

# 2022 NC CHARTER APPLICATION



NC Public Charters

## Organization Information

Organization Name \*

Liberty Charter Academy

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Telephone

3363122734

Fax

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Address

3 Wildrose Court

Unit/Suite

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Zip Code

27410

City

Greensboro

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State

North Carolina

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2022 NC CHARTER APPLICATION  
NC Public Charters





2022 NC CHARTER APPLICATION  
NC Public Charters



Primary Contact Name \*

Michelle Bardsley

Opening Year \*

2024

Is Management Organization Used

Yes  No

Management Organization Name

American Traditional Academies ATA

Primary Contact Relation To Board \*

Principal

Primary Contact Email \*

mbardsley@revolutionacademyk8.com

Management Organization Contact Name

Mary Catherine Sauer

Management Organization Phone

3364236614

Primary Contact Phone \*

3363122734

Management Organization Email

mcsauer@revolutionacademyk8.com

Primary Contact Address \*

3 Wildrose Court

Unit/Suite \*

Zip Code \*

27410

City \*

Greensboro

State \*

North Carolina



## 1. Application Contact Information

### Q1. Name of Proposed Charter School

Liberty Charter Academy

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

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

336-312-2734

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

Guilford County

### Q4. LEA/District Name

Guilford County Schools

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

27265

Q6. Was this application prepared with the assistance of a third party such as a consultant or Charter Support Organization (CSO) (<https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=10399&revid=hejlsIsh9eI7BC8rRkMVLthGg%3d%3d&ptid=amIgtZiB9plushNjl6WXhfiOQ%3d%3d&secid=lyc2NIZPsdzgEk6V6aj45g%3d%3d&PG=6&IRP=0>)?

- Yes
- No



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

American Traditional Academies (ATA)

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

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

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

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

**Q10. Projected School Opening Month**

August 2024

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

- Yes (Year-Round)
- No

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

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

**Resources**


Enrollment Summar...



Applicant Evidence :



EnrollmentSummary...

Uploaded on **4/28/2022**

by **Mary Catherine  
Sauer**

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

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

Resources



Enrollment Demogra...

Applicant Evidence :



Enrollment Demogra...

Uploaded on **4/28/2022**

by **Mary Catherine  
Sauer**

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





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

- I certify
- I do not certify

Q16. **Explanation (optional)**

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

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



## 2. Non-Profit Corporation Information

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

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

### Q17. Organization Type

- Non-Profit Corporation
- Municipality

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

- Yes
- No

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

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

- Yes
- No

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



John O'Day

7013 Mustang Ct.

Summerfield, NC 27358

**Q22. Federal Tax ID**

87-1816606



### 3. Acceleration

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

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

- Yes
- No



## 4. Conversion

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

- Yes
- No



## 5. Replication

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

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

Yes

No



## 6. Alternative

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

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

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

- Yes
- No



## 7. EMO/CMO

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

- Yes
- No

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

American Traditional Academies

3607 Birdsong Ct

Summerfield, NC 27358

Q88. EMO/CMO Website

[www.atacademies.com](http://www.atacademies.com) (http://www.atacademies.com)

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



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

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

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

**Q90. Attach Appendix A4.1: Executed Management Contract**

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

Total Files Count: 5

**Applicant Evidence :**


MANAGEMENT AGRE...

Uploaded on **5/13/2022**

by **Mary Catherine**

**Sauer**

**Q91. What other EMO/CMOs were pursued and why did the applicant select this one?  
Please include information regarding other management organizations' fees and**



**financial/academic records that led to the selection of the proposed EMO/CMO as the best fit for this proposed school.**

The board of LCA includes members who have applied to open a school, Revolution Academy: Bunker Hill (RABH), and members who currently sit on the board of Revolution Academy. While members are very familiar with other management companies, the ATA Core Knowledge curriculum and classical focus were attractive. Mary Catherine Sauer's experience in Guilford County, and her success opening three local charter schools, all of which are thriving, give the LCA board confidence that ATA will help LCA become an excellent school for students of Southwest Guilford County.

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

ATA is a new management company and does not currently manage any other schools.

**Q93. Describe how the governance structure will be affected, if at all, by the EMO/CMO, and particularly discuss how the board of directors of the charter school will govern the school independently of the EMO/CMO.**

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

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

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



**Q95. Explain how the contract includes measurable objectives whereby the charter school board can evaluate annually the performance of the EMO/CMO, and if necessary, terminate the contract without significant obstacles.**

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

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

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

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

- Yes
- No

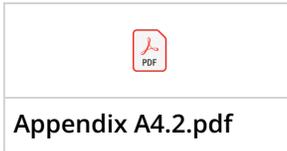
**Applicant Comments :**

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

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



Applicant Evidence :



Appendix A4.2.pdf

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

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

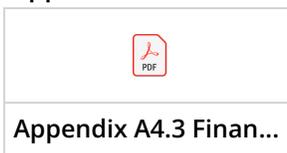
ATA is a new organization and is not currently managing any existing schools.

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

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

Total Files Count: 6

Applicant Evidence :



Appendix A4.3 Finan...

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

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

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



Applicant Evidence :



Appendix A4.4 Form ...

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



## 8. Mission Purposes, and Goals

### 8.1. Mission and Vision

The mission and vision statements, taken together, should:

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

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

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

Liberty Charter Academy will develop responsible and service-minded students who are prepared for secondary education through a foundation of rigorous academics, individual responsibility, character education, and parental partnerships.



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

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

The vision of the Liberty Charter Academy is for K-8 students to exemplify and demonstrate strong academic skills, character traits, and service mindsets daily as they mature and interact with the school community and prepare for secondary education. LCA students and staff will be a beacon of light and wisdom to the diverse communities in which they live. Students will take personal responsibility for their own decisions and actions. The four pillars of *rigorous academics, parental involvement, character education, and student responsibility* are the foundations that will be consistently reinforced and evident in the daily culture of Liberty Charter Academy.

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



Liberty Charter Academy (LCA) aspires to reflect the diversity of the Guilford County community. LCA will benefit all students who attend from diverse cultures, backgrounds, and experiences. The LCA board believes that a diverse student body will enrich student learning, relationships, and daily experiences. By having a variety of cultures, students will build solid interpersonal skills that will transfer into stronger community relationships and workplace preparedness.

The location of LCA is essential to serving a diverse population of students in Guilford County and surrounding areas. Current data indicates the High Point, NC ethnic demographics are 51% white, 35% African American, 7% Asian, 10% Hispanic or Latino (of any race). By targeting Jamestown, western High Point, and surrounding areas, we will have a balanced student population of various races, backgrounds, and socioeconomic groups. The following table represents the US Census Bureau 2019 Racial & Ethnic data from High Point, NC.

