whitney Peckman 120 E. Innes, Salisbury NC 28144

Ruby Steele 1016 N. Salisbury Ave, Spencer, NC 28159

6. (Check either a or b below.)

a. The corporation will have members.

b. The corporation will not have members.

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

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

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

Principal Office Telephone Number: (980)234-1624

Number and Street: 120 E. Innes Street

City: Salisbury State: NC Zip Code: 28144 County: Rowan

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

Number and Street or PO Box: _____

City: _____ State: _____ Zip Code: _____ County: _____

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

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

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

This is the 3 day of August, 2016.

Essie Mae Kiser Foxx Charter
School

(Incorporator Business Entity Name)

See attached page

Signature of Incorporator

Nancy J Lund, Board Member

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

NOTES:

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

CORPORATIONS DIVISION

Revised September, 2013

P. O. BOX 29622

Incorporator's Signature

Nan Lund, Ph.D.

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
NONPROFIT CORPORATION

Pursuant to §55A-10-05 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: Essie Mae Kiser Foxx Charter School

2. The text of each amendment adopted is as follows (*state below or attach*):

SEE ATTACHED PROVISIONS

3. The date of adoption of each amendment was as follows: Aug 16, 2016

4. (*Check a, b, and/or c, as applicable*)

a. The amendment(s) was (were) approved by a sufficient vote of the board of directors or incorporators, and member approval was not required because (*set forth a brief explanation of why member approval was not required*)

b. The amendment(s) was (were) approved by the members as required by Chapter 55A.

c. Approval of the amendment(s) by some person or persons other than the members, the board, or the incorporators was required pursuant to N.C.G.S. §55A-10-30, and such approval was obtained.

Revised January 2000
CORPORATIONS DIVISION

P. O. BOX 29622

Form N-02
RALEIGH, NC 27626-0622

5. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the 16 day of August, 2016

Essie Mae Kiser Foxx Charter School

Name of Corporation

Signature

Nancy J. Lund, Incorporator

Type or Print Name and Title

Nancy J. Lund

Signature of Incorporator

1. Filing fee is \$25. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

Revised January 2000
CORPORATIONS DIVISION

Form N-02

Amendment 1: **Purpose of Corporation**

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

religious,

charitable,

educational,

testing for public safety,

scientific,

literary,

fostering national or international amateur sports competition, and/or

prevention of cruelty to children or animals,

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

Amendment 2: Prohibited Activities

Prohibited Activities

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

Amendment 3: Distribution Upon Dissolution

~~Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions 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 © (3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.~~

Amendment 4: Name Change

We request that the name of the Corporation be changed to:

Essie Mae Kiser Foxx Charter School, Inc.

SERVICES AGREEMENT

This Services Agreement (“Agreement”) by and between Torchlight Academy Schools, Inc., a North Carolina corporation (“TAS”), and Essie Mae Kiser Foxx Charter School, a North Carolina non-profit corporation (the “School”) is effective this 1st day of August 2016 (the “Effective Date”). For purposes of this Agreement, “TAS” and the School shall be referred to collectively as the Parties.”

RECITALS

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

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on TAS’s school design, comprehensive educational program and management principles; and

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

NOW, THEREFORE, for good and valuable consideration, including the mutual promise and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

CONTRACTING RELATIONSHIP

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

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

C. Independent Contractor. TAS shall provide the 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 TAS. Consistent with the status of an independent contractor, TAS reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Authorizing Law and the Charter. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. TAS, including its directors, officers, and employees are hereby designated as “other School Officials having a legitimate educational interest in education records” for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. 1232g et seq. (FERPA).

2. TAS, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

**ARTICLE II
TERM & TERMINATION**

A. Term.

This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the termination or expiration of the Charter currently in effect, inclusive of any Charter re-authorization or renewal periods thereof (the “**Term**”). The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and TAS submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall commence July 1, 2018 to June 30, 2019, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination

1. By the School. The School may terminate this Agreement prior to the end of the Term if TAS fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) TAS’s failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) TAS’s failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provide they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from an independent education consultant retained by

the Board regarding the Services or the School's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementations would serve as grounds for suspension, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by TAS that places the Charter in jeopardy of termination, suspension or revocation.

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

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

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

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

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

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

3. TAS 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;

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

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

ARTICLE III

OBLIGATIONS OF TAS

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

B. TAS Educational Program. The School has determined to adopt the TAS educational and academic programs and goals. Subject to the oversight of the Board, TAS shall implement and administer the TAS Educational Program. In the event that TAS reasonably determines that it is necessary or advisable to make material changes to the Educational Program, TAS shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential part of the TAS Education Program is its capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably request by the Board, TAS shall provide the Board with a report detailing progress made on each of the educational goals set forth in the TAS Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.

C. All Children Welcome. TAS shall ensure that all students are welcome regardless of race, ethnicity, religion, gender and economic backgrounds.

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

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

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

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

G. Subcontracts. TAS reserves the right to subcontract any and all aspects of the Services. TAS shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time TAS may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the TAS Educational Program.

H. Pupil Performance Standards and Evaluation. TAS shall implement pupil performance evaluations that permit evaluation of the academic progress of each

student. TAS shall utilize assessment strategies required by the Charter and applicable law. The Board and TAS shall cooperate in good faith to identify academic goals and methods to assess such academic performance. TAS shall provide the Board with timely reports regarding student performance.

I. Unusual Events. TAS shall timely notify the Board and the Administrator (as defined below) 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.

J. School Records. The financial and education records pertaining to the School (collectively, the "**School Records**"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available upon request at the School's physical facility. TAS agrees to comply with the terms pursuant to the Charter regarding information to be made available to the School.

K. Facility. TAS shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to TAS and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by TAS unless otherwise agreed to in writing by TAS and the Board. The facility shall comply with the requirements of the Charter and applicable law. TAS shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. TAS will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board a policy, if any, and the TAS 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.

M. Rules and Procedures. TAS will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs TAS to enforce such rules, regulations and procedures consistent with Board policy.

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

ARTICLE IV OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of TAS, including but not limited to, TAS's recommendations regarding policies, rules, regulations and the Budget (as defined below).

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

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

D. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V INTELLECTUAL PROPERTY

A. Definitions.

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

2. **"Confidential Information"** means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or TAS (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial

projections, pricing, sales, expansion plans and strategies, services, data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party's or its affiliates' plan for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

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

ARTICLE VI SOLICITATION AND USE OF PRIVATE FUNDS

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

**ARTICLE VII
FINANCIAL ARRANGEMENTS**

- A. Revenues. Except as provided herein, all monies received by the School shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from TAS, 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 School depository account shall solely be Board members or properly designated Board agents (if any). Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "Revenues" shall include all funds received by or on behalf of the School including but not limited to:
1. Funding for public school students enrolled at the School.
 2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
 3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
 4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
 5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
 6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
 7. All other grants and donations received by the School to support or carry programs at the School (except to the extent TAS is not required or involved in soliciting, administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).
 8. Fees charged to students as permitted by law for extra services provided by TAS as approved by the Board.

