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DATE: August 31, 2018

TO: Office of Charter Schools

FROM: American Charter Development, LLC

SUBJECT: Robert J. Brown Leadership Academy

To Whom It May Concern:

This is to confirm that we have the Brentwood property under contract for purchase and renovation of the property for the fall of 2019 for The Children's Legacy.

Sincerely,

A handwritten signature in black ink, appearing to be "MM", written over a horizontal line.

Mike Morley
Manager

MM/tm

Educational Need

The target student population resides in the area next to Brentwood School, which is the facility that will be renovated for the Robert J. Brown Academy. The population in this area is primarily low-income residents with poverty rates ranging from 36.23% to 56.53%. Although this area was once a thriving community, it has changed over the years into a violent, crime ridden zone that offers little hope and no possibility of escape for the next generation of students.

Once a working-class community of single-family homes, the targeted geographic area has deteriorated. Many of the residents are impoverished, renting homes and have low educational attainment levels. The need for a charter school is evident from a community survey that was distributed to determine what parents/guardians wanted for their children and what they would support. Over 90% of the parents/guardians' responses (50 surveys) indicated that they would send their children to RJBLA and that they would also be willing to volunteer with sports, club activities, tutoring, and cultural programs (RBJLA, 2016).

Sample Survey Robert J. Brown Academy Parent/Guardian/Community Survey: Charter School Data Collection Questionnaire

The Robert J. Brown Academy, has a mission to be a catalyst for children and families who are at risk academically, socially, and economically by nurturing them to be college-ready and career ready 21st Century Leaders. We are currently preparing an application for the Robert J. Brown Academy which, if approved by North Carolina's Office of Charter Schools, will be located at 1400 Brentwood Street in High Point, NC. Your input is important to helping us understand what the community thinks about having a Charter School in the 27260 ZIP Code. Thank you for your participation. The information you provide will be kept strictly confidential.

1. What kinds of programs would you include at the Robert J. Brown Academy (check all that apply)?

Academic Enrichment
Arts and Music
Conflict Resolution
Family Life/Personal Skill
Literacy
Recreation/Sports
Violence Prevention Programs
Tutoring/Remedial Education
Cultural Programs
Before and After School Programs
Foreign Language Programs
Mentoring
Substance Abuse and/or
Community Service

Other: Please list _____

2. If the Robert J. Brown Academy were located close to your home, would you send your child(children) to the school? Yes____ No____

3. Would you support the Robert J. Brown Leadership Academy Charter School? Yes _____
or No____. If yes, please tell us how you will support the Charter School?

Thank you for your support.

APPENDIX B

Our sample curriculum will focus on K-6th Grade Reading Instruction, Standards and Skills. We will utilize and supplement these programs with additional instructional methods (as described below) reflecting innovative teaching practices and strategies to grow and nurture students. We recognize that every student can learn, but also that students learn differently. Because of our smaller classroom size, our teachers and staff will be well equipped to adapt to a child's way of learning. At the beginning of the school year, each student will be assessed for his/her particular learning style - Visual, Auditory, or Tactile - using nationally recognized Learning Styles Inventories such as Education Planner (<http://www.educationplanner.org/students/self-assessments/learning-styles.shtml>)

We will follow the NC Curricular Standards for K-6th Grade Reading.

College and Career Readiness Anchor Standards for Reading

The standards on the following pages define what students should understand and be able to do by the end of each grade. They correspond to the College and Career Readiness (CCR) anchor standards below by number. The CCR and grade-specific standards are necessary complements – the former providing broad standards, the latter providing additional specificity – that together define the skills and understandings that all students must demonstrate.

Kindergarten Grade-Specific Standards for Reading

Key Ideas and Details

1. With prompting and support, ask and answer questions about key details in a text.
2. With prompting and support, retell familiar stories, including key details.
3. With prompting and support, identify characters, settings, and major events in a story.



Craft and Structure

4. Recognize common types of texts (e.g., storybooks, poems).
5. With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.

Integration of Knowledge and Ideas

6. With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts).
7. (Not applicable to literature)
8. With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.

Range of Reading and Level of Text Complexity

9. Actively engage in group reading activities with purpose and understanding.

First Grade-Specific Standards for Reading

Key Ideas and Details:

1. Ask and answer questions about key details in a text.
2. Retell stories, including key details, and demonstrate understanding of their central message or lesson.
3. Describe characters, settings, and major events in a story, using key details.

Craft and Structure:

4. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses.
5. Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.
6. Identify who is telling the story at various points in a text.

Integration of Knowledge and Ideas:

7. Use illustrations and details in a story to describe its characters, setting, or events.
8. Compare the adventures and experiences of characters in stories.

Range of Reading and Level of Text Complexity:

10. With prompting and support, read prose and poetry of appropriate complexity for grade

Second Grade-Specific Standards for Reading

Key Ideas and Details:

1. Ask and answer such questions as *who, what, where, when, why, and how* to demonstrate understanding of key details in a text.
2. Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral.
3. Describe how characters in a story respond to major events and challenges.

Craft and Structure:

4. Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song.
5. Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action.
6. Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud.

Integration of Knowledge and Ideas:

7. Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.
8. Compare two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures.

Third Grade-Specific Standards for Reading

Key Ideas and Details

1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers.
 2. Recount stories, including fables, folktales, and myths from
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diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text.

3. Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.

Craft and Structure

4. Determine the meaning of words and phrases as they are used in a text, distinguishing literal from non-literal language.
5. Refer to parts of stories, dramas, and poems when writing or speaking about a text, using terms such as *chapter*, *scene*, and *stanza*; describe how each successive part builds on earlier sections.
6. Distinguish their own point of view from that of the narrator or those of the characters.

Integration of Knowledge and Ideas

7. Explain how specific aspects of a text's illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting).
8. (Not applicable to literature)
9. Compare the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series).

Range of Reading and Level of Text Complexity

10. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 2–3 text complexity band independently and proficiently.

Fourth Grade-Specific Standards for Reading

Key Ideas and Details

1. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.
2. Determine a theme of a story, drama, or poem from details in the text; summarize the text.
3. Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).

Craft and Structure

4. Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., *Herculean*).
5. Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, settings, descriptions, dialogue, stage directions) when writing or speaking about a text.
6. Compare the point of view from which different stories are narrated, including the difference between first- and third-person narrations.

Integration of Knowledge and Ideas

7. Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text. (Not applicable to literature)
8. Compare the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.

Range of Reading and Level of Text Complexity

9. By the end of the year, read & comprehend literature, including stories, dramas, & poetry, in the grades 4–5 text complexity band proficiently, with scaffolding.

Fifth Grade-Specific Standards for Reading

Key Ideas and Details

1. Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
2. Determine a theme of a story, drama, or poem from details in the text, including how characters in a story or drama respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text.

Craft and Structure

3. Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., *Herculean*).
4. Compare and contrast the point of view from which Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, settings, descriptions, dialogue, stage directions) when writing or speaking about a text.
5. different stories are narrated, including the difference between first- and third-person narrations.

Integration of Knowledge and Ideas

6. Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text.
7. (Not applicable to literature)
8. Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.

Range of Reading and Level of Text Complexity

9. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range.

Sixth Grade-Specific Reading Standards

Key Ideas and Details

1. Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.
2. Determine a theme or central idea of a text and how it is conveyed through details; provide a summary of the text distinct from personal opinions or judgments.
3. Describe how a story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.

Craft and Structure:

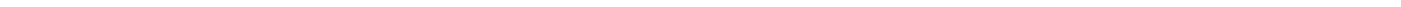
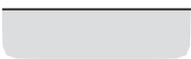
4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone
5. Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.
6. Explain how an author develops the point of view of the narrator or speaker in a text.

Integration of Knowledge and Ideas:

7. Compare the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they "see" and "hear" when reading the text to what they perceive when they listen or watch.
8. Compare texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.