**2019 Racial & Ethnic Diversity**

Racial or Ethnic Category	Total
White Alone	51%
Black or African American Alone	35%
Asian Alone	7%
Other/two or more races	7%
Hispanic or Latino (of any race)	10%

*Source: 2019 Racial & Ethnic source: US Census Bureau, 2019*

The 2021 K-8 Guilford County Schools student enrollment data was as follows:

White 27.7%

Black 42.4%

Asian 7.4%

Hispanic 17.7%

Other 4.9%

source: <https://public.tableau.com/app/prole/guilford.county.schools/viz/EnrollmentSnapshot3Years/EnrollmentSnapsh3Years>



Liberty Charter School will provide reliable and safe transportation to community stops. They will also offer free and reduced lunches to those in need. Both are essential in serving Guilford County's diverse family demographics.

LCA Marketing activities will be designed to reach the diverse populations of the surrounding communities of Guilford County, Forsyth County, and Davidson County. Informational parent meetings will be scheduled monthly, along with implementing targeted advertising campaigns in email, newspaper, and direct mail. In addition, an LCA website and social media accounts will be used to reach prospective students on a weekly basis.

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



The local Guilford County High Point area schools are not overcrowded and there is a high level of parent dissatisfaction. Following is the Guilford County Schools, 3-year enrollment trend K-8.

<u>GCS ADM</u>	<u>GCS ADM</u>	<u>GCS ADM</u>
<u>2019-20 K-8</u>	<u>2020-21 K-8</u>	<u>2021-22 K-8</u>
<b>47,990</b>	<b>45,965</b>	<b>44,984</b>

Source: Enrollment Snapshot 3 Years | Tableau Public (<https://public.tableau.com/app/profile/guilford.county.schools/viz/EnrollmentSnapshot3Years/EnrollmentSnapshot3Years>)

Parents continue to seek and research other school options for their children. Liberty Charter School will provide a strong classical education academic option for students in the High Point/Jamestown, Western Guilford County, and surrounding Triad areas. Currently, Guilford County K-8 charter schools have a wait list of prospective students ranging from 350 to 1,500 for Fall 2021. Revolution Academy, a classical and Core Knowledge charter school has a waiting list of over 850 students for Fall 2022.

The academic performance outcomes of the High Point area GCS K-8 schools vary. The following table illustrates the 2018-2019 school report cards for High Point, NC Guilford County public schools. The economically disadvantaged students range between 21.4%-82%. The elementary school grade level proficiency for Math (levels 3-5) is 48% and the grade level proficiency for ELA Reading (levels 3-5) is 46.1%. The middle school grade level proficiency for Math (levels 3-5) is 42.7% and the grade level proficiency for ELA Reading (levels 3-5) is 50.9%.

Source: GCS School Report Cards, 2018-2019

The Liberty Charter Academy's academic plans are to implement Core Knowledge, Core Knowledge Language Arts, Shurley English, and Saxon math, all proven academic programs to raise the achievement level of every student. With a blend of the content-rich and rigorous curriculum, excellent teachers, proven instructional strategies, character education, and parental partnerships, we are confident that we will achieve our LCA mission and goals.



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

The total projected ADM for Liberty Charter Academy in year 5 is 727 students, which represents 1.57% of the LEA's ADM. (727/46,312) as of 2020-2021 school year.

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

Liberty Charter Academy will be founded using the Core Knowledge curriculum, a content-rich, comprehensive, and cross-curricular program that uses the classical trivium as well as support in the dialectic stage. Students will be introduced to common content that will expand their knowledge and understanding. Core Knowledge curriculum address students who come to school with broad experiences and understanding of different topics, while at the same time introducing students who have a limited knowledge base to concepts and topics that will help them succeed in school and throughout life.

This traditional approach will include a robust math curriculum, formal grammar instruction, the instruction and use of cursive handwriting, the use of original works of literature, Latin and logic instruction in the middle school grades, and a designated writing program. These academic foundations are a stark contrast to the local Guilford County Schools' focus on personalized learning and technology integration. LCA will be a limited technology school, thus students will not use computers on a daily basis.

Liberty Charter Academy will be the 3rd charter school in Guilford County to use the classical framework in grades K-8. While Guilford County is transitioning to using Core Knowledge Language Arts (CKLA) in the lower elementary schools, LCA will use CLKA in addition to the full Core Knowledge sequence that covers kindergarten through 8th grade with a robust, comprehensive, and cross-curricular program. This provides a stark contrast to our local LEA.

**Q107. Describe the relationships that have been established to generate support for the**



**school. How have you assessed demand for the school? Briefly describe these activities and summarize their results**

LCA is actively staying abreast of local charter school waitlists and communicating with potential families to attend Liberty Charter Academy. LCA completed a survey of families who will have school-age children in Fall 2024. These surveys include their need for parental choices in education, what they desire for their children's K-8 education, their commitment to be involved in their child's school, and their expectations of a well-run school. The surveys indicate a need for a charter school in the western area of High Point, Guilford County and the surrounding area. In summary, with over 260 surveys collected, 232 responded that they would apply for their child to attend Liberty Classical Academy should it be approved.

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

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

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

Total Files Count: 5

Applicant Evidence :



Evidence of Support....

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

**8.2. Purposes of the Proposed Charter School**

**Q109. Select one or more of the six legislative purposes the proposed charter will achieve, as specifically addressed in the NC charter school statute GS 115C-218, and the**



proposed school's operations. The Six Legislative Purposes of a Charter School are:

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

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



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

Teacher professional development is a priority at LCA. Teachers will collaborate with their grade-level professional learning communities (PLC's) weekly to design and plan for equitable instruction and resources for all students. Teachers will have the flexibility and freedom to be the instructional leaders of their classes, with each having a unique personality and skillset. LCA will provide teachers with the curriculum, tools, and resources needed to ensure high-quality and effective student-centered instruction and assessment.

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

At the beginning of the school year, teachers and staff will participate in workshops with Core Knowledge education industry representatives to fully comprehend and engage in the curriculum resources.

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

- LCA will offer Core Knowledge materials, resources, and instruction to raise the annual achievement level of all students to include the following:
  - Core Knowledge curriculum
  - Shurley English
  - Saxon Math
  - Cursive handwriting in grades 3-5
  - Latin in grades 6-8
  - Core Knowledge Language Arts (CKLA)

In addition to the core knowledge curriculum, we will implement the following:

- Optional short-day kindergarten
- Dress code/uniform
- Daily Assemblies (pledge, character traits, recognize exceptional students and staff, etc.)
- Transportation and lunch for students if needed
- Teacher assistants shared across grades
- Nationally normed testing in K-8 (NWEA MAP)



- Limited technology
- Onsite after school care - available for a fee through an independent provider
- Art, Music, PE, Enrichment (financial literacy, etiquette, keyboarding, career planning, etc.)
- Recess for grades K-5, 2X per day
- Recess for grades 6-8, 1X per day

### **Improving student learning.**

The implementation of classical education with Core Knowledge, Shurley grammar, and Saxon math curriculum provides a content-rich cross-curricular academic approach to reach all student learning levels. Excellent teachers and grade-level PLC's will regularly meet to plan instruction and review student assessment data and growth. Remediation strategies will be implemented to improve student understanding and proficiencies in all subjects. Relevant and accessible daily homework assignments will enhance student learning and outcomes. LCA will use the Multiple-Tiered Systems of Support (MTSS) process to address the academic needs of low-performing students. The School Support Team (SST) will use the MTSS for prevention and early intervention to struggling students. Parental partnerships will also be an important component to improving student learning.