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

- B. Budget. TAS shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter and applicable law (the "**Budget**"). For the School's first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 1 for the next school year.
- C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. At the

direction of either TAS or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

- D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, TAS shall allocate to an account controlled by the Board an amount equal to the lesser of (i) 2% of state per pupil aid reflected in the Budget for that respective year, or (ii) \$25,000 (the “**Board Spending Account**”). The aforesaid amount shall be deposited by TAS into the Board Spending Account pro-rata during the course of the School’s school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carryover annually.
- E. Fee. TAS shall receive all Revenues as its services fee (the “**Fee**”), from which it shall pay all operating costs of the School as detailed in the Budget. TAS and the Board acknowledge that operating costs may include an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. TAS shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by TAS in operation and/or management of the School during the School’s fiscal year except as provided in this agreement. Year one, the total fee received shall be no more than 20,000.00 (twenty thousand dollars). Year two, the total shall be no more than 50,000.00 (fifty thousand dollars). Years 3,4, & 5, the total fee shall be no more than 100,000.00 (one hundred thousand dollars) for each of these years.
- F. Other Schools. The School acknowledges that TAS may enter into similar services agreements with other schools. TAS shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by TAS, and shall reflect in the School’s financial records only those expenses incurred in the operation of the School.
- G. Financial Reporting. TAS shall provide the Board with:
1. At least annually, the Budget as required by this agreement.
 2. Monthly financial statement. These financial statement will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.
 3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
 4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.
- H. Access to Financial Records. TAS shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of TAS, and shall retain all of the afore referenced records according to the Charter and applicable law to which such books, accounts, and records relate. TAS and

the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

I. Accounting Standards: Annual Audit.

1. The School shall at all times comply with generally accepted public sector accounting principles and applicable law.
2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.
3. Subject to applicable law, all records in the possession or control of TAS 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 Budget.

**ARTICLE VIII
PERSONNEL & TRAINING**

- A. Qualified Personnel. TAS shall select and hire qualified personnel to perform the Services, TAS shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. With the exception of teachers, as set forth below, and unless otherwise agreed by the written consent of the Parties, all School personnel shall be employees or independent contractors of TAS. The compensation of all employees or contractors working at the School shall be included in the Budget. Upon Board request, TAS shall disclose to the Board the level of compensation and fringe benefits provided by TAS to TAS employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any School student(s).
- B. School Administrator. The School administrator (the "**Administrator**") shall be an employee of TAS. The duties and term of the Administrator's employment shall be determined by TAS. The Administrator shall work with TAS in the operation and management of the School.
- C. Teachers. The Administrator shall recommend to the Board for its consideration and approval, teachers who are qualified in the grade level and subjects required by the School to operate in accordance with the terms of the Charter. All teachers shall be jointly employed by the School and TAS for such purposes as inclusion in the compensation and employee benefit plans of TAS, payroll administration and other employment policies and practices; provided however, in all circumstances, the Board shall ultimately control the hiring and discharge decisions with respect to jointly employed teachers at the School in accordance with N.C. Gen. Stat. 115C-. All teachers shall be jointly employed by the School and TAS for such purposes as inclusion in the compensation and employee benefit plans of TAS, payroll administration and other employment policies and practices; provided however, in all circumstances, the Board shall ultimately control the hiring and discharge decisions with respect to jointly

employed teachers at the School in accordance with N.C. Gen. Stat. 115C-Teachers assigned to and retained by the School may hold a valid teaching certificate issued by the State Board of Education to the extent required by N.C. Gen. Stat. 115C-238.29(f)(E)(1)..

- D. Support Staff. TAS 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 TAS, work at the School on a full or part time basis.
- E. Training. TAS shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law.
- F. Background Checks and Qualifications. TAS shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School.

ARTICLE IX INDEMINIFICATION

- A. Indemnification of Parties. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the **"Indemnified Party"**), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (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 this 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.
- B. It is understood, agreed and hereby acknowledged by Torchlight Academy Schools LLC that no indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness to 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.

ARTICLE X INSURANCE

- A. Insurance Coverage. TAS shall maintain such policies of insurance as required by the Charter and applicable law. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

**ARTICLE XI
REPRESENTATIONS & WARRANTIES**

- A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.
- B. TAS. TAS represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of North Carolina; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suites or proceedings, or, to its knowledge threatened or reasonably anticipated against or affecting TAS, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist TAS in applying for such licenses and permits and in obtaining such approvals and consents.

**ARTICLE XII
MISCELLANEOUS**

- A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and TAS.
- B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exists as provided in the Article governing termination.
- C. State Governing Law: Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of North Carolina, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a

jury trial in any action, proceeding or counterclaim brought by either TAS or the School against the other.

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

The School: **Essie Mae Kiser Foxx Charter School**

**Attn: Board of Directors
2664 Timber Dr Garner, NC 27529**

who ?

**Telephone: (919) 818 - 2731
Facsimile:**

TAS:

TORCHLIGHT ACDEMY SCHOOLS LLC
Attn: Chief Executive Officer
P.O. Box 19191
Raleigh, NC 27619
Telephone: (919) 538 - 8060
Facsimile: (919) 850 - 9961

- E. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and TAS and in manner consistent with the Authorizer’s policies.
- F. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- G. **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.

- H. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to TAS powers or authority of the Board, which are not subject to delegation by the Board under the Charter or applicable law.
- I. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.
- J. Time of Essence. The Parties understand and agree that time is of the essence in performing their perspective responsibilities under this Agreement.

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

TAS:

Torchlight Academy Schools LLC
A North Carolina corporation

By: _____

Its: _____

SCHOOL: Essie Mae Kiser Foxx Charter School

By: _____

Its: Board President

TORCHLIGHT ACADEMY
 Balance Sheet
 June 30 Fiscal Year 2016

ASSETS

FUND 1	CASH - M & F	-800.61
FUND 2	CASH - SUN TRUST 262288-ST2	13,717.02
FUND 2	CASH - PNC 970	225,520.29
FUND 2	CASH - M & F	681,729.94
FUND 2	ACCTS RECEIVABLE - Fe	115,012.87
FUND 2	ACCTS RECEIVABLE - Non-Gov	11,459.97
FUND 2	DUE FROM OTHER FUNDS	47,468.04
FUND 2	PREPAID EXPENSES	3,708.77
FUND 5	CASH OP PNC 0212239750	39,094.09
FUND 5	CASH - M & F	36,114.76
FUND 5	ACCTS RECEIVABLE	32,024.44

Total Assets: #####

LIABILITIES

FUND 1	FED WITHHOLDIN TAXES-EF-M&F	134.96
FUND 1	STATE WITHHOLDINHS TAXES-NCE-PNC	14
FUND 2	ACCOUNTS PAYABLE	39,843.17
FUND 2	EE's FICA TAXES-EFTPS-M & F	84.3
FUND 2	EE's FICA TAXES-EFTPS-M & F	4,555.88
FUND 2	FED WITHHOLDIN TAXES-EF-M&F	1,225.68
FUND 2	STATE WITHHOLDINHS TAXES-NCE-M & F	703.00
FUND 2	EE's STATE RETIREMNT DEDUCT-6288	829.80
FUND 2	EE's 401(K) DEDUCT	1,460.00
FUND 2	FUND EQUITY	567,641.25
FUND 5	DUE TO OTHER FUNDS	47,468.04
FUND 5	FUND EQUITY	15,443.60

Total Liabilities 648,347.88

Net Revenue/Expenses 557,009.09

AGENCY

The Insurance Centers.com

705 Umstead Ln

Garner

NC 27529

☎ : (844) 842-8422

📠 :

MEMO

INSURED

DATE : 9/13/2016

Essie Mae Kisser Foxx Charter School Inc

110 North Long Street

East Spencer

NC 28039

From: The Insurance Centers

To: Essie Mae Kisser Foxx Charter School

Proposal Date: 09/13/2016

Proposed Effective Date: 09/15/2016

(1) General Liability with Business Personal Property \$100,000 limit
\$1 Million per Occurrence
includes Molestation and Abuse

Premium: \$2106.40

(1) Commercial Auto, \$1 Million per Occurrence

Premium: \$3253

(1) Workman's Compensation, \$1 Million per Occurrence
based on \$693,000 payroll

Premium: \$4393

(1) Fidelity Bond that covers Employee Dishonesty, \$250,000 limit

Premium: \$480

(1) Professional Liability with Errors and Omissions, \$1 Million per Occurrence
contingent upon approved charter

Premium: \$4,000

Agency Fees: \$500

Total Premium: \$14,732.40

***Proposal does not show all endorsements, exclusions, or deductibles

ADDENDUM TO MANAGEMENT AGREEMENT

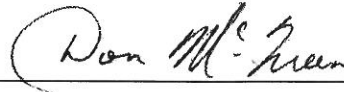
Re: Essie Mae Kiser Foxx Charter School, Inc.