Range of Reading and Level of Text Complexity:

9. By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range



Robert J. Brown Leadership Academy 2019/2020 Calendar

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
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25	26	27	28	29	30	31

September						
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29	30					

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27	28	29	30	31		

November						
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24	25	26	27	28	29	30

December						
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29	30	31				

January						
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February						
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March						
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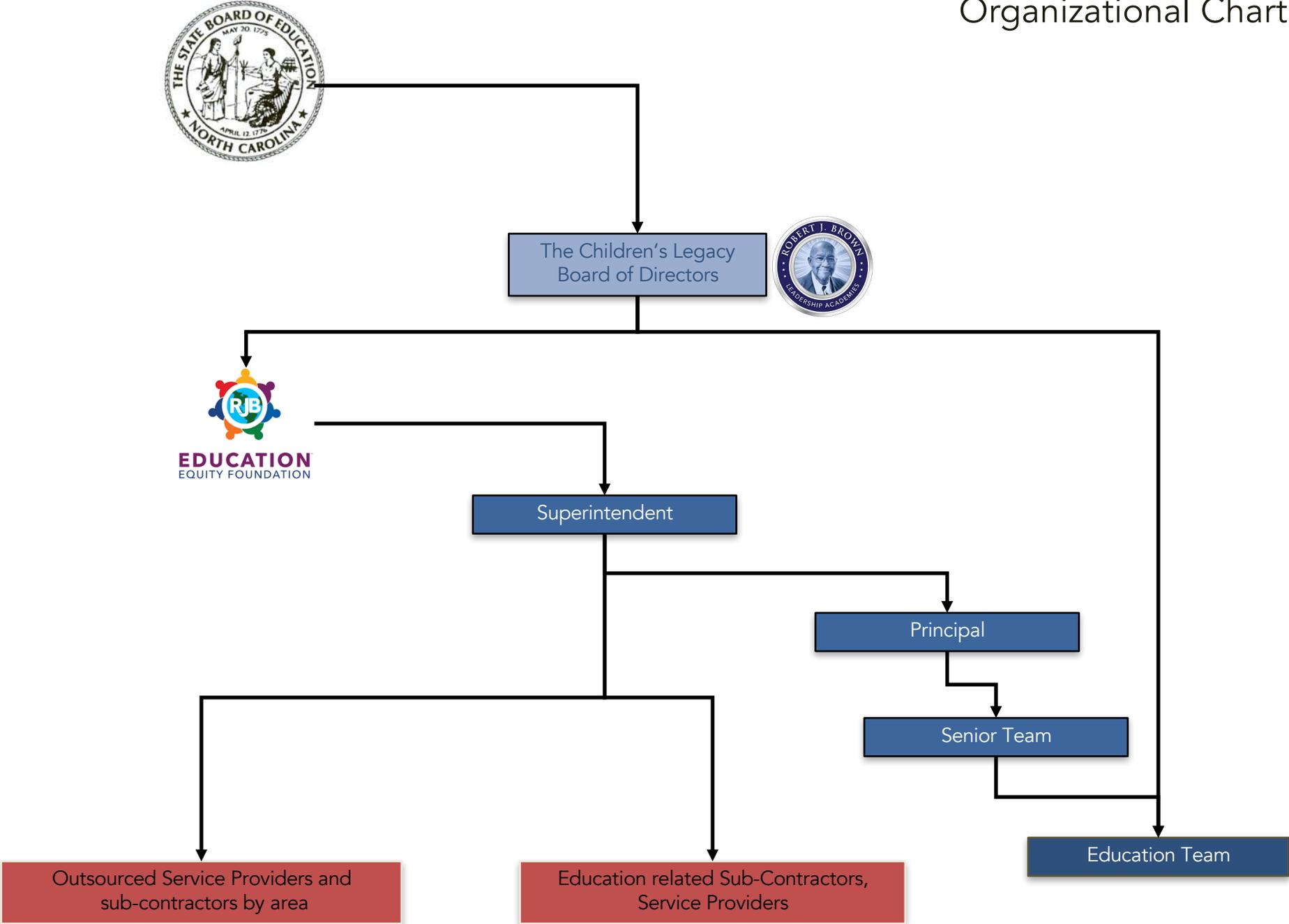
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26	27	28	29	30		

May						
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24	25	26	27	28	29	30
31						

June						
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21	22	23	24	25	26	27
28	29	30				

-  Student days
-  Holidays
-  Interim reports due
-  Optional day
-  Required workday
-  Parent-teacher conference
-  Annual leave day
-  Early release day (students)
-  Start of Semester
-  Report cards
-  Required work day (all staff)

Organizational Chart



**BYLAWS
OF
CHILDREN'S LEGACY, INC.
A NON-PROFIT CORPORATION**

ARTICLE I

SECTION 1. **NAME.** The name of the organization shall be Children's Legacy, Inc.

SECTION 2. **OFFICE.** The principal office shall be 808 Greensboro Road, High Point, North Carolina 27260.

**ARTICLE II
PURPOSES**

SECTION 1. **PURPOSES.** The purposes for which the corporation is organized are:

- (a) To operate a public charter school in the State of North Carolina pursuant to N.C. Gen. Stat. § 115C-238.29A et seq.
- (b) To enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any one or more of the nonprofit purposes of the corporation.
- (c) In order to properly prosecute the objects and purposes hereinabove stated, this corporation shall have the full power and authority to receive gifts, devises, and bequests of real, personal and mixed property.
- (d) To do any and all things necessary in order to realize the purposes herein set forth, which are exclusively religious, charitable, scientific, literary and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provisions of these articles, this organization will not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law.

**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. **GENERAL POWERS.** Except as otherwise provided in the Articles of Incorporation or in these Bylaws, all the corporate powers shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may by general resolution delegate to committees of their own number such powers as they may see fit.

SECTION 2. NUMBER AND TERM. The Board of Directors shall consist of not less than five (5) and no more than seven (7) members. The Board of Directors shall be divided into three (3) classes, as nearly as equal in number as may be, two (2) to serve an initial three (3) year term (2018, 2019 and 2020 respectively), two (2) to serve an initial two (2) year term (2018 and 2019 respectively) and two (2) to serve an initial one (1) year term (2018). Thereafter, the successors in each class of directors shall be elected to serve for terms of three (3) years. In the event of any increase or decrease in the number of directors, the additional or eliminated directorships shall be so classified or chosen that all classes of directors shall remain or become equal in number, as nearly as may be. No director shall serve more than two (2) consecutive terms without rotating off the Board of Directors for at least one (1) year, provided the initial members of the Board of Directors serving an initial terms of two (2) years or one (1) year may serve such initial term and up to two (2) full consecutive three (3) year terms before being required to rotate off the Board of Directors. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor shall have been elected and qualified.

In the event of the death, resignation, retirement, removal or disqualification of a member of the Board of Directors during their appointed term of office, their successor shall be elected by the Board of Directors and serve only until the expiration of the term of their predecessor.

SECTION 3. NOMINATIONS. The Board of Directors shall appoint a nominating committee at least one hundred twenty (120) days prior to its Annual Meeting to recommend to the Board of Directors the names of persons it deems qualified to serve on the Board of Directors. At least thirty (30) days prior to the Annual Meeting, the Nominating Committee shall present to the Board of Directors a slate of nominees to be voted on for service on the Board of Directors. Other candidates may be nominated by the members of the Board of Directors from the floor to be added to those selected by the Nominating Committee provided that the nominee's willingness to serve has been determined in advance of the nomination

SECTION 4. ELECTIONS. Election to the Board of Directors shall be conducted by non-cumulative majority vote of the then-current members of the Board of Directors which vote shall be held at the Annual Meeting of the Corporation.

SECTION 5. REMOVAL. Any Board member may be removed at any time with or without cause by action of the Board of Directors. If any director is so removed, a new director or directors, as the case may be, may be elected at the same meeting of the Board of Directors.

SECTION 6. EX-OFFICIO MEMBERS. There may be such ex-officio members of the Board of Directors as are elected by a majority vote of the Board of Directors at any meeting of such Board. Ex-Officio Members of the Board of Directors shall not be entitled to vote at Board of Directors meetings.

SECTION 7. CHAIRMAN OF THE BOARD OF DIRECTORS. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall perform all other such duties as are incident to his/her office or may properly be required of him/her by the Board of Directors. He/She shall be, ex-officio, a member of all committees.

SECTION 8. CONFLICT OF INTEREST.

(a) A conflict of interest may exist when any director, officer or staff member may be seen as having interests which are adverse to the interests of the corporation, or which compensate the director, officer or staff member directly, or indirectly.

(b) Any conflict of interest shall be disclosed to the Board of Directors by the person concerned. When any conflict of interest is relevant to a matter requiring action by the Board of Directors, the interested person shall call it to the attention of the Board of Directors or its appropriate committee and such person shall not vote on the matter; provided, however, any Director disclosing a possible conflict of interest may be counted in determining the presence of a quorum at the meeting of the Board of Directors or a committee thereof.

(c) The person having the conflict shall retire from the room in which the Board or its committee is meeting and shall not participate in the final deliberation or decision regarding the matter under consideration. However, if requested by the Board or committee, that person shall provide the Board or committee with any or all relevant information.

(d) The minutes of the meeting of the Board or committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final discussion or vote and did not vote. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors or its committee, excluding the vote of the person concerning whose situation the doubt has arisen.

(e) A copy of this conflict of interest statement shall be furnished to each director, officer and staff member who is serving the corporation. This policy shall be reviewed periodically for the information and guidance of directors, officers and staff members. Any new directors, officers or staff members shall be advised of the policy upon undertaking the duties of office.