### **8.3. Goals for the Proposed Charter School**

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



Liberty Charter Academy will seek to attain the following specific and measurable goals in the years to come.

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

Measured by Spring-to-Spring NWEA MAP testing

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

Measured Spring to Spring by NWEA MAP testing

**Goal 3: LCA students in grades 3-8 will achieve the following proficiency on NC EOG's:**

Year 1 – Reading 51%    Math 53%

Year 2 – Reading 53%    Math 55%

Year 3 – Reading 55%    Math 57%

Year 4 – Reading 57%    Math 59%

Year 5 – Reading 59%    Math 61%

**Strategies:**

Teacher grade level PLC's collaborate to create effective instructional strategies, assessments, and ongoing reviews of student outcomes

Teach curriculum with passion, creativity, and real-life examples

Protect instructional time with school schedules, events, etc.

Implement student interventions for struggling students: reteach, remediation, tutoring, differentiation, and other strategies

Create a summer program that encourages student ongoing learning and reduces learning loss

**Goal 4: LCA Students will learn important character traits and exemplify them in school and community weekly:**

Measured by participation in character education activities and recognizing classroom positive



behaviors

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

Measured by Parent participation in weekly/monthly events, volunteering, surveys, and conferences.

**Strategies:**

At least one parent will participate on the Governing Board

Parents will serve on board committees

A designated parent room will be available for daily use LCA will support an active PTO

Parent surveys will be implemented once or twice a year as needed Parent-teacher conferences will be held twice per year

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

1. Year 1 – 70%
2. Year 2 – 75%
3. Year 3 – 80%
4. Year 4 - 82%
5. Year 5 - 84%

Measured by Powerschool in the "homework" category

**Strategies:**

Homework will be appropriate per grade level, meaningful, relevant, and designed as review or practice.

Students will have resources to complete homework.

Support will be available for students who struggle.

Homework folders for all students will be checked daily by teachers.

Teachers will place a high value on homework completion.



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

2. Year 1 <= 20%
3. Year 2 <= 18%
4. Year 3 <= 16%
5. Year 4 <= 14%
6. Year 5 <= 12%

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

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

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

**Strategies:**

Budgets will be conservative and include a surplus

Expenditures will be necessary and within the board approved budget

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

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

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

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

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



we will achieve the goals of LCA.

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

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



## 9. Educational Plan

### 9.1. Instructional Program

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

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



## Major instructional methods

LCA will provide a classical education for grades K-8, with the foundations of rigorous academics, character education, parental partnerships, and individual student responsibility. A strong academic foundation will be the annual focus for all students to grow in their achievement and prepare for high school, post-secondary education, and future career.

All LCA students will gain the educational foundations from Core Knowledge, a content-rich, comprehensive, and engaging curriculum. The Core Knowledge founder E.D Hirsh, Jr explains in *Why Knowledge Matters*, "Only a well-rounded, knowledge-specific curriculum can impart needed knowledge to all children and overcome inequality of opportunity." In addition, English Language Arts courses will be based on the Shurley English program. The Core Knowledge Sequence will be used for content and skill guidelines for language arts, history and geography, visual arts, music, mathematics, and science, serving as a complement to our state course standards and outlines.

Enrichment courses of Art, PE, Music, and Latin will include the Core Knowledge Sequence which provides a co-curricular connection with the classical curriculum standards, which will aid in student retention of knowledge. The Enrichment course will include topics of financial literacy, etiquette, computer software, keyboarding, and other useful employable skills.

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

The LCA Character Education program will teach and reinforce a monthly character virtue to enhance and reinforce positive student emotional, interpersonal, and workplace character traits. The character education program will partner with the Bill of Rights Institute for educators to teach and demonstrate virtues day-to-day. Students who exemplify the traits will be recognized periodically during weekly assemblies. We will hold school-wide service projects throughout the year to allow students, staff, families, and community stakeholders to demonstrate the positive virtues to the benefit of recipients of the service projects.

## Assessment Strategies:

Teachers will assess students daily using formative methods to measure student learning and adjust instruction as needed to ensure student comprehension and application of curriculum



objectives. Summative assessments will occur as needed by unit and state curriculum standard objectives. The teacher PLCs will meet regularly to review student outcomes and adjust instruction as needed for student success and proficiency. Student growth will be measured using NWEA MAP computer- adaptive tests, 2-3 times per year

**Meeting the needs of the targeted student population:**

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

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

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

- Yes
- No

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



The Core Knowledge sequence will be the primary instructional platform with a classical education foundation while implementing Shurley English, CKLA, and Saxon Math.

#### **K-5**

Class sizes will range from 20 students in kindergarten and first grade to 27 students in grades 2-5. Students will be instructed in a heterogeneous self-contained setting, receiving all core instruction from one teacher. Students will have the opportunity to receive accelerated math instruction beginning in third grade and students will be grouped based on ability level with the possibility of taking math at the next grade level.

Students will also receive instruction in art, music, PE, or enrichment once per day while regular education teachers have common planning.

#### **6-8**

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

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



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

Core Knowledge is designed around several research-based premises:

- *Academic background knowledge is essential for understanding.* Every author has to assume that the reader has some common knowledge and understanding of the subject. Even a book about a farm will assume that students have some prior knowledge of things such as animals can eat plants, or that a pond is a body of water. Students without the necessary academic background knowledge will be at a significant disadvantage. Core Knowledge gives students specific, sequenced, background knowledge that will allow them to understand the new content they read.
- *The more one knows, the easier it is to learn more.* It is easier to learn and remember new facts or concepts when they can be connected to prior knowledge. Therefore, when new knowledge can be connected to prior knowledge, it is easier to assimilate, internalize, and retain. The CK emphasis on building knowledge makes it easier for students to learn new things.
- *Expertise is domain specific.* To have a solid understanding of something, to be good at thinking about something and finding solutions to problems, knowledge of that particular topic is essential. For example, a world class biologist would not be able to step into a physics lab and solve important physics problems efficiently. The biologist does not lack skills; rather, he lacks the domain specific knowledge that would make him a valuable member of the physics. In the same way, students need specific domain knowledge to be successful at reading and reasoning. CK helps students learn to read and comprehend a wide variety of texts by building their knowledge systematically across many domains.

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



and cultural differences that are part of his or her community, state, and world.

The Core Knowledge sequence is largely aligned with the Common Core, which is the basis for many of the NC Standards. Where the sequence does not provide the necessary support of the NC Standards, modifications to the LCA instruction will be made so that LCA students will be successful in the NC accountability model. One example of a place where the curriculum will be modified is 5th grade science. The attached curriculum outline reflects those changes.