This Addendum to the management agreement between Essie Mae Kiser Foxx Charter School, Inc. and Torchlight Academy Schools, L.L.C. hereby states as follows:

1. Torchlight Academy Schools L.L.C. shall post a bond or place in reserve the sum of \$50,000.00 for the benefit of Essie Mae Kiser Foxx Charter School, Inc. as startup funding to be made available to the school in the event that Essie Mae Kiser Foxx Charter School, Inc. is granted a charter by the North Carolina State Board of Education and in need of additional funding during the start-up and first year of operations.

Dated: _____

By: _____



Managing Member

Torchlight Academy Schools, L.L.C.

2014 Exempt Organization Business Tax Return

prepared by:

Darrell L. Keller, CPA, PA
P.O. Box 1028
Kings Mountain, NC 28086

Northeast Raleigh Charter Academy

3211 Bramer Drive
Raleigh, NC 27604

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning Jul 1, 2014, and ending Jun 30, 2015

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>Northeast Raleigh Charter Academy</u>		D Employer identification number <u>56-2160665</u>
	Doing business as		E Telephone number <u>(919) 850-9960</u>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>3211 Bramer Drive</u>		
	City or town, state or province, country, and ZIP or foreign postal code <u>Raleigh NC 27604</u>		G Gross receipts <u>\$ 4,038,345.</u>
F Name and address of principal officer: <u>Donnie McQueen 3211 Bramer Drive Raleigh NC 27604</u>		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'No,' attach a list. (see instructions)	
I Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number ▶	
J Website: ▶ <u>www.torchlightacademy.org</u>			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: <u>1999</u>	M State of legal domicile: <u>NC</u>

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Operate a public charter school</u>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	5
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5	Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	48
	6	Total number of volunteers (estimate if necessary)	6	28
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 3,830,342.	Current Year 4,010,223.
	9	Program service revenue (Part VIII, line 2g)		
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	50,987.	28,122.
	12	Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,881,329.	4,038,345.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,529,381.	1,433,614.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>0.</u>		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,351,009.	2,344,548.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,880,390.	3,778,162.	
	19 Revenue less expenses. Subtract line 18 from line 12	939.	260,183.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 586,637.	End of Year 808,156.
	21	Total liabilities (Part X, line 26)	101,928.	63,264.
	22	Net assets or fund balances. Subtract line 21 from line 20	484,709.	744,892.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here		<u>09/15/15</u>
	Signature of officer	Date
	<u>Pam Banks-Lee</u>	Board Chair
	Type or print name and title.	

Paid Preparer Use Only	Print/Type preparer's name <u>Darrell L. Keller</u>	Preparer's signature <u>Darrell L. Keller</u>	Date <u>08/15/15</u>	Check <input type="checkbox"/> if self-employed	PTIN <u>P00153428</u>
	Firm's name ▶ <u>Darrell L. Keller, CPA, PA</u>	Firm's EIN ▶ <u>51-0471443</u>		Phone no. - (704) 739-0771	
	Firm's address ▶ <u>P.O. Box 1028 Kings Mountain NC 28086</u>				

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Operate a public charter school

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code:) (Expenses \$ 2,251,415. including grants of \$ 0.) (Revenue \$ 4,038,345.)

Operate a public charter school for the education of children in the community.

4 b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4 e Total program service expenses 2,251,415.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A.	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I.		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I.		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III.		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If 'Yes,' complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI.	X	
b Did the organization report an amount for investments — other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII.		X
c Did the organization report an amount for investments — program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X.		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI, and XII.	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E.		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III.		X
20 a Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II</i>		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III</i>		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If 'Yes,' complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If 'Yes,' complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>		X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

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Form 990 (2014)

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for line numbers (1a-14b), amounts, and Yes/No checkboxes. Includes questions about Form 1096, Form W-2G, backup withholding, Form W-3, unrelated business gross income, prohibited tax shelter transactions, annual gross receipts, and contributions.

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body... 1b Enter the number of voting members included in line 1a... 2 Did any officer, director, trustee, or key employee have a family relationship... 3 Did the organization delegate control over management duties... 4 Did the organization make any significant changes to its governing documents... 5 Did the organization become aware during the year of a significant diversion of the organization's assets? 6 Did the organization have members or stockholders? 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: 8a The governing body? 8b Each committee with authority to act on behalf of the governing body? 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? 10b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990. 12a Did the organization have a written conflict of interest policy? If 'No,' go to line 13. 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done. 13 Did the organization have a written whistleblower policy? 14 Did the organization have a written document retention and destruction policy? 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? 15a The organization's CEO, Executive Director, or top management official. 15b Other officers or key employees of the organization. If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions). 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed North Carolina
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[] Own website [] Another's website [X] Upon request [] Other (explain in Schedule O)
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records:
Cynthia McQueen 3211 Bramer Drive Raleigh NC 27604 (919) 697-6398

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Pam Banks-Lee Chair	2.00	X		X						
(2) Claude Lee Director	1.00	X								
(3) Bennie Baker Vice Chair	1.00	X		X						
(4) Tyjuanna LaBennette Treas/Sec	1.00	X		X						
(5) James Montague Director	1.00	X								
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----	-----									
(16) -----	-----									
(17) -----	-----									
(18) -----	-----									
(19) -----	-----									
(20) -----	-----									
(21) -----	-----									
(22) -----	-----									
(23) -----	-----									
(24) -----	-----									
(25) -----	-----									
1 b Sub-total							▶			
c Total from continuation sheets to Part VII, Section A							▶			
d Total (add lines 1b and 1c)							▶			