SECTION 9. COMPENSATION. All Directors shall serve as volunteers without compensation. By resolution adopted by the Board of Directors, Directors may be reimbursed for their reasonable expenses incident to their duties in accordance with applicable law.

**ARTICLE IV
COMMITTEES**

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees and alternate members thereof as they deem desirable, each consisting of three or more members,

which committees shall have such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility or liability imposed upon it or him/her by law.

ARTICLE V MEETING OF BOARD OF DIRECTORS

SECTION 1. ANNUAL MEETING. An annual meeting of the Board of Directors of this corporation shall take place within ninety (90) days after the end of each fiscal year of the corporation on a date determined by the Board of Directors, at a place in North Carolina designated by the Chairman of the Board of Directors. Notice of the time and place of such meeting shall be given in writing at least seven (7) days in advance, unless such actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at such meeting.

SECTION 2. QUORUM. A quorum to transact business at any meeting of the Board of Directors shall consist of at least a simple majority in number of the members of the Board of Directors.

SECTION 3. REGULAR MEETINGS. The Board of Directors shall hold regular meetings at such times as are designated by the Chairman of the Board of Directors. At least five (5) days advance written notice shall be given for each meeting, unless such actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at such meeting.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for a specific purpose may be called at any time by its Chairman or by the request of at least two (2) members of the Board of Directors. The specific purpose must be stated in the notice and no other business shall be transacted thereat. Unless actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at any such special meeting, notice must be given not less than forty-eight (48) hours prior to any special meeting. Such notice may be given by any usual means of communication. Meetings shall be held at the principal office of the corporation at such time as shall be fixed by the Chairman or Board of Directors members calling the meeting.

SECTION 5. ATTENDANCE. All Board of Directors members are expected to attend all meetings.

SECTION 6. MANNER OF ACTING. Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 7. PRESUMPTION OF ASSENT. A member of the Board of Directors of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 8. OPEN MEETINGS. All meetings of the Board of Directors shall comply with Article 33C of Chapter 143 of the North Carolina General Statutes, or the corresponding provisions of any future North Carolina Open Meetings law. Consistent with that Article, the Board shall, among other things: (i) cause a current copy of the schedule of its regular meetings to be kept on file with the Secretary of the Corporation; (ii) give public notice of regular, special, and emergency meetings pursuant to N.C. Gen. Stat. § 143-318.12; and (iii) only take action by written ballot in accordance with N.C. Gen. Stat. § 143-318.13.

SECTION 9. MEETINGS BY ELECTRONIC MEANS. Any one or more Directors may participate in a meeting of the Board by conference telephone or other electronic means which allows all Directors to simultaneously hear one another during the meeting, and such participation shall be deemed presence in person at such meeting. If the Board holds a meeting by conference telephone or other electronic means, it shall provide a location and means whereby members of the public may listen to the meeting, and notice of the meeting shall be provided as required by N.C. Gen. Stat. § 143-318.13.

ARTICLE VI OFFICERS

SECTION 1. OFFICERS. Officers of the corporation shall consist of a President, a Vice President, a Secretary, and a Treasurer and other officers as the Board of Directors may from time to time elect. It shall be a requirement that an officer also be a member of the Board of Directors.

SECTION 2. NOMINATION. In the event the Board of Directors has appointed a nominating committee to act, such committee shall present a slate of candidates for each office to be filled at least ten (10) days prior to the Annual Meeting. Other candidates may be nominated by the Board of Directors from the floor to be added to those selected by the Nominating Committee provided that the nominee's willingness to serve has been determined in advance of the nomination.

SECTION 3. ELECTIONS. Officers shall be elected at the Annual Meeting of the Board of Directors by a majority in number of the members of the Board of Directors present. Officers shall assume their duties immediately after the Annual Meeting and shall serve for a one (1) year term and until their successors are duly elected and qualified.

SECTION 4. REMOVAL. The Officers elected or appointed by the Board of Directors may be removed at any time by the Board with or without cause.

SECTION 5. RESIGNATION. An Officer may resign at any time by providing written notice to the President of the Corporation, or if the President is resigning or the Presidency is vacant, then to the Officer holding the next highest office. The resignation shall be effective when communicated, unless the notice specifies a later effective date or subsequent event upon which it will become effective.

SECTION 6. VACANCY. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 7. PRESIDENT. The President shall in general supervise and control all of the business and affairs of the corporation, shall be a director and serve as the Chairman of the Board of Directors, shall make reports to the Board of Directors and shall perform all such other duties as are incident to his/her office or may properly be required of him/her by the Board of Directors. He/She shall be, ex officio, a member of all committees.

SECTION 8. VICE PRESIDENT. There may be such Vice Presidents as the Board of Directors may determine from time to time. Any Vice President who has served on the Board for the longest period of time shall assume the duties of the Chairman in the absence of the Chairman. However, in the event of the death or incapacity of the Chairman, a new Chairman shall be elected as soon as possible by the Board of Directors.

SECTION 9. TREASURER. The Treasurer shall:

(a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever; and deposit all such monies in the name of the corporation in such depositories as shall be selected in accordance with the provisions of these Bylaws;

(b) prepare, or cause to be prepared, a true statement of the corporation's assets and liabilities as of the close of each fiscal year, and a statement of the corporation's gross receipts and all expenses for such fiscal year, all in reasonable detail, which statements shall be made and filed at the corporation's registered office or principal place of business in the State of North Carolina within three (3) months after the end of such fiscal year and thereat kept available for a period of at least ten (10) years; and

(c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Chairman or by the Board of Directors, or by these Bylaws.

SECTION 10. SECRETARY. The Secretary shall:

- (a) keep the minutes of the meetings of the Board of Directors and of all Board of Directors in one or more books provided for that purpose;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; and
- d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chairman or by the Board of Directors.

SECTION 11. ASSISTANT OFFICERS. Assistant Secretaries or Assistant Treasurers, as may be elected by the Board of Directors, shall perform the duties and exercise the powers of the Secretary or the Treasurer, respectively, in their absence, and shall perform such other duties incident to their office as may properly be required by the Board of Directors.

**ARTICLE VII
INDEMNIFICATION**

SECTION 1. RIGHT OF INDEMNIFICATION. To the fullest extent from time to time permitted by law, every person who at any time serves or has served as a director, officer or employee shall be entitled as a matter of right to be indemnified by the corporation against liability and litigation expense, including reasonable attorney fees, paid or incurred by such person in connection with any actual, threatened, pending or completed claim, action, suit or proceeding, civil, criminal, administrative, investigative or other, whether brought by or in the right of the corporation or otherwise (herein called "claim"), in which such person may be involved, as a party or otherwise, arising out of such person's status as such or such person's activities in any of the foregoing capacities. "Liability" shall include amounts of judgments, excise taxes, fines, penalties, and amounts paid in settlement whether before or after any such claim is filed. The corporation will not indemnify any such person against such liability or litigation expense incurred on account of such person's activities which were at the time taken known or believed by such person to be clearly in conflict with the best interests of the corporation.

SECTION 2. RIGHT TO ADVANCEMENT OF EXPENSES. To the fullest extent from time to time permitted by law, the corporation will advance to such person litigation expenses, including reasonable attorneys fees, as incurred by such person in defending any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding

upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the corporation against such expenses.

SECTION 3. RIGHT OF SUCH PERSON TO BRING SUIT. If a written claim for indemnification is made under this Article and such written claim is not paid in full by the corporation within thirty (30) days after such written claim has been received by the corporation, such person may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, such person shall also be entitled to recover to the fullest extent from time to time permitted by law from the corporation such person's reasonable costs, expenses and attorney fees in connection with the enforcement of rights of indemnification granted herein. It shall be a defense to any such action that the conduct of such person was such that under North Carolina law the corporation would be prohibited from indemnifying such person for the amount claimed, but the burden of proving such defense shall be on the corporation. The Board of Directors of the corporation (or independent legal counsel appointed by the Board of Directors), within thirty (30) days after receipt of a written claim for indemnification shall take all such action as may be reasonably necessary to make a good faith determination as to whether such person is entitled to have the claim for indemnification paid; provided, however, such determination shall not be a defense to any action brought under this Section or create a presumption that such indemnification would be prohibited by law.

SECTION 4. INSURANCE. The corporation may purchase and maintain insurance to protect itself and any such person against any such liability or expense asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability and expense by law or under the provisions of this Article.

SECTION 5. INDEMNIFICATION AGREEMENTS. The corporation may enter into agreements with any such person, which agreements may grant rights to any such person eligible to be indemnified hereunder or create obligations of the corporation in furtherance of, different from, or in addition to, but not in limitation of, those provided in this Article upon approval of the Board of Directors.