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

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

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



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

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

1. A comprehensive, coherent curriculum, Core Knowledge, will be used with fidelity, across all grade levels. Teachers will ensure fidelity by meeting in Vertical Teams at the beginning, middle and end of each school year to align curricular content learning expectations for subsequent grade levels. Vertical Teams will be based on grade groupings for K-2, 3-5, and 6-8. Every teacher will then know all curricular content covered in each prior year as a prerequisite for instructional design and lesson planning for the current year. While students will transition to the next grade level with their own unique ability levels, academic mastery, and learning styles, teachers will know the exact content to which all students have been exposed in the prior year. This will provide for efficient use of instructional time.

2. An optimal mix of strategies will be used to assess student learning and adjust instructional design and delivery throughout the school year. The NWEA MAP will be administered two to three times per year. Teachers will use the results of this assessment to adjust instruction in order to ensure student mastery of instructional content. Teachers will also use frequent formative assessments, integrated into daily lesson plans, to further inform daily instruction. Grade level Professional Learning Communities (PLCs) will share common planning time during which they will analyze data from common and formal assessments, design additional common assessments as needed, and create lesson plans for the delivery of instructional content based on analysis of student performance data.

3. Interventions will be implemented to assist students who are struggling academically. Identification of academically struggling students will be determined through a combination of assessment results, evaluation results (grades), teacher observation of learning, student request for remediation, and parent request for remediation. These intervention strategies include individualized tutoring sessions provided by teachers and/or tutors before and after school at specified times. An additional intensive academic intervention for students who are identified as at serious risk for academic failure will be the development and implementation of a Personalized Education Plan (PEP).

4. Students for whom other academic interventions have not been successful, will be referred to the School Support Team (SST) by the student's teachers, administrators, or parent. The SST will assess each referral to determine an appropriate plan to ensure that each referred student is academically successful. This plan may include additional classroom interventions, individualized instructional strategies, referral to contracted specialists, or referral to the Exceptional Children team.



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

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

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

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

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

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



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

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

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

**Q125. Will this proposed school include a high school?**

- Yes
- No

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

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

Total Files Count: 5



Applicant Evidence :



Appendix B- Curricul...

Uploaded on **4/27/2022**  
by **Michelle Bardsley**

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

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

Applicant Evidence :



Appendix D- Liberty ...

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

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

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

Total Files Count: 15

Applicant Evidence :

	
<p>Sample Daily Schedu...</p>	<p>Weekly Schedule.pdf</p>

<p>Uploaded on <b>4/28/2022</b> by <b>Mary Catherine Sauer</b></p>	<p>Uploaded on <b>4/28/2022</b> by <b>Mary Catherine Sauer</b></p>
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## 9.2. Special Populations and “At-Risk” Students

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

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

Tier 1: Student achievement and growth are closely monitored by teachers weekly. Students receive high-quality and research-based instruction in all curriculum areas. If 80% of students do not meet the standards during Tier 1, instructional modifications will be made in this tier. Students who are not progressing in core instruction (CI) and appear to be at risk, will continue to receive strong core instruction and additional Tier 2 interventions.

Tier 2: This level of instruction and intervention is provided to students who are not meeting grade-level standards through core instruction. Interventions will be provided in addition to core instruction and occur outside the CI block. Tier 2 interventions are provided to small groups of students outside of the CI block time. For example, a 30 minute intervention time might be provided for a small group of students who are not meeting grade-level standards in 3rd-grade language arts. Continual review of student assessment data is used to determine the progress of individual students, and whether the interventions are effective. If not effective, a student may require a Tier 3 level of intervention.

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

**Q135. Describe the extent to which one or more of the founding board members has experience working with special populations (students with disabilities, students with**



504 Plans, ELs, students identified as gifted, and students at risk of dropping out). If no founding board members have experience working with special populations, describe the school's pre-opening plan to prepare for special populations.

The identified school leader, Mrs. Bardsley, has experience working with special populations, both as a classroom teacher and as an instructional coach and SST team member. Additionally, the LCA staff will be trained annually before the start of school through the professional development training sessions that are led by highly qualified EC staff. Board members will be familiar with the laws related to students in special populations, gifted, at-risk, disabilities, 504's, IEP's, and ELs.

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

1. Methods for identifying EL students (and avoiding misidentification).
2. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for EL students.
3. Plans for monitoring and evaluating the progress and success of EL students, including exiting students from EL services.
4. Means for providing qualified staffing for EL students.



Methods for identifying EL Students (and avoiding misidentification):

English Language Learners (ELL) are primarily identified by the home language survey sent home at the beginning of the school year. In addition, identification can be from a parent or teacher referral. In this case, the student will take the WIDA ACCESS placement test to determine potential Limited English Proficient (LEP) status. Parents will be an integral part of this process and consulted throughout each step.

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

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

Students will be tested periodically to evaluate their progress and determine if they qualify as an ELL. If students are not making adequate progress, additional strategies and interventions will be sought and implemented. Staff will continually communicate with the parents regarding the student's progress with strategies and interventions put in place.



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

1. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.
2. Plans for monitoring and evaluating the progress and success of gifted students; and means for providing qualified staffing for gifted students.

Liberty Charter Academy will not have a specific or separate intellectually gifted program. Instead, LCA plans to provide a challenging, academically rigorous program to all students and develop instruction to meet the needs of each student. The Core Knowledge curriculum provides a strong base of content that is sequenced to provide a solid background of knowledge and student growth. Classroom differentiation of instruction and acceleration will also help meet the needs of gifted students. Our move-up math program will challenge intellectually gifted students with the opportunity to progress in higher levels of math beyond their grade level.

### 9.3. Exceptional Children

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

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



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

LCA will hire or contract with licensed and highly qualified special education teachers. The annual staff training will include laws and processes to ensure compliance with the Individuals with Disabilities Education Improvement Act (IDEA), IDEA regulations, and Article 9 115C of the North Carolina General Statutes, North Carolina Policies Governing Services for Children with Disabilities.

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

The School Support Team will help identify students who may be eligible for special education services. Referrals will come from teachers, parents, staff, or administrators to the School Support Team (SST) where a preliminary evaluation will occur. The SST will make recommendations and obtain support from a students' parents to develop a preliminary plan. Recommendations will be based on either: 1) Research-based classroom interventions 2) Further formal evaluations

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

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

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



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

### **Requesting Records from previous schools**

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

### **Record Confidentiality (on-site)**

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

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

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

### **Record Compliance (on-site)**

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

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



**environment possible.**

To the maximum extent possible, LCA will educate students in the least restrictive environment with their non-disabled peers. When daily LCA instruction does not meet the needs of students who have been evaluated and found to be eligible for EC services, the school will adjust and amend the instruction to meet the needs of those students. LCA will treat each student as an individual and will personalize each education plan to meet the needs of each particular student. Some examples of strategies and supports that might be used include:

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

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



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

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

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

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

Each identified student in the Exceptional Children's program shall be assigned a case manager for coordination of all services pertinent to the student receiving a Free and Appropriate Public Education. The case manager shall be responsible for quarterly reviews of the IEP to ensure that each student is receiving all accommodations, related services, and regular education instruction.