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes' complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b				
	c Fundraising events	1 c				
	d Related organizations	1 d				
	e Government grants (contributions)	1 e 4,009,545.				
	f All other contributions, gifts, grants, and similar amounts not included above	1 f 678.				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		4,010,223.			
Program Service Revenue	Business Code					
	2 a					
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real	(ii) Personal			
		b Less: rental expenses				
		c Rental income or (loss)				
		d Net rental income or (loss)				
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
		b Less: cost or other basis and sales expenses				
		c Gain or (loss)				
		d Net gain or (loss)				
	8 a Gross income from fundraising events (not including . . \$ _____ of contributions reported on line 1c). See Part IV, line 18.	a				
		b Less: direct expenses	b			
		c Net income or (loss) from fundraising events				
	9 a Gross income from gaming activities. See Part IV, line 19.	a				
		b Less: direct expenses	b			
		c Net income or (loss) from gaming activities				
	10 a Gross sales of inventory, less returns and allowances	a				
b Less: cost of goods sold		b				
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11 a Other	900099	25,649.	25,649.	0.	0.	
b Food Service	900099	2,473.	2,473.	0.	0.	
c						
d All other revenue						
e Total. Add lines 11a-11d		28,122.				
12 Total revenue. See instructions		4,038,345.	28,122.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	1,202,408.	1,202,408.	0.	0.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	46,819.	46,819.	0.	0.
9 Other employee benefits	59,870.	54,601.	5,269.	0.
10 Payroll taxes	124,517.	124,517.	0.	0.
11 Fees for services (non-employees):				
a Management				
b Legal	15,250.	0.	15,250.	0.
c Accounting	12,500.	0.	12,500.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amt exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion	68,806.	0.	68,806.	0.
13 Office expenses	20,029.	13,333.	6,696.	0.
14 Information technology	38,498.	37,498.	1,000.	0.
15 Royalties				
16 Occupancy	691,645.	0.	691,645.	0.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	57,074.	57,074.	0.	0.
20 Interest	2,154.	0.	2,154.	0.
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	51,239.	29,503.	21,736.	0.
23 Insurance	32,553.	0.	32,553.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>School Lunch Program</u>	242,812.	242,812.	0.	0.
b <u>Equipment Rentals</u>	12,051.	12,051.	0.	0.
c <u>Contracted Services</u>	389,242.	277,943.	111,299.	0.
d <u>Pupil Transportation</u>	233,394.	0.	233,394.	0.
e All other expenses	477,301.	152,856.	324,445.	0.
25 Total functional expenses. Add lines 1 through 24e	3,778,162.	2,251,415.	1,526,747.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1	Cash — non-interest-bearing	147,879.	1	435,856.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	179,082.	4	158,497.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	7,800.	9	3,707.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 537,846.		
	b	Less: accumulated depreciation	10b 327,750.		
			251,876.	10c	210,096.
	11	Investments — publicly traded securities		11	
	12	Investments — other securities. See Part IV, line 11		12	
	13	Investments — program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
15	Other assets. See Part IV, line 11		15		
16	Total assets. Add lines 1 through 15 (must equal line 34)	586,637.	16	808,156.	
Liabilities	17	Accounts payable and accrued expenses	30,540.	17	45,862.
	18	Grants payable		18	
	19	Deferred revenue	19,286.	19	17,402.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	52,102.	23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	Total liabilities. Add lines 17 through 25	101,928.	26	63,264.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	284,935.	27	534,796.
	28	Temporarily restricted net assets	199,774.	28	210,096.
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	Total net assets or fund balances.	484,709.	33	744,892.	
34	Total liabilities and net assets/fund balances	586,637.	34	808,156.	

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI.

1	Total revenue (must equal Part VIII, column (A), line 12)	1	4,038,345.
2	Total expenses (must equal Part IX, column (A), line 25)	2	3,778,162.
3	Revenue less expenses. Subtract line 2 from line 1	3	260,183.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	484,709.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	744,892.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII.

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.			
2 a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2 b	Were the organization's financial statements audited by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:			
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2 c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?		X
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3 a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3 b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

BAA

Form 990 (2014)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public Inspection

Name of the organization

Northeast Raleigh Charter Academy

Employer identification number

56-2160665

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions – subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see Instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see Instructions)	(vi) Amount of other support (see Instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2014

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2013 Schedule A, Part II, line 14	15	%
16a 33-1/3% support test – 2014. If the organization did not check the box on line 13, and the line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 33-1/3% support test – 2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test – 2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test – 2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2010, (b) 2011, (c) 2012, (d) 2013, (e) 2014, (f) Total. Rows include: 1 Gifts, grants, contributions and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year; 7c Add lines 7a and 7b; 8 Public support (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2010, (b) 2011, (c) 2012, (d) 2013, (e) 2014, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on; 12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 13 Total support. (Add lines 9, 10c, 11 and 12.); 14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Row 15: Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f)) 15 %; Row 16: Public support percentage from 2013 Schedule A, Part III, line 15. 16 %

Section D. Computation of Investment Income Percentage

Table with 2 columns: Line number, Percentage. Row 17: Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f)) 17 %; Row 18: Investment income percentage from 2013 Schedule A, Part III, line 17 18 %; Row 19a: 33-1/3% support tests - 2014. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization; Row 19b: 33-1/3% support tests - 2013. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization; Row 20: Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2)		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If 'Yes,' answer (b) and (c) below		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If 'Yes,' describe in Part VI when and how the organization made the determination		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use		
4a Was any supported organization not organized in the United States ('foreign supported organization')? If 'Yes' and if you checked 11a or 11b in Part I, answer (b) and (c) below		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document)		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If 'Yes,' provide detail in Part VI		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If 'Yes,' complete Part I of Schedule L (Form 990)		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If 'Yes,' complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If 'Yes,' provide detail in Part VI		
b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If 'Yes,' provide detail in Part VI		
c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If 'Yes,' provide detail in Part VI		
10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If 'Yes,' answer (b) below		
b Did the organization, have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b A family member of a person described in (a) above?	11b	
c A 35% controlled entity of a person described in (a) or (b) above? <i>If 'Yes' to a, b, or c, provide detail in Part VI</i>	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year</i>	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization</i>	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s)</i>	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s)</i>	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard</i>	3	

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
- a The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities</i>	2a	
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement</i>	2b	

3 Parent of Supported Organizations. Answer (a) and (b) below.

a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI</i>	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If 'Yes,' describe in Part VI the role played by the organization in this regard</i>	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on November 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions).	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1 a	
b	Average monthly cash balances	1 b	
c	Fair market value of other non-exempt-use assets	1 c	
d	Total (add lines 1a, 1b, and 1c).	1 d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7 Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required).	
6	Other distributions (describe in Part VI). See instructions	
7	Total annual distributions. Add lines 1 through 6	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2014 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required – see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f			
4 Distributions for 2014 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4			
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
7 Excess distributions carryover to 2015. Add lines 3j and 4c			
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013			
e Excess from 2014			

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Schedule A (Form 990 or 990-EZ) 2014

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2014

Complete if the organization answered 'Yes' to Form 990, Part IV, lines 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

Employer identification number

Northeast Raleigh Charter Academy

56-2160665

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered 'Yes' to Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements. Complete if the organization answered 'Yes' to Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered 'Yes' to Form 990, Part IV, line 8.

Table with 2 columns: Revenue, Assets. Rows include: 1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items. b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included in Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X, 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items: a Revenue included in Form 990, Part VIII, line 1, b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange programs
- e Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1 c
d Additions during the year	1 d
e Distributions during the year	1 e
f Ending balance	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII.

Part V Endowment Funds. Complete if the organization answered 'Yes' to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
- b Permanent endowment %
- c Temporarily restricted endowment %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If 'Yes' to 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings				
c Leasehold improvements		161,032.	64,417.	96,615.
d Equipment		376,814.	263,333.	113,481.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 210,096.

Part VII Investments – Other Securities.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.) . . ▶		

Part VIII Investments – Program Related.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment type	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . . ▶		

Part IX Other Assets.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B), line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.) . . . ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	4,038,345.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2 a		
	b Donated services and use of facilities	2 b		
	c Recoveries of prior year grants	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d	2 e		
3	Subtract line 2e from line 1		3	4,038,345.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b	4 c		
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	4,038,345.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.		1	3,778,162.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2 a		
	b Prior year adjustments	2 b		
	c Other losses	2 c		
	d Other (Describe in Part XIII.)	2 d		
	e Add lines 2a through 2d	2 e		
3	Subtract line 2e from line 1		3	3,778,162.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4 a		
	b Other (Describe in Part XIII.)	4 b		
	c Add lines 4a and 4b	4 c		
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	3,778,162.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE E
(Form 990 or 990-EZ)

Schools

OMB No. 1545-0047

▶ Complete if the organization answered 'Yes' to Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.