SECTION 6. NON-EXCLUSIVITY, NATURE AND EXTENT OF RIGHTS. The rights of indemnification and advancement of expenses provided for in this Article (i) shall not be deemed exclusive of any other rights, whether now existing or hereafter created, to which those seeking indemnification may be entitled under any agreement, bylaw or charter provision, vote of the Board of Directors, or any law or otherwise, (ii) shall be deemed to create contractual rights in favor of such persons entitled to indemnification hereunder, (iii) shall continue as to such persons who have ceased to have the status pursuant to which they were entitled or were denominated as entitled to indemnification hereunder and shall inure to the benefit of the heirs and legal representatives of such persons entitled to indemnification, and (iv) shall be applicable to claims made after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof.

SECTION 7. PARTIAL INDEMNIFICATION. If any such person is entitled under any provision of this Article to indemnification by the corporation of a portion, but not all, of the liability and litigation expenses resulting from an actual, threatened, pending or completed claim, the corporation shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

SECTION 8. LIMITATION OF LIABILITY. To the fullest extent that the laws of the State of North Carolina in effect on the date of the adoption of this Bylaw or as thereafter amended permit elimination or limitation of the liability of any such person who at any time serves or has served as a director, officer or employee of the corporation, no such person shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as such. The provisions of this Section shall be deemed to be a contract with each such person who serves as such at any time while these provisions are in effect and each such person shall be deemed to be serving as such in reliance on the provisions contained herein.

SECTION 9. SEVERABILITY. If any provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason (i) such provision shall be invalid, illegal or unenforceable only to the extent of such prohibition and the validity, legality and enforceability of the remaining provisions of this Article shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the remaining provisions of this Article shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

SECTION 10. AMENDMENT, ALTERATION OR REPEAL. This Article may be amended, altered or repealed at any time in the future by a three-fourths (3/4) majority of the entire Board of Directors of the corporation; and provided further, any such amendment, alteration or repeal of this Article which has the effect of limiting the rights granted under this Article shall operate prospectively only and shall not limit in any way the indemnification provided for herein with respect to any action taken or failure to act, occurring prior thereto.

ARTICLE VIII AMENDMENTS

Amendments to these Bylaws can be made by the Board of Directors, in regular meeting assembled, either annual or special, and if special, then the purpose of the meeting with the proposed amendment or amendments must be stated in the call; provided, however, the vote of the majority of the members of the Board of Directors then in office shall be required to amend these Bylaws unless otherwise herein specified or required by law.

ARTICLE IX DISSOLUTION

If the Corporation is granted a charter to operate a public charter school by the State Board of Education and the Corporation is subsequently dissolved or the charter is terminated or not renewed, then the Corporation shall distribute to the local school administrative unit in which

the school is located all or such portion of its property required in accordance with N.C. Gen. Stat. § 115C-238.29F(i) or the corresponding provision of any future North Carolina charter school law. To the extent the Corporation possesses assets other than those subject to distribution pursuant to N.C. Gen. Stat. § 115C-238.29F(i), upon termination, dissolution, or winding up of the affairs of the Corporation, the Directors shall, after paying or making provision for payment of all liabilities of the Corporation, distribute all such remaining assets among one or more organizations, which are organized and operated for exempt purposes and qualified as exempt organizations under Section 501(c)(3) of the Code and to which contributions are deductible under Section 170(c)(2) of the Code, or to federal, state, and local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X MISCELLANEOUS

SECTION 1. DEBTS. No Officer, Committee, Director or employee may incur any expenses or obligation chargeable to the corporation except as authorized by the Board of Directors.

SECTION 2. SEAL. The seal of the corporation shall be circular in form and shall bear on its outer edge the words "CHILDREN'S LEGACY, INC." and elsewhere thereon the words and figures "corporate seal," "2018" and "North Carolina." The Board of Directors may change the form of the seal or the inscription thereon at pleasure.

SECTION 3. INVESTMENTS. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a member of the Board of Directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 504 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

SECTION 5. FISCAL YEAR AND AUDITS.

- (a) The fiscal year of the corporation shall be set by the Board of Directors.
- (b) The books of the corporation and of its fiscal agent shall be audited annually as directed by the Board of Directors.

SECTION 6. NET EARNINGS. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, 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 purpose clause of the corporation's articles of incorporation, as may be amended from time to time. 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 this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

SECTION 7. CONFLICTING INTEREST. In addition to the Conflict of Interest provisions of Section 8, Article III relating to directors, If a director, officer or committee member has a financial or other interest conflicting with the interest of the corporation in any matter (including, without limitation, as whether to enter a contract with another organization with which such individual is associated), then the individual must bring the conflict to the attention of the other directors, officers and committee members and refrain from participating or voting in any decision with respect to the matter. In addition to the foregoing, each director, officer or committee member shall be subject to all conflict of interest requirements set forth in regulations promulgated from time to time by the U.S. Department of Housing and Urban Development.

SECTION 8. NON-DISCRIMINATION

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

SECRETARY'S CERTIFICATE

This document is to certify that the foregoing Bylaws of Children's Legacy, Inc. were duly adopted by resolution of the Board, effective as of the ____ day of _____, 2018

Secretary

**ARTICLES OF INCORPORATION
OF
THE CHILDREN'S LEGACY, INC.**

Pursuant to Section 55A-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purposes of forming a nonprofit corporation.

1. **NAME.** The name of the corporation is

THE CHILDREN'S LEGACY, INC.

2. **PURPOSE.** The Corporation is organized exclusively for charitable, religious and educational purposes. The corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or corresponding section of any future Federal tax code.)

3. **REGISTERED OFFICE AND AGENT.** The street address and county of the initial registered office of the corporation is 1912 Eastchester Drive, Suite 400, High Point, North Carolina 27265 and the name of the registered agent is R. Andrew Harris. The mailing address of the initial registered office is the same as above.

4. **PRINCIPAL OFFICE.** The initial street address and county of the principal office is 808 Greensboro Road, High Point, Guilford County, North Carolina 27260 which may be changed from time to time as determined by the Board of Directors;

5. **INITIAL DIRECTORS.** The number of directors of the corporation may be fixed in the By-Laws. The number of persons constituting the initial board of directors shall be five (5). The names and addresses of the person who are to serve as the initial directors until their successors are elected and qualified are:

NAME	ADDRESS
Robert J. Brown, Jr.	808 Greensboro Road High Point, NC 27260
James Brown	808 Greensboro Road High Point, NC 27260
Brenda Williams	808 Greensboro Road High Point, NC 27260
Cory Henry	808 Greensboro Road High Point, NC 27260

Karl Robinson

808 Greensboro Road
High Point, NC 27260

6. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** To the fullest extent permitted by North Carolina General Statutes Section 55A-8-57(a) and all other applicable provisions of the NORTH CAROLINA NONPROFIT CORPORATION ACT, as the same now exists or may hereafter be amended, the Corporation shall indemnify all persons serving as officers or directors of the Corporation, or in both such capacities, against all liability and litigation expense, including but not limited to reasonable attorneys' fees, arising out of their status as such or their activities in any of the foregoing capacities, regardless of when such status existed or activity occurred and regardless of whether or not they are officers or directors of the Corporation at the time such indemnification is sought or obtained. Without limiting the generality of the foregoing indemnity, such persons may also recover from the Corporation all reasonable costs, expenses, and attorneys' fees in connection with the enforcement of rights to indemnification granted by this Paragraph. The provisions of this paragraph are in addition to and not in limitation of the power of the Corporation with respect to, and the rights of any officer, director, employee or agent of the Corporation to receive the benefits of, any other or further indemnification, insurance, elimination of liability or other right or benefit which is either required by the NORTH CAROLINA NONPROFIT CORPORATION ACT or permitted thereby and duly adopted by the Corporation in accordance therewith.
7. **PERSONAL LIABILITY OF DIRECTORS.** The personal liability of each director of the Corporation is hereby eliminated to the fullest extent that elimination thereof is permitted by North Carolina General Statutes Section 55A-2-02(b)(4) and all other applicable provisions of the NORTH CAROLINA NONPROFIT CORPORATION ACT, as the same now exists or may hereafter be amended.
8. **EFFECTIVE TIME OF FILING.** Pursuant to North Carolina General Statutes Section 55A-1-23(a)(2), this document shall be effective at 12:00:01am on the date on which it is filed by the Office of the Secretary of State of North Carolina.
9. **INCORPORATOR.** The incorporator shall perform the ministerial function of signing and submitting the Articles of Incorporation to the Office of the Secretary of State. The incorporator shall have no other power or duty regarding the corporation. The name and address of the incorporator is: R. Andrew Harris, 1912 Eastchester Drive, Suite 400, High Point, Guilford County, North Carolina 27265.
10. **MEMBERS.** The Corporation shall not have members.
11. **DISTRIBUTIONS; DISSOLUTION.** No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees, 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 Section 501 (c) (3) purposes. 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.