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

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



Parents and relevant staff are an integral part of the IEP team and should be present for IEP meetings. The EC staff and the classroom teachers will be responsible for monitoring and ensuring the implementation of the IEP. The parents will be involved in the development and any adjustments made to the plan. Individual student IEP meetings will have an EC staff member, administrator, teacher, parent, and related services representative (as needed) to evaluate the results of the plan and make necessary updates and adjustments.

Classroom teachers will receive intensive and ongoing training to give them the skills needed to support the EC team and meet the requirements of all IEP's. Compliance with IEP plans will be monitored and included as part of each teacher's evaluation.

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

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

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

## 9.4. Student Performance Standards

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



Liberty Charter Academy will provide a rigorous classical education for students grades K-8 that will prepare students for a lifetime of achievement. Students and staff will be expected to display honorable character, personal & academic growth, and professionalism each year at LCA. LCA anticipates a student population with a wide range of experiences, abilities, and backgrounds from the High Point/Jamestown community.

The Liberty Charter Academy student academic goals are as follows:

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

Year 1 – Reading 51%    Math 53%

Year 2 – Reading 53%    Math 55%

Year 3 – Reading 55%    Math 57%

Year 4 – Reading 57%    Math 59%

Year 5 – Reading 59%    Math 61%

4. LCA Students will learn important character traits and exemplify them in school and community weekly.
5. At least 90% of LCA students will have a parent or guardian participate in the school community.
6. LCA students will demonstrate responsibility for their learning by achieving the following homework completion rates:

Year 1 – 70%

Year 2 – 75%

Year 3 – 80%

Year 4 - 82%

Year 5 - 84%

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



Year 1 <= 20%

Year 2 <= 18%

Year 3 <= 16%

Year 4 <= 14%

Year 5 <= 12%

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

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

The NWEA is a computer adaptive assessment that can give teachers specified feedback about each student's areas of strength as well as areas that need further development. Teachers and support staff will receive professional development in the interpretation and use of the NWEA data to inform and align instruction. Teachers will also use regular common assessments to measure student learning and adjust instruction as needed. Grade level Professional Learning Communities (PLC's) will meet to review aggregate student data to evaluate strengths and weaknesses and plan for additional and modified instruction as needed to improve student achievement.



**Applicant Comments :**

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

The NWEA is a computer adaptive assessment that can give teachers specific feedback about each student's areas of strength as well as areas that need further development. Teachers and support staff will receive professional development in the interpretation and use of the NWEA data to inform and align instruction. Teachers will also use regular common assessments to measure student learning and adjust instruction as needed. Grade level Professional Learning Communities (PLC's) will meet to review aggregate student data to evaluate strengths and weaknesses and plan for additional and modified instruction as needed to improve student achievement.

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

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

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

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



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

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

- Students will be able to read and interpret multiple forms of writing including poetry, fiction, and non-fiction.
- Students will have an understanding of the US government, its history, and governing documents.
- Students will have a basic understanding of the science topics as outlined in the Core Knowledge sequence.
- Students will have mastered grade-level and age-appropriate math skills and be prepared to enter a
- Math I or higher-level math course in 9th grade.

With the help of NWEA, as well as other assessments, students who are at risk of not meeting the objectives to successfully exit the 8th grade will be identified early, usually in previous grades, and appropriate interventions will be put into place to help the student achieve the goals to move onto 9th grade. When needed, Personal Education Plans (PEP's) will be used early on when a student is at-risk.

## 9.5. School Culture and Discipline

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



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

Our values and behaviors will reflect the following:

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

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



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

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

In our first two weeks of school, we will set aside time daily in our classrooms to introduce students to the school culture, ethos, expectations, policies, and procedures. We will practice procedures such as emergencies, fire drills, class lineups, and specific classroom processes. Also, teachers will facilitate team-building activities for students to get to know one another.

Students will attend daily assemblies during which they will learn of our school culture, ethos, and expectations. The assemblies will include the Pledge of Allegiance, a school creed, a character lesson, a celebration of an achievement, and other topics that the principal deems germane to the establishment and reinforcement of our school culture.

Daily classroom instruction will start with teachers greeting each student at the classroom entrance with a welcoming demeanor then continue with an organized lesson plan, engaging instructional activities, and educational resources for all students. Teachers will also lead students daily to demonstrate LCA's values and behaviors.

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

- 1. Practices the school will use to promote effective discipline.**
- 2. A preliminary list and definitions of the offenses which may result in suspension or expulsion of students.**
- 3. An explanation of how the school will take into account the rights of students with disabilities in regard to these actions that may or must lead to suspension and expulsion.**



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4. Policies and procedures disseminating due process rights, including grievance procedures, for when a student is suspended or expelled.



## **Practices that promote effective discipline**

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

## **Disciplinary Process**

### **Level 1:**

Minor infractions are defined as those that can be handled by the teacher and do not compromise the safety of others.

The teacher will correct the behavior and remind students of the proper way to act. If the inappropriate behavior is serious enough or a continuing problem the teacher will document the incident and notify the parents. Examples of Level 1 behavior include talking out of turn, failure to complete homework, refusal to participate, etc.

### **Level 2:**

More serious infractions are defined as those that compromise either student safety or the integrity of the school and/or educational process. These will be referred to the principal.

The principal will consult with the parents and student and formulate a corrective action plan that may include disciplinary measures. Possible disciplinary measures include but are not limited to in-school suspension, detention, suspension from athletic teams, and suspension from extra-curricular activities. Examples of Level 2 behavior include non-compliance with dress code, disrespect,



disruptive behavior, and leaving school grounds without permission.

**Level 3:**

The Level 3 violations are defined as recidivism of previous level 2 infractions, threatening the physical or emotional safety of others, or failure to successfully complete corrective action. Such violations will be referred to the principal who will consult with the student and parents and formulate a corrective action plan that may include an out-of-school suspension of no more than 10 days. Examples of Level 3 behaviors include harassing others, fighting, cheating, egregious disobedience to school personnel, and destruction of property.

**Level 4:**

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

**Discipline for Special Needs Students**

When considering disciplinary actions for students with special needs, the principal will review and consider, with the assistance and support of the EC team, any accommodations made as a result of the student's IEP or 504 status and whether the behaviors are a manifestation of the student's identified disability. If not, manifestation is determined, the team will decide on a plan designed to prevent such behavior in the future. If not manifestation is determined, the principal will use the Code of Student Conduct to determine an appropriate consequence. LCA will be in compliance of N.C. Gen. Stat. G.S. 115C-390.4.