▶ Attach to Form 990 or Form 990-EZ.

2014

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule E (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Name of the organization

Northeast Raleigh Charter Academy

Employer identification number

56-2160665

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	X	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	X	
3 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If 'Yes,' please describe. If 'No,' please explain. If you need more space, use Part II.	X	
<u>The policy is included in all print material, including any newspaper advertisements.</u>		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	X	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	X	
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	X	
d Copies of all material used by the organization or on its behalf to solicit contributions?	X	
If you answered 'No' to any of the above, please explain. If you need more space, use Part II.		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?		X
b Admissions policies?		X
c Employment of faculty or administrative staff?		X
d Scholarships or other financial assistance?		X
e Educational policies?		X
f Use of facilities?		X
g Athletic programs?		X
h Other extracurricular activities?		X
If you answered 'Yes' to any of the above, please explain. If you need more space, use Part II.		
6a Does the organization receive any financial aid or assistance from a governmental agency?	X	
b Has the organization's right to such aid ever been revoked or suspended?		X
If you answered 'Yes' to either line 6a or line 6b, explain on Part II.		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If 'No,' explain on Part II	X	

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information (see instructions).

Line 3 Explanation provided on page 1.
Line 6b Federal Grants as awarded annually.

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered 'Yes' to Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

OMB No. 1545-0047

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

- ▶ Attach to Form 990 or Form 990-EZ.
- ▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization: Northeast Raleigh Charter Academy Employer identification number: 56-2160665

Part I Fundraising Activities. Complete if the organization answered 'Yes' to Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a Mail solicitations
 - b Internet and email solicitations
 - c Phone solicitations
 - d In-person solicitations
 - e Solicitation of non-government grants
 - f Solicitation of government grants
 - g Special fundraising events
- 2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b If 'Yes,' list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total ▶						

- 3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.
-
-
-
-
-
-
-
-
-
-
-

Part II Fundraising Events. Complete if the organization answered 'Yes' to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		Vehicle Sales (event type)	(event type)	NONE (total number)	(add column (a) through column (c))
REVENUE	1	Gross receipts			
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2).			
DIRECT EXPENSES	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses			
	10	Direct expense summary. Add lines 4 through 9 in column (d)			
	11	Net income summary. Subtract line 10 from line 3, column (d)			

Part III Gaming. Complete if the organization answered 'Yes' to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/Instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming
					(add column (a) through column (c))
REVENUE	1	Gross revenue			
	2	Cash prizes			
EXPENSES	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	Yes _____ % No	Yes _____ % No	Yes _____ % No
	7	Direct expense summary. Add lines 2 through 5 in column (d)			
	8	Net gaming income summary. Subtract line 7 from line 1, column (d)			

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If 'No,' explain: _____

10 a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No

b If 'Yes,' explain: _____

11 Does the organization operate gaming activities with nonmembers? Yes No

12 Is the organization a grantor, beneficiary or trustee of a trust or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13 a	%
b An outside facility	13 b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

15a Does the organization have a contact with a third party from whom the organization receives gaming revenue? Yes No

b If 'Yes,' enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____

c If 'Yes,' enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

17 Mandatory distributions

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? _____ Yes No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v), and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information (see instructions).

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is
at www.irs.gov/form990.

OMB No. 1545-0047

2014

**Open to Public
Inspection**

Name of the organization

Northeast Raleigh Charter Academy

Employer identification number

56-2160665

Pt VI, Line 2 Board chair and board member are married.
Pt VI, Line 11b The Executive Director and Board review prior to filing.
Pt VI, Line 12c Board members sign Conflict of Interest annually.
Pt VI, Line 15a Compared to other charter schools and if budget can work.
Pt VI, Line 15b Compared to other charter schools and if budget can work.

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2014, or fiscal year beginning Jul 1, 2014, and ending Jun 30, 2015.

▶ Do not send to the IRS. Keep for your records.

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

2014

Department of the Treasury
Internal Revenue Service

Name of exempt organization

Northeast Raleigh Charter Academy

Employer identification number

56-2160665

Name and title of officer

Pam Banks-Lee Board Chair

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1 a Form 990 check here . . . ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1 b	<u>4,038,345.</u>
2 a Form 990-EZ check here . . . ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2 b	
3 a Form 1120-POL check here . . . ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3 b	
4 a Form 990-PF check here . . . ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4 b	
5 a Form 8868 check here . . . ▶ <input type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5 b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Darrell L. Keller ERO firm name to enter my PIN 12345 as my signature
Enter five numbers, but do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Pamela Banks-Lee

Date ▶ 09/15/2015

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN

69202033401
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

Date ▶ 08/15/2015

**ERO Must Retain This Form – See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8879-EO (2014)

Schedule O (Form 990 or 990-EZ), Supplemental Information to Form 990 or 990-EZ
Form 990, Page 10, Line 24e All Other Expenses (continued)

Description	(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
Repairs & Maint.	201,821.	0.	201,821.	0.
Field Trips	12,630.	12,630.	0.	0.
Other	10,825.	7,217.	3,608.	0.
Telecommunications	24,298.	24,298.	0.	0.
Bus Fuel	69,894.	0.	69,894.	0.
Supplies and Materials	157,833.	108,711.	49,122.	0.

Appendix O-1

Selected Bibliography: Arts and Achievement

Barry, N.H. (2010). Oklahoma A+ Schools: What the Research Tells Us 2002-2007, Volume 3: Quantitative Measures (PDF)

Burnafor, G., & Scripp, L. (2012). Partnerships in Arts Integration Research (PAIR): Final Reports. Chicago Arts Partnerships in Education (CAPE).

Catterall, James S. (2002), "The Arts and the Transfer of Learning."

Catterall, J.S., Dumais, S.A., and Hampden-Thompson, G. (2012). The Arts and Achievement in At-Risk Youth: Findings from Four Longitudinal Studies, Research Report #55 (PDF).

Chand O'Neal, I. (2014). Selected Findings from the John F. Kennedy Center's Arts in Education Research Study: An Impact Evaluation of Arts-Integrated Instruction through the Changing Education through the Arts (CETA) Program. Washington, DC:

Deasy, Richard J. (editor) (2002), Critical Links: Learning in the Arts and Student Achievement and Social Development, Washington, DC: AEP.

Herbert, Douglas (2004), "Finding the Will and the Way To Make the Arts a Core Subject: Thirty Years of Mixed Progress," The State Education Standard, Vol. 4, Number 4, Washington, DC: National Association of State Boards of Education.

Menzer, M. (2015). The Arts in Early Childhood: Social and Emotional Benefits of Arts Participation. Washington, D.C.: National Endowment for the Arts.

Murfee, Elizabeth (1995), Eloquent Evidence: Arts at the Core of Learning, Washington DC: National Assembly of State Arts Agencies.

Oreck, B.A. (2004). Enhancing Self-Regulatory Behaviors in the Classroom Through Arts-Infused Curriculum (PDF).

Rinne, G., L. Gregory, J, J. Yarmolinaskaya, and M. Hardiman (2011) Why arts integration improves long-term retention of content, Mind, Brain and Education, vol. 5, 2.