In the event of a dissolution of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered and paid over, in such amounts as the Board may determine or as may be determined by a Court of competent jurisdiction, exclusively to charitable, religious, scientific, literary, or educational organizations that would then qualify under the applicable provisions of the Internal Revenue Code and its Regulations as they now exist or may hereafter be amended, relating to charitable organizations.

Notwithstanding the above, if the Corporation is granted a charter to operate a public charter school by the State Board of Education and the Corporation is subsequently dissolved or the charter is terminated or not renewed, then all net assets of the Corporation purchased for the school shall be deemed the property of and distributed to the local school administrative unit in which the school is located in accordance with N.C. Gen. Stat. § 115C-238.29F(i) or the corresponding provision of any future North Carolina charter school law.

This the 3rd day of August, 2018.



R. Andrew Harris, Incorporator (SEAL)

CHARTER MANAGEMENT AGREEMENT

This CHARTER MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the 24th day of SEPTEMBER, 2018 (the "Effective Date"), by and between RJB EDUCATION EQUITY FOUNDATION, a North Carolina, nonprofit corporation ("RJB"), and THE CHILDREN'S LEGACY, INC., a North Carolina non-profit corporation ("TCL"). For purposes of this Agreement, RJB and TCL are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, TCL desires to establish a public charter school in North Carolina known as "Robert J. Brown Leadership Academy of High Point" pursuant to N.C. Gen. Stat. §115C-218 et seq. (the "Charter School"); and

WHEREAS, TCL is submitting an application to the North Carolina State Board of Education (the "SBE") to establish the Charter School (the "Charter Application"); and

WHEREAS, RJB is in the business of managing, operating, and administering public charter schools; and

WHEREAS, TCL desires to engage RJB to manage, operate, and administer the Charter School, and RJB desires to be so engaged; and

WHEREAS, the Parties desire to memorialize the terms and conditions of such engagement in this Agreement;

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

ARTICLE I CONTRACTING RELATIONSHIP

1.01 AUTHORITY. TCL represents and warrants that it is authorized by law to contract with RJB for the provision of certain education management services. TCL further represents and warrants that if the Charter Application is approved by the SBE, TCL will enter into a charter contract with the SBE, authorizing TCL to establish, manage, operate, and administer the Charter School (the "Charter Contract"). For purposes of this Agreement, the Charter Application and the Charter Contract are referred to collectively as the "Charter."

1.02 AGREEMENT. To the maximum extent permitted by applicable law, TCL hereby contracts with RJB to perform the management functions set forth in Article III of this Agreement (the "Management Functions"). RJB shall perform the Management Functions in accordance with applicable law and at the direction of TCL. Although the Management Functions include duties and responsibilities regarding student enrollment, performance, discipline, and special education, as well curriculum and personnel, nothing in this Agreement is intended to nor shall limit or delegate the ultimate authority of TCL as set forth in N.C. Gen. Stat. §115C-218 et seq., applicable SBE policies, or the Charter.

1.03 DESIGNATION OF AGENTS. TCL hereby designates the directors, officers, employees, and attorneys of RJB as agents of TCL having a legitimate educational interest such that they are entitled to access the education records of the Charter School and its students pursuant to 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (FERPA), and other applicable privacy laws. Subject to its discretion, TCL also hereby authorizes RJB to communicate with and negotiate on behalf of TCL and the Charter School with all local, state, and federal agencies.

1.04 STATUS OF PARTIES. RJB is a North Carolina non-profit company, and not a division or part of TCL. TCL is a North Carolina non-profit corporation, and not a division or part of RJB. RJB shall perform the Management Functions as an independent contractor and except as set forth herein, this Agreement does not create a joint venture, principal-agent, or employer-employee relationship between the Parties or their respective employees or agents.

ARTICLE II TERM

This Agreement shall commence on the Effective Date and continue for the duration of the Charter, including all Charter renewals, unless terminated earlier pursuant to Article VII of this Agreement. Any such termination shall only be effective at the end of the then current academic year.

ARTICLE III FUNCTIONS OF RJB

3.01 RESPONSIBILITY. RJB shall be responsible and accountable to TCL for the operation and performance of the Charter School as set forth in this Agreement, the Charter, and applicable law. RJB's responsibility is expressly limited by: (i) the approved Annual Budget, as defined in Article V of this Agreement; and (ii) the availability of state funding to pay for the Management Functions. RJB shall not be required to expend funds for the Management Functions or the Charter School in excess of the amount set forth in the approved Annual Budget.

3.02 EDUCATIONAL PROGRAM. RJB agrees to implement the educational program set forth in the Charter (the "Educational Program"), which may be amended from time to time by the mutual consent of the Parties and, when required, the SBE and/or the North Carolina Department of Public Instruction. The Parties acknowledge that an essential principle of the Educational Program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that TCL and RJB are interested in results, and not inflexible prescriptions. No less than annually, and as otherwise reasonably requested by TCL, RJB will provide TCL with an updated progress report detailing the educational goals set forth in the Educational Program.

3.03 MANAGEMENT FUNCTIONS. In accordance with TCL's non-profit purpose, subject to TCL's ultimate authority, consistent with the Charter, and pursuant to applicable law, RJB shall perform all management, operation, accounting, and administrative functions for the Charter School (the "Management Functions"), including without limitation:

- a. The day-to-day management of the Charter School;

- b. The recruitment and enrollment of students by various means, including without limitation, advertisements in newspapers of general circulation, mailings to parents and guardians of prospective students, and presentations to interested groups;
- c. The implementation and administration of the Educational Program, including the selection of instructional materials, equipment, technology, and supplies;
- d. The implementation and administration of extra-curricular and co-curricular activities and programs approved by TCL;
- e. The performance of evaluations, assessments, and continuous improvements of and to the Educational Program, including reports of the same to TCL upon its request;
- f. The management, selection, and application of technology services required to facilitate the operation of the Charter School;
- g. The management of certain personnel functions, as set forth in Article VI of this Agreement;
- h. The management of the business administration of the Charter School;
- i. The accounting operations of the Charter School, including general ledger management and financial reporting;
- j. The identification, application, and administration of grants to or for the Charter School, including in any audits related thereto;
- k. The preparation and submission of the Annual Budget, as set forth in Article V of this Agreement; and
- l. The performance of any other function necessary or expedient for the administration of the Charter School, including those set forth in this Article III.

3.04 PURCHASES. Purchases made by RJB on behalf of TCL with TCL's funds, such as non-proprietary instructional materials, books, supplies, and equipment will be the property of TCL. However, RJB shall own all proprietary rights in and to, and TCL's proprietary interest shall not include, curriculum or educational materials that are developed, copyrighted, or legally protected by RJB, including without limitation curriculum or educational materials that are developed by RJB with funds from TCL. RJB's educational materials and teaching techniques used by or at the Charter School shall only be subject to disclosure to the extent required by law. This provision does not apply to any capital items leased or purchased by RJB with RJB's own funds.

3.05 SUBCONTRACTS. RJB shall not subcontract the management, oversight, or operation of the Educational Program, except as specifically permitted in this Agreement or with approval of TCL. Otherwise, RJB reserves the right to subcontract any and all aspects of the Management Functions.

3.06 PLACE OF PERFORMANCE. Unless prohibited by applicable law, RJB reserves the right to perform the Management Functions other than the Educational Program, such as purchasing, professional development, and administrative functions, off-site.

3.07 DUE PROCESS HEARINGS. At the direction of TCL, RJB shall provide students of the Charter School with due process hearings in accordance with applicable law regarding student discipline, special education, confidentiality, and access to records. If necessary or advisable, RJB may retain legal counsel to assist with these hearings. Notwithstanding the foregoing, TCL shall retain the right and responsibility to provide such students with that due process required by law.

3.08 RULES AND PROCEDURES. From time to time, RJB shall recommend reasonable rules, regulations, procedures, and policies to TCL regarding the management, operation, and administration of the Charter School. Once adopted by TCL, RJB shall be authorized and directed to enforce such rules, regulations, procedures, and policies.

3.09 SCHOOL YEAR AND SCHOOL DAY. The school year and the school day shall be as required by law and as determined annually by TCL.

3.10 STUDENT PERFORMANCE, STANDARDS AND EVALUATION. RJB shall be responsible and accountable to TCL for the academic performance of the students who attend the Charter School. RJB will utilize assessment strategies required by the Charter and applicable law. TCL and RJB will cooperate in good faith to identify measures of and goals for Charter School students, including but not limited to, academic achievement and parent satisfaction. RJB shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of TCL.