**Policies and Procedures on Student Conduct**

The policies and procedures regarding student conduct will be clearly explained in our Student Handbook. Additionally, every notice of suspension will include an explanation of the student's rights including the appeal and grievance processes. The principal will recommend students for expulsion, but all expulsions will be approved by the Board of Directors. Parents of students who are suspended or expelled may appeal the suspension or expulsion to the Board of Directors commensurate with N.C. Gen. Stat. 115C-390.7, 115C-390.10, or 115C390.11.



## 9.6. Certify

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

- Yes
- No

Q154. Explanation (optional):

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

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



## 10. Governance and Capacity

### 10.1. School Governing Body

Q155. Organization Street Address (if you have one)

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

3800 Oak Ridge Rd

Summerfield, NC 27358

### 10.2. Governance

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

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

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

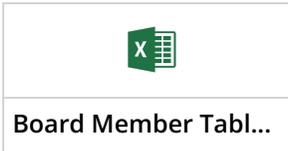
#### Resources



Initial Members of t...



Applicant Evidence :



Uploaded on **4/25/2022**

by **Mary Catherine  
Sauer**

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

The governing board will be ultimately responsible for all areas of the school's operation, including finance, academics, personnel, facilities, and student safety and performance. The board has contracted with American Traditional Academies (ATA) to oversee the day-to-day operations of the school, within the policies, budgets, and framework that the school board sets. ATA will be responsible for operating the school in compliance with the charter, NC law, SBE policies, and LCA board policies. ATA will supervise, support, and develop the selected principal and lead applicant, as well as the other administrators and staff.

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

The governing board will consist of 5-7 members. Currently, the board has 5 members with experience and expertise in governance, finance, business, education, and education administration.

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



The current LCA board has extensive knowledge and experience in key areas that will help the board effectively govern a public charter school. John O'Day and Victor Jones both have business experience as well as governing experience, each currently serving on their respective town or city councils. Jon Brewer currently serves on the board of Revolution Academy, a Guilford County charter school that successfully opened in 2020 with almost 400 students and is now moved into their new facility in Summerfield. Doug MacColl lives in High Point and is very connected to the community. His experience in sales and as a charter school parent will give the board a valuable perspective. AJ Miller has business leadership experience that involves knowledge of personnel issues, budgets, customer service, and logistics.

All of the LCA board members are active in their communities and are adept at finding ways to engage stakeholders and drive community support and interest for LCA.

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

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



While the governing board will bring vast experience in oversight and accountability, the staff of ATA comes with specific charter school experience. The combination of a strong governing board and an EMO with on-the-ground experience in successful charter openings and operations will ensure LCA's successful opening and operation.

The school principal will be directly supervised, supported, and evaluated by the experienced ATA staff. The board will, however, evaluate the performance of ATA and at least annually give feedback, in writing, about the principal performance and the school's operations. The rubric for feedback includes questions about how the school and ATA are meeting or not meeting expectations in regard to all of the school-wide goals that are part of the School Improvement Plan that the board approves every year.

There will be several ways that stakeholders are included in the decision-making process of the school. There will be a parent representative that serves on the board of directors and at least one parent on the School Improvement Team. Board members will be accessible to parents and community members, individually and through the public comment portions at all regular board meetings.

Parents and staff will be given surveys twice per year to get valuable feedback on all aspects of the school and help inform decisions.

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



Two of the current board members were part of the team that unsuccessfully applied for Revolution Academy: Bunker Hill. Because of complications with COVID and the opening of Revolution Academy, that board waited until 2021 to reapply. When looking at the demand for charter schools in Guilford County, the board decided that both Southeast and Southwest Guilford County needed more high-quality public school options.

As word spread about the possibility of more charter schools coming to Guilford County, several other community members enthusiastically joined the board, committed to making sure more families have access to an excellent education for their children. Out of a number of people who expressed interest in bringing a charter school to Southwest Guilford specifically, the current board members were chosen for their long-term commitment to civic engagement, their competence, their proven track record of good decision making, and their dedication to their communities.

Since applying in the last round, and based on the feedback from the CSAB, the board has been restructured to prevent the overlap of board members. Two board members have been added who have an enthusiastic commitment to opening a high-quality charter school in the High Point area.

The board partnered with ATA because of the strength of ATA's program and team members. Mary Catherine Sauer, an ATA partner, has an excellent reputation in the community for successfully launching and operating new schools that increase quality educational options for their communities. Mike Morley, another ATA partner, has extensive experience with developing and supporting new and existing charter schools in many states. ATA has further engaged people with diverse and essential skills such as Dennis English, who has experience in governance, community engagement, and school development, and Dr. Randy Shaver who has had a distinguished career as an educator and administrator. Meg Hayes has joined the ATA team to provide administrative support.

The LCA board currently has 5 of a possible 7 members.

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



Victor Jones currently serves on the High Point City Council and has a long history of extensive community service in the High Point/Jamestown area. Victor lives and works in High Point and is a passionate advocate and ambassador for the area. Matthew Schneider has a distinguished career at High Point University, located very near the targeted area. Doug MacColl is a resident of High Point and is very active in the community. Other board members, while not as intimately involved with the High Point/Jamestown area, have all been active in various aspects of the Guilford County LCA targeted student community areas.

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

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

**Q164. What kinds of orientation or training will new board members receive, and what kinds of ongoing professional development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.**

New board members will be required to follow a board member orientation plan that includes becoming familiar with applicable laws and policies and the Liberty Charter Academy program. LCA board members will receive ongoing training, facilitated by ATA, as part of the regular monthly board meetings, as well as annually at the board retreat.

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

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

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



The LCA board understands that a conflict of interest or even the appearance of a conflict of interest can damage its governing capacity and public trust. The board has a policy that prevents board members from participating in discussions and votes in which they may have a conflict of interest, has a requirement that each board member discloses any possible conflict that may arise, and requires them to sign an annual conflict of interest statement disclosing any possible or potential known conflict.

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

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

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

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

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

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



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

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

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

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

**Q169. Attach Appendix G Organizational Chart**

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

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

Total Files Count: 5

Applicant Evidence :


Appendix G Liberty....

Uploaded on **4/22/2022**

by **Meg Hayes**



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

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

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

**Resources**


Charter School Boar...

**Applicant Evidence :**


Board Resumes and ...

Uploaded on **4/27/2022**

by **Mary Catherine**

**Sauer**

**Q171. Attach Appendix I**

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

**for Each Board Member**

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

Total Files Count: 50

**Resources**


Charter School Boar...



Applicant Evidence :


Board Background F...

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

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

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

Total Files Count: 3

Applicant Evidence :


Bylaws Liberty.pdf

Uploaded on **3/23/2022**  
by **Meg Hayes**

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

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

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

Total Files Count: 5



Applicant Evidence :


Articles of Incorpora...

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

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

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

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

Resources


Staffing Chart Templ...

Applicant Evidence :


Staffing Chart Libert...