Ruppert, Sandra S, (2006) Critical Evidence: How the Arts Benefit Student Achievement, National Assembly of State Arts Agencies

Smithrim, K., and Upitis, R. (2005). Learning through the Arts: Lessons of Engagement (PDF). *Canadian Journal of Education*, 28(1 and 2), 109-127. |

Vega, Venessa (2015) Integrated Studies Research Review: Evidenced based practices and programs. eutopia.org

Appendix O-2

Selected Bibliography on Second Language Learning

- Abbott, Martha G., T. Sullivan Caccavale, and K. Stewart, (2007) Cognitive Benefits of Learning Languages. Duke Talent Identification Program.
- Armstrong, P. W. and J. D. Rogers. (1997). Basic Skills Revisited: The Effects of Foreign Language Instruction on Reading, Math and Language Arts. Learning Languages, Spring, 20-31.
- Bergstrom, K., M. Klatte, C. Steinbrink, and T. Lachmann (2016) First and Second Language Acquisition in German Children Attending a Kindergarten Immersion Program: A Combined Longitudinal and Cross-Sectional Study. Language Learning: A Journal of Research in Language Learning. Vol. 66, 2
- Cooper, T. C. (1987). Foreign Language Study and SAT-Verbal Scores. The Modern Language Journal, 71/4, 381-387.
- Curtain, H. (1990). Foreign Language Learning: An Early Start. ERIC Clearinghouse on Languages and Linguistics, Center for Applied Linguistics, (Document No. EDO-FL-90-12).
- Curtain, H. and C. A. B. Pesola. (1994) Languages and Children: Making the Match: Foreign Language Instruction for An Early Start Grades K-8. White Plains, NY: Longman
- Curtain, H, Carol Ann Dahlberg (2004) Languages and Children: Making the Match. White Plains NY: Longman.
- Curtain, H, Carol Ann Dahlberg (2015) Languages and Learners: World Language Instruction in K-8 classrooms and beyond. White Plains, NY:: Longman
- Dumas, L. S. (1999). Learning a Second Language: Exposing Your Child to a New World of Words Boosts Her Brainpower, Vocabulary, and Self-Esteem. Child, February, 72, 74, 76-77.
- Garfinkel, A. and K. E. Tabor. (1991). Elementary School Foreign Languages and English Reading Achievement: A New View of the Relationship. Foreign Language Annals, 24/5, 375-382.
- Genesee, F. and N. Cloud. (1998). Multilingualism is Basic. Educational Leadership, March, 62-65.
- Language Learning and the Developing Brain. (1996) Learning Languages, 1/2, 17. Research Notes. Reprinted by the Center for Applied Linguistics on: <www.cal.org>.
- Met, M. (1991). Foreign Language: On Starting Early. Educational Leadership, September .
- Met, M., ed. (1998) Critical Issues in Early Second Language Learning. White Plains, NY: Longman.
- Samuels, D. D. and R. J. Griffore (1979). The Plattsburgh French Language Immersion Program: Its Influence on Intelligence and Self-esteem. Language Learning, 29/1, 45-52.
- Selling, JoeyLynn, (2011) The Social and Academic Benefits of second language learning at the elementary level, November, 2011
- Shin, Joan Kang (2007) Developing dynamic units for EFL, English Teaching Forum, 2
- Torres, I. (1998) Report on Current Practice. In Met, M., ed. Critical Issues in Early Second Language Learning. White Plains, NY: Longman.
- Ye n - C h e n g T s e n g, (2014) Effects of Early Exposure to a Second Language on Its Proficiency at Later Age. Journal of Modern Education Review, June 2014, Volume 4, No. 6, pp. 418-426

Appendix O-3: Critical Thinking and STEM Overview

Critical Thinking

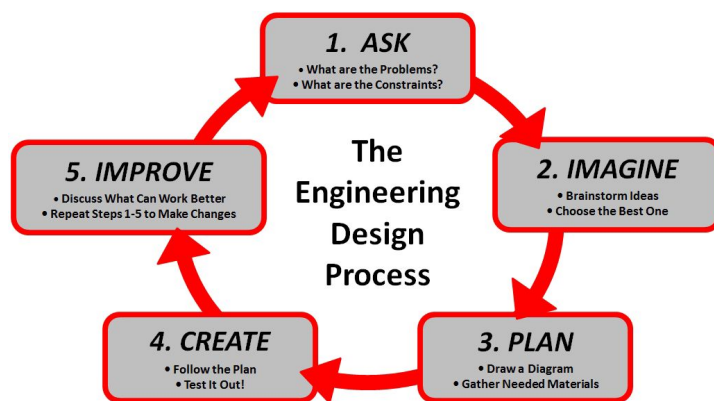
A core component of the mission of Essie’s School is to foster critical and creative thinking skills. Although critical thinking skills will be integrated into all subjects, explicit instruction in critical thinking skills will take place mostly during the science and STEM coursework as explained in the Education Plan. Processing, synthesizing, and ultimately mastering science content involves the use of critical thinking skills. Explicit instruction of these skills, including practicing them in and outside of the science content as well as using reflective metacognitive processes, is a critical component for a curriculum with the ultimate goal of developing students’ reasoning, analysis, and decision making capabilities. Best practices, including developmentally appropriate sequences of skills, can be found in Dimensions of Learning (Marzano, 1988). By strategically pairing critical thinking skills with appropriate science content, students can develop the ways they think about things in addition to learning specific content knowledge. A sample scope and sequence for critical thinking skills to be explicitly taught and emphasized is below:

Grades K-2	Grades 3-5	Grades 6-8
<ul style="list-style-type: none"> ● Sequencing ● Compare/Contrast ● Classify/Categorize ● Error Analysis 	<ul style="list-style-type: none"> ● Compare/Contrast ● Classify/Categorize ● Error Analysis ● Inductive Reasoning ● Constructing Support 	<ul style="list-style-type: none"> ● Error Analysis ● Inductive Reasoning ● Constructing Support ● Analyzing Perspectives ● Deductive Reasoning ● Abstracting

STEM

STEM instructional experiences will focus on the application of integrated content. The content used for instructional purposes will be drawn from the North Carolina Essential Standards for Science, and there will be a focus on literacy so that students can develop the skills for Reading Informational Text as described in the Common Core State Standards.

After students acquire a foundational layer of knowledge, they will participate in STEM activities that are based on the principles of the scientific method or the engineering design process (Source: Engineering is Elementary, Boston Museum of Science). Students will be actively engaged in increasingly complex projects that will require students to apply their knowledge of STEM in real-life scenarios and problem solving situations. STEM units will also introduce students to related careers in STEM fields. Famous historical scientists will be studied with a focus on African-American and female STEM professionals.



Appendix O-4: Virtual Learning

Middle School Virtual Learning Program

Most of the virtual learning experience would be facilitated for students by an Instructional Assistant. Students in Math I and Spanish I would also receive additional on-site instruction as a supplement to the online coursework. Partnerships with local colleges will provide math tutors and mentors for students in the Math I program as well.

NCVPS Getting Started for Schools Guide: <https://ncvps.org/getting-started-for-schools>

NCVPS Middle School Courses

Our middle school courses are designed for middle school students, have the appropriate rigor for middle-grade students, and are taught by North Carolina certified, highly qualified middle-school teachers.