3.11 SERVICES TO DISABLED STUDENTS AND SPECIAL EDUCATION. RJB shall provide special education services to students who attend the Charter School in conformity with the requirements of state and federal law. RJB may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Charter School's program, subject to the approval of TCL. Such services shall be provided in a manner that complies with local, state, and federal laws and applicable regulations and policies. Consistent herewith, TCL acknowledges the individualized nature of services that may need to be provided to disabled and special needs students and the impact that the provision of such individualized services may have on the approved Annual Budget. TCL, at the request of RJB, agrees to adjust the approved Annual Budget as necessary to provide such services to disabled and special needs students.

3.12 CONTRACT BETWEEN TCL AND SBE. RJB will not act in a manner that will cause TCL to be in breach of the Charter.

3.13 UNUSUAL EVENTS. RJB agrees to timely notify TCL and/or the School Administrator, as defined in Article XI of this Agreement, of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding issues, or (iii) any other issues that may adversely impact TCL's ability to comply with the Charter or this Agreement.

3.14 STUDENT AND FINANCIAL RECORDS. All student and financial information related to the Charter School shall be available for inspection at the Charter School upon reasonable request and consistent with applicable law.

3.15 CHARTER SCHOOL RECORDS. The financial, educational, and student records pertaining to the Charter School are the property of TCL, and such records shall be subject to the provisions of N.C. Gen. Stat. § 132-1, et seq. (Public Records), and other applicable information laws. All such records shall be physically or electronically available upon request at the Charter School. Except as protected by the Charter or applicable law, the SBE and the public shall have access to the Charter School's records.

3.16 RJB PERFORMANCE GOALS. During the term of this Agreement, RJB shall use its commercially reasonable best efforts to:

- (i) Timely submit all reports required by this Agreement to TCL;
- (ii) Strictly adhere to the approved Annual Budget, with no aggregate cost over-runs; and
- (iii) Meet or exceed the student performance goals contained in the Charter.

ARTICLE IV OBLIGATIONS OF TCL

4.01 GOOD FAITH OBLIGATION. TCL shall be responsible for the fiscal and academic policies of the Charter School. To assist TCL, RJB shall, from time to time, recommend such policies to TCL. TCL shall exercise good faith in considering all such recommendations of RJB.

4.02 ASSISTANCE TO RJB. TCL shall cooperate with RJB in furnishing all information and submitting all forms and reports required by this Agreement, including timely notice of all TCL meetings. TCL shall timely furnish RJB all documents and records necessary for RJB to properly perform its responsibilities under this Agreement.

4.03 UNUSUAL EVENTS. TCL agrees to timely notify RJB of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding issues, or (iii) any other issues that may adversely impact RJB's ability to comply with this Agreement.

4.04 RETAINED AUTHORITY. TCL shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Charter School, including regulations relative to the conduct of students while in attendance at the Charter School or en route to and from the Charter School.

4.05 FOOD SERVICE. TCL shall manage, operate, and administer, or shall authorize RJB to manage, operate, and administer, the food service program for the Charter School, as required by applicable law, including without limitation, the National School Lunch Program at 7 C.F.R. § 210.1, et seq.

4.06 USE OF ROBERT J. BROWN LIKENESS AND MARKS. TCL agrees to execute an agreement or agreements to license or otherwise obtain permission from Brown, McNeil, and Williams, LLC to use the designation "Robert J. Brown Leadership Academy," associated trademarks, and Robert J. Brown's name and likeness, along with any other associated intellectual property, in connection with operation or marketing of the school.

ARTICLE V FINANCIAL ARRANGEMENTS

5.01 REVENUES. All revenues received by TCL for or on behalf of the Charter School (the "Revenues") shall be deposited in TCL's depository account with a financial institution mutually acceptable to TCL and RJB. The signatories on the account shall only be the members of TCL's Board of Directors and, as designated by TCL, the employees of RJB. Interest income earned on the account shall accrue to TCL. Except as specifically excluded by this Agreement, Revenues shall include, without limitation:

- (i) Funds for students enrolled in the Charter School;
- (ii) Special education funds provided by federal, state, and local governments that are directly allocable to special education students enrolled in the Charter School;
- (iii) Academically and intellectually gifted funds provided by federal, state, and local governments that are directly allocable to academically and intellectually gifted students enrolled in the Charter School;
- (iv) At-risk funds provided by federal, state, and local governments that are directly allocable to at-risk students enrolled in the Charter School;
- (v) Funds provided by federal, state, and local governments that are directly allocable to students enrolled in the Charter School with limited English proficiency;
- (vi) Federal, state, and local grants, including Title I and Charter School startup funds;
- (vii) Other grants and donations, except to the extent RJB is not required or involved in soliciting, administering, or managing such grants or donations; and
- (viii) Fees charged to students and others for extra services as and to the extent permitted by law.

5.02 EXPENDITURE OF REVENUE AND OPERATING ADVANCES. The Revenues shall be expended by RJB in accordance with the approved Annual Budget and as otherwise authorized by TCL. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor, where applicable. To the extent that there are not sufficient funds in TCL's operating account to pay the operating expenses of the Charter School, RJB may, at RJB's option, deposit funds into TCL's operating account for that purpose ("Operating Advances"). Operating Advances shall only be made in accordance with the approved Annual Budget. TCL shall reimburse RJB for all Operating Advances, together with interest earned thereon, as and when the funds become available; provided, however, that if, at the end of each Fiscal Year (as defined below), the total Revenues, after payment of the debt service and operating expenses of the Charter School, are insufficient to reimburse the Operating Advances attributable to such Fiscal Year, RJB may forgive the un-reimbursed balance of the Operating Advances, including interest earned thereon.

5.03 FISCAL YEAR AND ANNUAL BUDGET. TCL shall operate the Charter School on a fiscal year beginning July 1 and ending June 30 of the following year ("Fiscal Year"). On or before May 31 of each Fiscal Year, RJB shall prepare and submit to TCL for its review a proposed, balanced, annual budget for the Charter School's upcoming Fiscal Year (the "Annual Budget"). The Annual Budget shall account for: (i) Revenues, (ii) operating expenses, (iii) reserve expenses, (iv) audit expenses, and (v) the fund balance. TCL shall approve the Annual Budget, as may be reasonably revised by TCL in consultation with RJB, by June 30 of the then-current Fiscal Year. RJB shall perform all Management Functions in accordance with the approved Annual Budget, applicable law, the Charter, and as directed by the SBE.

5.04 AMENDMENTS TO THE ANNUAL BUDGET. During the Fiscal Year, RJB may submit proposed amendments to the approved Annual Budget to TCL to account for changes in student enrollment, student needs, and other variables. Any such amendment shall only be valid if approved by the express vote of TCL's Board of Directors.

5.05 MANAGEMENT FEE. In exchange for providing the charter services hereunder, including the Management Functions, RJB shall be entitled to compensation in an amount equal to sixteen percent (16%) of the Revenues, or a lesser amount if agreed to in writing by RJB (the "Management Fee"). The Management Fee shall be set forth in the Annual Budget.

5.06 AVAILABILITY OF FUNDS. RJB shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the approved Annual Budget.

5.07 FINANCIAL REPORTING. RJB shall provide TCL with:

- (i) Annually, the proposed Annual Budget, as required by the terms of this Agreement;
- (ii) As requested, financial statements of Revenues received by, expenditures for services to, and expenses incurred on behalf of the Charter School, whether incurred on or off-site;
- (iii) Monthly, financial statements by the 30th day of the following month, including a balance sheet, statement of Revenues, and expenditures for the Charter School; and
- (iv) Periodically, other information necessary to enable TCL to: (1) monitor RJB's performance under this Agreement, (2) evaluate RJB's provision of the Management Functions, and (3) comply with applicable law, including the demands and requests of the SBE.

5.08 ACCESS TO RECORDS. RJB shall keep accurate financial records pertaining to its operation of the Charter School, together with all Charter School financial records prepared by or in possession of RJB, and shall retain all such records for a period of time as may be required by the Charter. RJB and TCL shall also maintain the proper confidentiality of personnel, students, and other records as required by law.

5.09 ANNUAL AUDIT. TCL shall select and retain an independent auditor to conduct an annual audit of the Charter School in accordance with the Charter. Subject to applicable law, all finance and other records of RJB related to the Charter School will be made available to TCL's independent auditor.

ARTICLE VI PERSONNEL & TRAINING

6.01 PERSONNEL. With the exception of Teachers (as defined below), RJB shall select, hire, evaluate, and where necessary, transfer, discipline and terminate qualified personnel and support staff for the Charter School ("Personnel"). Personnel shall be employees of RJB and shall be paid pursuant to the approved Annual Budget. RJB shall have the right and responsibility to determine the number and functions of Personnel. In the discretion of RJB, Personnel may work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, Personnel may work at other schools managed or operated by RJB.