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

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



The Liberty Charter Academy board and principal will pursue hiring excellent teachers for every classroom using a series of strategies to aid in recruitment and retention. Those strategies include:

- Professional recruitment process. The LCA administration will thoroughly review applicant formal education, references, and work history in education, private industry, government, and other related career experiences that will benefit the diverse experiences of students at LCA. After the school start-up the first year, high-quality returning LCA teachers will assist in the recruitment process of additional staffing as the school ADM grows.
- Commitment to providing excellent teaching resources to our educators. Educators will be successful with LCA curriculum and with student relationships. Because LCA has a solid curriculum identified with CK, CKLA, Saxon Math, and Shurley Grammar, teachers will not have to use the internet to search for instructional resources and can spend time developing relationships with students and channeling their learning needs.
- Purposeful work that creates a culture of excellence with The LCA board and principal will work to promote growth mindsets with staff, students, and LCA community, where mistakes are an important part of success and teachers are free to share their successes and failures as they work together to improve student outcomes. Leadership will encourage open and honest communication that builds trust within the LCA staff.
- Professional and effective teacher professional development. LCA's instructional coach will work to develop meaningful, relevant, timely, and measurable professional development programs and strategies that ensure equity of teaching and progress in student growth. A continual reflective approach on strategies will allow for sharing of strengths and weaknesses with instruction in inclusive PLC settings. The school calendar will have Staff Development days throughout the year along with vertical and horizontal Peer Observations so that teachers can learn from each other and grow in their Teachers will also receive thorough curriculum and instructional training at the start of each school year to ensure confidence and proficiency in delivering instruction to students.
- Teachers will have input into the decision-making process at LCA and have opportunities to participate in the School Improvement Team (SIT), the Parent Teacher Organization (PTO), hiring, school committees, and board committees.

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



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qualifications, and discuss the timeline, criteria, and recruiting/selection process for hiring the school leader.



Liberty Charter Academy has chosen educator Michelle Bardsley to serve as the founding principal. Mrs. Bardsley has a career history of excellence in education and the private sector. She has passionately served in NC Public Schools for 13+ years as a Career and Technical Education teacher leader in the Business, Finance, Marketing, and IT high school career pathway courses. Michelle has led thousands of students towards high academic achievement and growth; as well as hundreds of students, to earn industry-wide Microsoft certifications. Michelle led the student Future Business Leaders of America (FBLA) club for 11 years, helping students gain exposure and career skills in business, finance, marketing, and IT through workshops, competitive events, and traveling to cities including NY, D.C., Charlotte, Orlando, and Hollywood.

Mrs. Bardsley is an education leader with her students, peers, and national educators. She successfully served on multiple school leadership teams including School Improvement Team (SIT), Southern Region Education Board team (SREB), Instructional Leadership Team (ILT), CTE Blue Ribbon Task Force team, and a CTE Career Advisory Team (CAT). She actively serves as a curriculum expert as a national Professional Development Counselor with MBA Research Institute and instructs educators in effective instructional strategies and curriculum for Face-to-Face and remote instruction. She has written courses with North Carolina Virtual Public Schools (NCVPS) and for NC DPI. Last, she leads workshops at the annual NC CTE conference to help educators improve instructional strategies and improve student outcomes. Over her years of service in Guilford County, she built relationships with many local employers, from the private industry and government sectors, to bring workforce training into her classrooms through STEM camps, field trips, guest speakers, and job shadowing experiences. She also worked to pursue and create a sustainable annual business scholarship at Grimsley High School.

Her expertise in the private industry brought a plethora of skills into education starting in 2007 as a lateral entry teacher. She served as a professional in business financial analysis, accounting department supervision, information technology analysis, and project leadership roles.

Mrs. Bardsley's four children attended Greensboro Academy; a K-8 charter school. This experience afforded her the parent perspective of a classical charter school setting, the rigorous curriculum, character education, and parental involvement needed for her children. She credits this academic foundation to her children's success in high school and post-secondary academic and leadership achievements.

She is also known for her community leadership by serving as a youth soccer and Pop Warner, cheerleading coach, scout volunteer, church worship team and youth mission's leader, Fellowship of Christian Athletes (FCA) board member, and Gate City Rotary club member.



With her expertise in the private industry and education, and service to her community, Mrs. Bardsley is a highly qualified and excellent choice for leading Liberty Charter Academy. In the fall of 2021, Mrs. Bardsley served as the Instructional Coach at Revolution Academy Charter School in Summerfield, NC. Serving on the lead administrative team and working in the day-to-day school operations will further equip her to serve as the founding principal of Liberty Charter Academy for fall 2024.

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

**Applicant Evidence :**


Michelle Bardsley re...

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

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

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

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



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

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



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

Principal \$80,000 - \$95,000

Assistant Principal \$60,000 - \$75,000

Instructional Coach \$53,000 - \$64,000

EC Teachers \$44,000 - \$54,000

Finance Officer \$42,000 - \$54,000

Clerical \$28,000 - \$38,000

Teacher Assistant \$28,000 - \$36,000

Classroom Teachers \$41,000 - \$62,000

Specials Teachers \$40,000 - \$58,000

Tutor \$36,000 - \$48,000

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

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

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



The employee grievance policy will offer employees a process for resolving situations in which the employee feels that he or she has been wronged. The first step in the grievance process is for the employee to speak to his or her immediate supervisor about the problem. If the immediate supervisor does not resolve the issue to the employee's satisfaction, a written grievance may be submitted to the principal. If the principal does not resolve the issue to the employee's satisfaction, then a written grievance can be submitted to the Board of Directors. If the immediate supervisor is the principal, steps one and two, a verbal and then written grievance can be submitted to the Board of Directors.

The principal, as the direct supervisor of the employees, will have the responsibility of evaluating and developing employees. If after an appropriate attempt to develop a staff member, the principal decides that the staff member is not a good fit for LCA, he or she may make a recommendation to the board for termination. In extreme cases, the principal may recommend immediate termination. The final decision to dismiss an employee will rest with the Board of Directors.

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

As with many public charter school employees, many LCA staff positions may have dual responsibilities. For instance, the office staff will be cross-trained and will share in the operational duties. Administrators will take on many roles including testing coordinator and ELL coordinator.

All employees with dual responsibilities will be funded through the general operating budget. EC teachers who are funded with federal EC monies will not have dual roles or responsibilities.

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



Based on other charter schools in the area, the anticipated EC population is 12% of ADM, or 45 students the first year. Liberty Charter Academy has budgeted for two full-time experienced, licensed, highly qualified EC teachers to serve those students. Additionally, LCA has budgeted for contracted services for EC students such as speech therapy, occupational therapy, and psychological services. The budget increases over time for EC as the ADM increases.

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

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

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



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

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

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

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

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

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

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



preferred.