Middle School Points of Interest

- Classes are 45 minutes in length.
- All courses middle school courses are electives.
- Courses are accommodating to students with varied experience and ability levels.
- Courses provide relevance for middle school students.
- The courses have a strong focus on the universal design for learning (UDL) principles and provide multiple ways to view content and assess students. The courses are not lectures and tests!
- The “Getting Started Unit” is badge based and focused on middle school students

Middle School Courses

- Creative Writing
- Middle School Success 101 **Required for all 7th grade students at Essie’s School*
- Visual Arts
- Photography

Middle School Success 101 Course Description

This course introduces middle school students to online learning and teaches them skills necessary to be successful during their secondary and postsecondary educational career. Emphasis is placed on the acquisition of study skills, time management skills, procedures for Internet use, researching and applying for jobs. In addition, students explore everyday living expenses through real-life applications and researching career, high school and postsecondary opportunities. The uses of technology to prepare and present information, conduct research, develop media skills, and apply problem-solving strategies in the academic disciplines are included.

High School Courses for Middle School Students

There are a variety of courses that will be available for 8th grade students to take for high school credit. This includes Math 1, a variety of languages, and several electives.

Appendix O-5

Selected Bibliography on Culturally Relevant Classrooms

Aceves, T. C., & Orosco, M. J. (2014). Culturally responsive teaching (Document No. IC-2). Retrieved from University of Florida, Collaboration for Effective Educator, Development, Accountability, and Reform Center website:

<http://ceedar.education.ufl.edu/tools/innovation-configurations/>.

Cartledge, G. & Kourea, L. (2008) Culturally responsive classrooms for culturally diverse students with and at risk for disabilities. *Exceptional Children*, 74, 351-371.

Delpit, L. (1995). *Other people's children*. New York: New Press.

Gay, G. (2000). *Culturally Responsive Teaching: Theory, Practice, & Research*. New York: Teachers College Press.

Harris-Murri, N., King, K., Rostenberg, D. (2006). Reducing disproportionate minority representation in Special Education programs for students with emotional disturbances: Toward a culturally responsive response to intervention model. *Education & Treatment of Children*, 29, 4, 779-799.

Ladson-Billings, G. (1994). *The dreamkeepers: Successful teachers of African merican children*. San Francisco: Jossey-Bass.

Ladson-Billings, G. (1995). Toward a theory of culturally relevant pedagogy. *American Educational Research Journal*, 32(3), 465-491.

Ladson-Billings, G. (2009). *The dreamkeepers: Successful teachers of African American children*. San Francisco: Jossey-Bass.

Lee, C. D. (2007). *Culture, literacy, and learning: Taking bloom in the midst of the whirl Wind* New York: Teachers College Press.

Utley, C. A., Kozleski, E. B., Smith, A., Draper, I. (2002). Positive behavioral support: A proactive strategy for minimizing discipline and behavior problems in urban, Multicultural youth. *Journal of Positive Behavior Supports*, 4, 196-207

Appendix O-6: Assessment Calendar

Month	Dates	Task
August	28-30	○ Beginning of Year Benchmark Assessments
September	5 1-22 21	○ Grade 3 BOG ○ Reading 3D BOY Assessment ○ Data Analysis & Action Planning w/ teachers
October	9-11 15-17 19 22-24 29-31	○ Reading 3D Progress Monitor RED Students ○ Common Assessments ○ Data Analysis & Action Planning w/ teachers ○ Reading 3D Progress Monitor YELLOW Students ○ Reading 3D Progress Monitor GREEN/BLUE Students
November	5-8 9 13-16 27-30	○ Reading 3D Progress Monitor RED Students ○ Data Analysis & Action Planning w/ teachers ○ Reading 3D Progress Monitor YELLOW Students ○ Reading 3D Progress Monitor RED Students
December	3-7 10-12 14	○ Reading 3D Progress Monitor YELLOW Students ○ Common Assessments ○ Reading 3D Progress Monitor GREEN/BLUE Students ○ Data Analysis & Action Planning w/ teachers
January	7-25 18	○ Reading 3D MOY Assessment ○ Data Analysis & Action Planning w/ teachers
February	4-8 11-13 15 19-22 25-28	○ Reading 3D Progress Monitor RED Students ○ Common Assessments ○ Data Analysis & Action Planning w/ teachers ○ Reading 3D Progress Monitor YELLOW Students ○ Reading 3D Progress Monitor RED Students
March	4-8 15 11-15 18-22 25-29	○ Reading 3D Progress Monitor GREEN/BLUE Students ○ Data Analysis & Action Planning w/ teachers ○ Reading 3D Progress Monitor RED Students ○ Reading 3D Progress Monitor YELLOW Students ○ Reading 3D Progress Monitor RED Students
April	1-3 5 8-12 15-18	○ Common Assessments ○ Data Analysis & Action Planning w/ teachers ○ Reading 3D Progress Monitor RED Students ○ Reading 3D Progress Monitor YELLOW Students
May	1-24 13-15 17	○ Reading 3D EOY Assessment ○ Common Assessments ○ Data Analysis & Action Planning w/ teachers
June	11-14 17-20	○ EOG TESTING ○ EOG/RTA Re-Testing

Appendix O-7: Essie's School Board of Directors Professional Development Timeline

The Board of Directors of Essie's School is committed to operating within a culture of continuous development and improvement in their roles as leaders of the school. Below is an outline of the professional development calendar the Board has committed to participate in, in order to be prepared to oversee a successful school opening and continued operation of the school. This includes sessions facilitated by NCDPI, as well as excellent school visits, regular community outreach, and two book studies.

Phase 1: Build a School (Aug-Dec 2016)

Organize Board of Directors
Complete Charter School Application

Host Community Conversations
Community Power Mapping
1-on-1 Meetings with Community Organizations

Phase 2: Build a Village (Jan-Aug 2017)

CSAB Interview and Approval
Racial Equity Institute Training

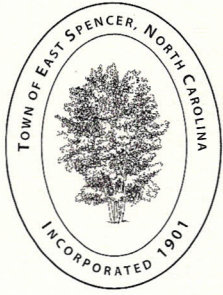
Conduct Monthly Excellent School Visits
Community Organizing Meeting
Summer Book Study: Whatever It Takes, Paul Tough

Phase 3: Ready to Open (Sept 2017- Aug 2018)

NC Board of Education Approval
NCDPI Planning Sessions

Conduct Monthly Excellent School Visits
Staffing and Facility/Resource Preparation
Summer Book Study: Leverage Leadership, Bambrick-Santoyo

Aug 6- First Day for Full Staff
Aug 27- First Day of School for Students



TOWN OF EAST SPENCER

"Home of Heritage & Promise"

Possible Resolution text for Rehabilitation of former East Spencer School/Central Office site

WHEREAS, the Town of East Spencer prides itself on being the "Home of Heritage and Promise"; and

WHEREAS, in keeping with our heritage, the East Spencer Board of Aldermen wish to preserve our Town's heritage by supporting the preservation of our rich history, including the rehabilitation of our beautiful historic buildings; and

WHEREAS, the former Central Office located at 110 S. Long Street has long been a community asset, first as a school, and more recently as a centralized office location for the Rowan-Salisbury School system; and

WHEREAS, said Central Office has recently been vacated, and is at risk of becoming a liability instead of an asset, if not properly rehabilitated and adapted for re-use; and

WHEREAS, the East Spencer Board of Aldermen does not want to lose this beautiful historic structure in the heart of our Town to demolition; and

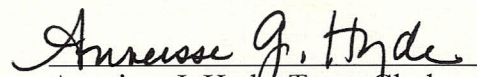
WHEREAS, the East Spencer Board of Aldermen does not desire to show favoritism or bias toward any specific entities, groups, or individuals who have the dream of acquiring and rehabilitating the former Central Office property.