6.02 SCHOOL ADMINISTRATOR. RJB shall select, hire, evaluate, and where necessary, transfer, discipline, and terminate one or more qualified administrators for the Charter School (the "School Administrator"). The School Administrator shall be an employee of RJB and shall be paid pursuant to

the approved Annual Budget. RJB shall consult with TCL regarding the hiring of the School Administrator and RJB shall remove the School Administrator from the Charter School if TCL is or becomes reasonably dissatisfied with his or her performance.

6.03 TEACHERS. RJB shall recommend to TCL for its consideration and approval qualified teachers for the Charter School ("Teachers"). All Teachers shall be jointly employed by TCL and RJB, such that they may be included in the compensation, benefits, payroll administration, and employment policies and practices of RJB; provided, however, that in all circumstances, TCL shall ultimately control the hiring and firing of the Teachers in accordance with N.C. Gen. Stat. § 115C-218.90(a)(1). In the discretion of RJB, Teachers may work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, Teachers may also work at other schools managed or operated by RJB.

6.05 TRAINING. RJB shall provide training in its methods, curriculum, program, and technology to all Teachers on a regular basis. Teachers shall also receive at least the minimum hours of professional development required by applicable law. Non-instructional personnel shall receive such training as RJB determines reasonable and necessary under the circumstances.

6.06 LIMITATIONS ON DISCRETION. All decisions made by RJB, and any discretion exercised by RJB, regarding the selecting, hiring, evaluating, transferring, disciplining, and terminating of Personnel and the School Administrator shall be consistent with the approved Annual Budget, the Charter, applicable law, and any parameters adopted by TCL regarding the Educational Program.

ARTICLE VII DEFAULT

7.01 DEFAULT. Events of default under this Agreement shall be limited to the following (each, an "Event of Default"):

1. TCL fails to make any payment due hereunder within ten (10) days after the date such payment was due;
2. TCL materially breaches any of its other obligations hereunder and fails to cure such breach within sixty (60) days after notice of such breach;
3. TCL adopts a policy or fails to adopt a policy regarding the Charter School which prevents RJB from satisfying its obligations hereunder;
4. TCL fails to adopt an Annual Budget before June 30 of the then-current Fiscal Year, or adopts an Annual Budget that prevents RJB from satisfying its obligations hereunder;
5. The Charter is revoked or suspended by the SBE or other governmental authority;
6. RJB commences a case or proceeding or files a petition for bankruptcy, reorganization, liquidation or dissolution, is adjudicated insolvent or bankrupt, or applies to a tribunal for a receiver, intervener, conservator, or trustee for itself or for any substantial part of its property, or any such action is commenced against it and the same remains pending for more than sixty (60) days;
7. RJB is found by an administrative or judicial body to have made fraudulent use of funds, or an administrative or judicial body revokes any license that may be required for RJB to carry on its business and perform its obligations and functions under this Agreement; and

8. RJB materially breaches this Agreement, which shall be limited to: (i) failure to account for expenditures or pay the Charter School's operating costs (provided funds are available to do so); (ii) failure to follow policies, procedures, rules, or curriculum duly adopted by TCL which are not in violation of this Agreement or applicable law; (iii) failure to realize student achievement objectives outlined in the Charter; (iv) failure to take reasonable efforts to protect the health, safety, and welfare of the students at the Charter School; and (v) violation of applicable law. In the event of a material breach, RJB shall have (60) days after receipt of written notice to remedy such breach.

7.02 REMEDIES. Upon the occurrence of an uncured Event of Default by either Party, the non-breaching Party shall be entitled to pursue all remedies available under law or equity, including without limitation, terminating this Agreement upon seven (7) days prior written notice. Such termination, however, shall only become effective following the end of the then current academic year. In the event of termination of this Agreement for any reason by either Party prior to the end of this Agreement's term, RJB may, for a fee reasonably acceptable to RJB, provide TCL with reasonable assistance for up to thirty (30) days to assist in the transition to another administrative or structural arrangement (although RJB shall not be required to provide any assistance to another management company or service provider).

However, RJB will abide by all state laws that govern transition obligations, including but not limited to:

1. Transferring all student records to such entity;
2. Transferring any and all other non-proprietary information and providing necessary assistance to the new program or education service provider to ensure the least disruption of the Charter School operation as a result of the termination of this Agreement; and
3. Transferring or assigning to TCL all contracts, agreements, licenses, permissions, and other rights and privileges related to the operation of the Charter School, including, at RJB's option, assignment of contracts for Personnel and the School Administrator.

ARTICLE VIII INDEMNIFICATION & LIMITATION OF LIABILITY

Each Party does hereby indemnify, defend, and hold the other, including their respective directors, partners, officers, employees, agents, representatives, and attorneys, harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of its own negligence, acts or omissions, or noncompliance or breach of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement.

Notwithstanding the foregoing and except for claims of death or bodily injury resulting from RJB's gross negligence or willful misconduct, RJB's total, aggregate liability to TCL for any reason and upon any cause of action, whether in tort, contract, or otherwise, shall be limited to the total amount of all Management Fees received by RJB from TCL under this Agreement.

ARTICLE IX INSURANCE

9.01 INSURANCE. Each Party shall maintain insurance in the coverage amounts as may be required by the Charter, with the other Party listed as an additional insured. Such insurance shall be purchased by RJB using the Revenues. Each Party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each Party shall also comply with any reasonable information or reporting requirements required by the other Party's insurers.

9.02 WORKERS' COMPENSATION INSURANCE. Each party shall maintain workers' compensation insurance as required by the Charter and applicable law, covering their respective employees.

ARTICLE X REPRESENTATIONS & WARRANTIES

10.01 TCL REPRESENTATIONS AND WARRANTIES. TCL represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided hereunder. TCL warrants that its actions have been duly and validly authorized, and that it has adopted any and all resolutions or approvals required for the execution of this Agreement.

10.02 RJB REPRESENTATIONS AND WARRANTIES. RJB represents and warrants that it is a limited liability company authorized to conduct business in the State of North Carolina. RJB will comply with all registration and licensing requirements relating to conducting business under this Agreement. TCL agrees to assist RJB in applying for such licenses and permits and in obtaining such approvals and consents.

10.03 MUTUAL WARRANTIES. TCL and RJB mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

11.01 ENTIRE AGREEMENT. This Agreement supersedes and replaces any and all prior agreements and understandings between TCL and RJB regarding the management, operation, or administration of the Charter School.

11.02 SCHOOL NAME. "Robert J. Brown Leadership Academy" in all forms, name, branding, logo, printed, digital, URL's, social media, marks or otherwise are the property of the RJB Education Equity Foundation. In the event of the termination of this agreement, TCL is not longer authorized to utilize the name in any fashion.

11.02 FORCE MAJEURE. Notwithstanding any other sections of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided, however, that either Party may terminate this Agreement in accordance with the termination provisions contained herein if sufficient grounds exist as provided in Article VII of this Agreement.

11.04 GOVERNING LAW AND 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 Party against the other.

11.05 OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may only 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 or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to TCL shall be sent to the current address of the then-current TCL President, with a copy to the then-current TCL attorney. For purposes of the aforesaid, the address of the Parties, including the address of the initial TCL President and attorney, are as follows:

TCL:
Children's Legacy, Inc.
Dr. Robert J. Brown, Jr.
Board President
808 Greensboro Road
High Point, NC 27260
Phone: (336) ???-????

With a copy to:

R. Andrew Harris, Esq.
Board Attorney
Wyatt Early Harris and Wheeler, LLP
1912 Eastchester Drive
High Point, NC 27265
Phone: (336) 884-4444
Fax: (336) 889-5232

RJB:
Chairman, Chief Executive Officer
RJB Education Equity Foundation
7851 Clinard Farms Road
High Point, NC 27265
Phone: (336) 306-8065
Fax: (336) 217-8583

With a copy to:

Womble Bond Dickinson, LLP
Attn: Matthew F. Tilley, Esq.
One Wells Fargo Center
Suite 3500
301 South College Street
Charlotte, NC 28202
Phone: (704) 331.4900

11.06 AMENDMENT. This Agreement shall not be altered, amended, modified or supplemented except in writing, as approved by TCL and signed by the President of TCL and the CEO of RJB.

11.07 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.

11.08 COST AND EXPENSES. If any Party commences an action against the other as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing Party its reasonable costs and attorneys' fees (including those incurred at appellate levels).

11.09 COMPLIANCE WITH LAWS. The parties to this Agreement agree to comply with all applicable laws and regulations.

11.10 COMPLIANCE WITH CHARTER CONTRACT. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.

11.11 INDEBTEDNESS. No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

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

11.13 SURVIVAL. The following Sections shall survive the termination or expiration of this Agreement: III, VII, VIII, and XI.

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

RJB EDUCATION EQUITY FOUNDATION, INC.