THEREFORE BE IT RESOLVED that the East Spencer Board of Aldermen supports the rehabilitation and abatement of any hazardous materials on the property at 110 S. Long Street, by any entities who acquire the financial means to affect the orderly and lawful rehabilitation of said property in accordance with the Town's zoning ordinances as well as all applicable State and Federal laws that govern such rehabilitation and use of said property.

This the 5th day of September, 2016.


The Honorable Barbara A. Mallett, Mayor

Attested:


Anneissa J. Hyde, Town Clerk

PLDG

Paul L Dunbar Group

120 East Innes Street, Salisbury, North Carolina 28144

To: Josh Wagner/Chairman
Rowan-Salisbury School System Board
From: Whitney Peckman/ Vice Chair
Paul L. Dunbar Group
Date: September 12, 2016
Re: Letter of Request to Lease Vacant School Facility

Dear Mr. Wagner and RSSS Board,

As you have been made aware through meetings and presentations to your Board, and via public notice in the Salisbury Post, the Essie Mae Kiser Foxx Charter School organization intends to submit an application to become a charter school operator, under the auspices of the North Carolina Department of Education.

The Paul L. Dunbar Group, which has offered to purchase the vacant RSSS facility and property located at 110 North Long Street, in East Spencer, supports the development of a neighborhood school in East Spencer, and hereby makes a formal request to lease the vacant school property and land at the above-listed location to support this endeavor. It is our intention to acquire the facility via lease, and to up-fit the facility to support the operations of the Essie Mae Kiser Foxx Charter School.

Attached is a resolution from the town of East Spencer supporting such an endeavor.

The PLDG, through this “Letter of Request to Lease” the vacant school property, desires to communicate to you our request pursuant to North Carolina General Statutes governing “Charter School Facilities” 115C-218.35. Sections (a), (b), (c), and (d).

Please communicate our desires to your organization and let us know what might be the next steps toward securing the lease agreement with your organization. I request that you kindly reply at your earliest convenience and/or call me to schedule a meeting. Feel free to contact me at 704.754.6771.

Thanking you.

Sincerely,

Whitney Peckman, Vice-Chairperson

cc: Kenneth [Fox] Muhammad El, Chairman

Rev. Ruby Steele, Treasurer

Rev. Patrick Tate

Sophia Copeland

Dr. Nan Lund, Secretary

William Coleman

Eric Sturdivant

PLDG
Paul L Dunbar Group
120 East Innes Street, Salisbury, North Carolina 28144
704.754.6771

To: Reverend John Jones/Chairman
Guiding Light Missionary Community Center

From: Whitney Peckman/Vice Chairperson
Paul L. Dunbar Group

Date: September 12, 2016

Re: Letter of Intent to Lease/Rent

Dear Reverend Jones and Board of Directors:

I am writing to you in reference to our telephone conversations and the meeting that was facilitated for members of the PLDG to view the property on Boundary Street in East Spencer. After some discussion and follow-up meetings, our Board of Directors has indicated a desire to enter into a lease agreement of the property with you and your organization, provided the terms of the lease can be mutually agreed upon. It is still our desire to purchase the property as soon as it is possible. However, we are committed to a lease agreement for an initial three (3) year period. Through this non-binding letter of intent, we wish to express our interest to lease out the property for the commercial purposes of establishing a community development program, including the Essie Mae Kiser Foxx Charter School.

This letter of intent is to communicate that we are agreeable to meet to further the terms of the lease, and to obtain a firm and mutual understanding of the lease agreement. This letter of intent is non-binding, and provides a foundation for both parties to begin serious discussion about the lease and development of the property. Please communicate our desires to your organization and let us know what might be the next steps toward securing the lease agreement with your organization. I request you to kindly reply at your earliest convenience and/or call me to schedule a meeting. Feel free to contact me at 704.754.6771.

Thanking you.

Sincerely,

Whitney Peckman, Vice-Chairperson

cc: Kenneth [Fox] Muhammad El, Chairman

Dr. Nan Lund, Secretary

Rev. Ruby Steele, Treasurer

William Coleman

Rev. Patrick Tate

Eric Sturdivant

Appendix V:

Charter School Required Signature Certification

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

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

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

- Name of the Selected Board Attorney: Stephon J Bowers, Bowers Law Group, PLLC
- Date of Review: 9/18/16
- Signature of Board Members Present (Add Signature Lines as Needed):

- Whitney Beckman
- [Signature]
- [Signature]
- Norma Brooks
- Gaby A Steele
- James F. Wallace
- [Signature]
- _____
- _____

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

- Name of the Selected Board Auditor: Darrell L. Keller, CPA, PA
- Date of Review: 9/18/16
- Signature of Board Members Present (Add Signature Lines as Needed):

- Whitney Beckman
- [Signature]
- [Signature]
- Norma Brooks
- Gaby A Steele
- James F. Wallace
- [Signature]
- _____
- _____

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

○ Name of the Contact for Selected EMO/CMO: Torchlight Academy Schools LLC

○ Date of Review: Sept 15, 2016

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

▪ Whitney Dechance
▪ Mary [unclear]
▪ Paul [unclear]
▪ Norma Brooks
▪ Ruby A. Steele
▪ Tina F. Wallace
▪ [unclear]

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

○ Name of the Contact: Torchlight Academy Schools, LLC

○ Name of the Selected Financial Service Provider: _____

○ Date of Review: Sept 15, 2016

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

▪ Whitney Dechance
▪ Mary [unclear]
▪ Paul [unclear]
▪ Norma Brooks
▪ Ruby A. Steele
▪ Tina F. Wallace
▪ [unclear]

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

○ Name of the Contact: _____

○ Name of the Selected PowerSchool Service Provider: Torchlight Academy Schools

○ Date of Review: Sept 15, 2016

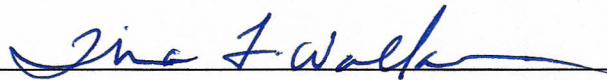
○ Signature of Board Members Present (Add Signature Lines as Needed):

▪ Whitney Dechance
▪ Mary [unclear]
▪ Paul [unclear]
▪ Norma Brooks
▪ Ruby A. Steele
▪ Tina F. Wallace
▪ [unclear]

Certification

I, Tina F. Wallace, 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

9/18/16
Date

1. Limit of Use of Property and Funds to Purposes of the Corporation. No funds or property of the Corporation shall be devoted to or expended for any purpose or objective not stated in Article II, but all the Corporation's funds and properties shall at all times be used exclusively for said corporate purposes. In no event shall any of the funds or property of the Corporation be used for personal benefit, by way of compensation, directly or indirectly, of these directors, with the exception of the Officers, who may be paid a salary set by the directors for services actually rendered.

2. Waiver of Notice. Whenever any notice is required to be given to any director or other person under the provisions of these Bylaws, the Articles of Incorporation, or any applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3. Amendments. These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the Directors in office, if at least ten (10) day written notice is given of the intention to take such action at such meeting

The undersigned Directors certify the foregoing bylaws have been adopted as Bylaws of the corporation in accordance with the requirements of the Corporation Law.

Dated

Sept. 16, 2014

Lawrence Boland

Norma Brooks

DeCarlo Duling

Nancy Lund

Whitney Peckman

Ruby Steele

Tina Wallace

- i. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.
- j. Time of Essence. The Parties understand and agree that time is of the essence in performing their perspective responsibilities under this Agreement.

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

TAS:

Torchlight Academy Schools LLC
A North Carolina corporation

By: Don McGreen

Its: _____

SCHOOL: Essie Mae Kiser Foxx Charter School, Inc.

By: Jim F. Walker

Its: Board President