By: 
Name: PAUL J. NORCROSS
Title: PRESIDENT
Date: 9/24/18

THE CHILDREN'S LEGACY, INC.

By: 
Name: JAMES E. MCNEIL
Title: President
Date: 24 September 2018



620 North Main Street
High Point, NC 27260
Office (336) 889-1100

September 19, 2018

The NC State Board of Education

To Whom It May Concern:

RJB Education Equity Foundation formerly known as 7 Degrees of Change Foundation is a client in excellent standing with the bank and the relationship dates back over 5 years. The leadership of the foundation also has a positive history with BB&T dating back over 30 years.

The foundation maintains deposits with the bank in the moderate 6 figures and credit in the low 6 figures. All accounts have been handled as agreed. Please feel free to contact me with any questions using the information below.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry K. Holmes", is written over the word "Sincerely,". The signature is fluid and cursive, extending to the right with a long horizontal stroke.

Barry K. Holmes
Senior Vice President
336-889-1134
Bholmes@bbandt.com

RJB Education Equity Foundation

Description	June 30, 2016	June 30, 2017	June 30, 2018
BB&T Cash	6,476	73,083	144,335
Other Current Assets	-	-	22,387
Property and Equipment	376,041	380,953	380,943
Accumulated Depreciation	(29,864)	(34,665)	(55,422)
Other Assets	2,500	-	-
Other Current Liabilities	(41,882)	(513)	(9,055)
Long-Term Notes Payable	(211,177)	(169,985)	(145,932)
Unrestricted Net Assets	(217,591)	(127,205)	(248,873)
Management Fees	(1,520,574)	(1,753,245)	(1,301,946)
Contributions and Gifts	(11,929)	(6,246)	(6,269)
Other Income	-	-	(14,637)
Bank Fees	223	483	219
License Fees & Taxes	9,417	5,946	8,690
Professional Fees	133,356	118,991	60,450
Depreciation and Amortization	19,776	18,032	22,670
Utilities	5,171	4,244	4,488
Repairs & Maintenance	5,963	6,445	2,597
Rent Expense	379	1,004	0
Membership & Dues	13,554	7,087	6,244
Office Expense	23,078	11,146	19,365
Telephone	11,023	11,346	12,876
Advertising and Publishing	11,624	92,714	13,252
Insurance	16,568	23,057	26,423
Interest Expense	9,166	10,316	6,919
Salaries & Wages	1,085,665	1,005,724	832,625
Payroll Taxes	98,487	83,642	64,975
Employee Benefits	112,699	100,823	107,198
Travel and Staff Development	37,435	52,160	25,154
Meals & Entertainment	13,732	10,774	15,725
Vehicle Expense	3,567	13,830	12,211
Contributions	12,007	43,939	15,300
Community Events / Programs	-	15,087	-
Loss on Sale of Assets	-	1,438	-
Gain on Sale of Assets	-	(405)	(11,913)
Totals	-	-	-
Net Profit/(Loss)	(90,387)	121,668	77,384

From: Murray White <murraywhite@murraymwhiteinc.com>

Subject: RJBLA Quote

Date: August 31, 2018 at 8:59:19 AM EDT

To: 'James McNeil'

CC: buddy@7docf.org

Good Morning James,

Please find pricing as requested for the new school as requested:

Area	Coverage	Rate
General Liability	\$1,000,000	\$ 2,500
D&O	\$1,000,000	\$ 2,500
Property	\$ 250,000	\$ 1,000
Auto	\$2,000,000	\$ 1,250
Criminal (Min/Max)	\$ 250,000 to \$1,000,000	\$ 1,250
Misc.	\$5,000,000	\$ 2,500

Estimated annual premiums		\$11,000

Thank you for your business

M3

Murray M. White, III
Murray White Insurance Agency, Inc.
1911 N. Main St.
High Point NC 27262
336-889-4747 fax 336-889-7033

APPENDIX M

The Robert J. Brown Leadership Academy has a balanced budget based on ADM, state and federal funds, and *Other Funds*. *Other Funds* include the following:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Sale Tax	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
USDA Lunch	\$100,000	\$125,000	\$150,000	\$170,000	\$170,000
PRC-050	\$112,000	\$130,000	\$185,000	\$205,000	\$205,000
PRC-060	\$ 8,000	\$ 10,000	\$ 15,000	\$ 15,000	\$ 15,000
Total	\$235,000	\$280,000	\$365,000	\$405,000	\$405,000

Appendix N

Not applicable

APPENDIX O

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Appendix P:

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:

*Andrew Harris, Esq.
Wyatt Early Harris Wheeler, LLP*

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

Name of the Selected Board Auditor:

*Jay E. Sharpe, CPA, CFE
Rives & Associates, LLP*

- ❖ 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:

*Kimberly K. Norcross, M.A.Ed.
RJB Education Equity Foundation*

- ❖ 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:

*Kathy Davies
Acadia NorthStar, LLC*

- ❖ 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:

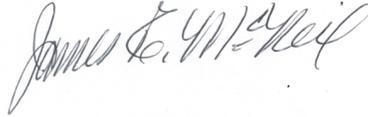
*Kathy Davies
Acadia NorthStar, LLC*

Date of Review:

September 21, 2018



Dr. Robert J. Brown



James E. McNeil



Brenda T. Williams



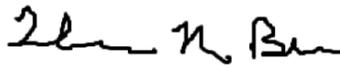
Cory Henry



Karl Robinson



Dionne Reeder



Tom Brown

Certification

I, **Robert J. Brown** 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 **The Children's Legacy DBA: Robert J. Brown Leadership Academy** Charter School is true and correct in every respect.



Dr. Robert J. Brown - Board Chair

To: Dave Machado – Director Office of Charter Schools

From: Dr. Robert J. Brown, Chairman: The Children's Legacy
Operating as the: Robert J. Brown Leadership Academy



RE: Fast Track opening

Date: September 5, 2018

The Brentwood School was built in 1940, when I five years old. This is a school that I was not allowed to attend due to the color of my skin. It stood as a beautiful facility that represented quality education during segregation. As an adult, I was a crucial part of enforcing de-segregation when I served as a Special Assistant to President Nixon in 1971. This school was abandoned and has not been used for years.

In 2008 the property was purchased by a church with the plan to build a community center. This never materialized, so the church is selling the property to us. We have the support of the community and the leadership of the city. The purpose is to revitalize the neighborhood, which has been underserved for decades.

The property is located at 1400 Brentwood Drive, High Point, NC (<http://taxweb.co.guilford.nc.us/CamaPublicAccess/BuildingDetails.aspx?REID=0186432&YearFor=2019&BldgCardNum=1>) There are two buildings on the campus, the original structure and an annex. The annex has a solid core, which will require renovation. According to our architects and contractors, which have worked with us on several projects, the renovation will take 90-120 days.

1. Unique mission and educational program.

The school will be targeting the underserved community surrounding the campus. It will be modeled after the best practices from Success Academies in New York, and Phoenix Academy in High Point. Both proven models.

2. Local, state, and national nonprofit partnerships are committed to assisting the school.

I have a long history of sitting on several large corporate boards. I am currently the longest serving board member of The National Urban League, in addition to serving on the Nixon Foundation Board of Directors, the Vice Chair of the High Point University Board, and a member of the Horatio Alger Association. The RJBLA Education Equity Foundation will be securing funds and sponsorships through annual fundraising galas on my birthday, starting in February of 2019.

3. Potential for economic and educational development of the region.

The City of High Point is very excited and looking forward to the resurrection of this boarded up historical building. Bringing it back to life will help revitalize the neighborhood.

4. Mentoring by a successful organization that has experience in creating public schools.

Over my 60 years of public service as a police officer, FBI Agent, advisor to Dr. Martin Luther King, President Mandela, President Nixon and others, I have personally mentored hundreds of young men and women who are now highly successful, productive members of our society. This school will be a continuation of this tradition.

5. Obstacles to educational reform efforts that leave chartering as an available option.

The schools neighboring Brentwood have continually been rated D and F for decades. This community has been neglected and underserved for too long. It is time to address and fix this problem.

6. Commitment to work with a successful charter school board as a guiding mentor.

I will be the founding Chair of this Board and have surrounded myself with some of my closest and most trusted advisers who have a broad base of experiences and knowledge. These individuals understand the need of being committed to making a difference in this community and beyond.

7. The length of time the Board of Directors has existed.

I have a 30 plus years relationship with the majority of our board members. Two board members I have worked with for the past year. However, all of these board members are highly qualified and highly motivated to guide this school.

8. Whether the proposed board has previously or currently operates a successful public charter school.

We have direct experience founding and operating experience in charters and decades of experience managing international schools for the US State Department across Europe and Asia, as well as local district schools.