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

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

#### 10.4. Staff Evaluations and Professional Development

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

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

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



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

The LCA instructional coach will serve as a mentor to all teachers. Additionally, new teachers will be assigned experienced teachers to serve as mentors. An important aspect of mentoring is the formal and informal observation process. Formal observations will be conducted in several different ways. First the principal and assistant principal will conduct formal observations at least once per semester. These observations will be followed up with feedback in a post-observation meeting with the administrator and teacher. Additionally, administrators and the instructional coach will conduct informal walk-throughs at least twice per quarter. Feedback from the informal walk-throughs will be given to the teacher on a paper form with a checklist of areas observed and brief comments. New teachers will have mentor observations with feedback and support quarterly.

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

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

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



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

**Formal:** The formal, state-wide development will be delivered internally, by administrators, instructional coaches, or external experts, on a specific topic. Formal development will include the 8 professional development days before school starts, 3 scheduled PD days on the school calendar, and during many of the bi-monthly staff meetings. The initial PD that is delivered by an expert Core Knowledge instructor will be followed up during the year with check-ins and a visit by outside Core Knowledge evaluators. During those visits, the outside evaluators will use the Core Knowledge implementation guide to provide the school with valuable feedback on their program. The principal will use the feedback from the outside evaluators to plan subsequent training.

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

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

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

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



The LCA staff development calendar includes 7 days of high-quality induction training before the first day of school. This training will involve a combination of professional external and in-house instruction. The external instructors will be included in the management company fee. Following is a summary of planned PD topics:

Classical Instruction - 1/2 day

Core Knowledge curriculum - 2 days

Domain Mapping - 1 day

EC Training - 1 day

Health and Safety (epi-pens, allergies, bloodborne pathogens, safety procedures, diabetes) - 1/2 day

LCA Orientation (calendar/communication/policies/procedures/evaluations) - 1/2 day

NWEA testing - 1 day Power School - 1/2 day

Saxon Math/Shurley English - 1 day

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



The LCA induction training is 7 days before classes begin in August. In addition, 2 additional staff development days are reserved on our annual school calendar. We will employ external experts as needed, as well as internal staff to lead professional development topics during the staff development days.

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

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

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

## 10.5. Marketing, Recruitment, and Enrollment

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

**Q190. Marketing Plan** Marketing to potential students and parents is vital to the survival of a charter school. Provide a plan indicating how the school will market to potential students and parents in order to reasonably reflect the racial/ethnic and demographic composition of the district in which the charter school will be located or of the special



**population the school seeks to serve: (G.S.115C-218.45(e)).**

LCA has a specific marketing plan that will help reach the goal of reflecting the racial/ethnic demographics of Guilford County and meet its enrollment targets. The school will use demographic information to target specific communities that are currently underserved by charter schools and other educational options. As bus stops are chosen, areas surrounding the bus stops will have mailings and outreach, while additional bus stops will be chosen based on student enrollment.

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

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

While word of mouth is likely to be a very effective means of raising community awareness about LCA, the specific marketing plan is designed to reach a large community. The marketing plan includes attending community events, paid advertising, social media, direct mail, email, and more.

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

LCA held two parent interest meetings at Revolution Academy on June 29 and July 20. LCA received a very positive response to the potential of a Jamestown/High Point charter school location.

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



The American Traditional Academies will be responsible for the marketing of the school. The LCA board will approve the detailed enrollment plan, carefully monitor the application and enrollment benchmarks, and participate in various events. The principal and admin team will be participants in the execution of the marketing plan. Following is a base marketing plan from the time LCA is approved to the opening in Fall 2024.

<b>Application Targets</b>					
<b>Month</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>
<b>Goal</b>	150	250	300	325	450

<b>Category</b>	<b>Strategy</b>	<b>Timeframe</b>
Social Media	Frequent posts across platforms including activities, pictures, and program information	Ongoing
Information Meetings	Once or twice per month at various locations	August 2023 - February 2024
Direct Mail	Targeting specific communities that will help achieve the targeted population	October 2023 - January 2024
Advertising	Billboards and other ads designed to reach a broad audience	October 2023 - February 2024
Community Events	Attend festivals, parades, etc.	September 2023 – August 2024
Community Outreach	Distribute flyers and brochures	September 2023 – February 2024

Q193. Describe how students will be given an equal opportunity to attend the school. Specifically, describe any plans for outreach to: families in poverty, academically low-achieving students, students with disabilities, English learners, and other students at-



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

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

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

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

## 10.6. Parent and Community Involvement

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

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

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



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

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



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

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

Examples of programs and events envisioned at LCA are:

Athletic sporting events (grades 6-8)

Band & Choral concerts

Curriculum Nights

Open House's

Parent orientations

LCA information meetings

Talent Show

Science Fair

Career Fair

Carnival

Field Day

After school clubs - Scouts, Art, Dance, Music, Math, Reading, Science, FBLA, Chess, & other

## 10.7. Admissions Policy



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

1. In no event may a lottery process illegally discriminate against a student on the basis of race, religion, ethnicity, gender, or disability.
2. A lottery process may not be based upon geographic boundaries, such as zip code or current public school attendance zones, unless the charter school is operated by a municipality OR the charter school was converted from a traditional public school. Municipal charter schools may give enrollment priority to domiciliaries of the municipality in which the school is located (G.S. 115C-218.45(f)(7)), and charter schools that were converted from traditional public schools shall give admission preference to students who reside within the former attendance area of the school (G.S. 115C-218.45(c)).
3. A lottery process that deviates from the standard lottery must be based upon the school's unique mission and must be based upon educationally, psychometrically, and legally sound practices, protocol, and research.

- Yes
- No

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

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

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



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

During the application process, applicants will be asked if they would like to be considered for economically disadvantaged status. If the applicant chooses, he or she may fill out the form that will determine if the family is considered economically disadvantaged. LCA will use the same criteria to determine economically disadvantaged status as it uses to determine eligibility for free and reduced lunch. Students who are economically disadvantaged are entered into the weighted lottery.

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

After the weighted lottery, any remaining students who did not get a spot are entered into the general lottery which will include all remaining spots. After all available spots have been filled, student names will be drawn and placed on an ordered waiting list for each grade.

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

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

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

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

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

**1. Tentative dates for the open enrollment application period, enrollment deadlines and**



procedures. \*Please be advised schools cannot accept applications until after final approval from the SBE.

2. Clear policies and procedures detailing the open enrollment lottery plan, including policies regarding statutory permitted student enrollment preferences.
3. Clear policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.
4. Explanation of the purpose of any pre-admission activities (if any) for students or parents.
5. Clear policies and procedures for student withdrawals and transfers.



Assuming SBE approval, the open enrollment period will run from September 15, 2023 to January 31, 2024. During that time parents may apply online or in person at LCA events.

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

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

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

Any student who applies after the open enrollment period will be put on the bottom of the waiting list in the order in which the applications are received.

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

There will be no pre-admission activities.

## 10.8. Certify



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

- Yes
- No

Q204. **Explanation (optional):**

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

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



## 11. Operations

### 11.1. Transportation Plan

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

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



## Transportation Oversight

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

Liberty Charter Academy plans to contract with a local service provider for the operation of two buses to community stops. Each bus can transport 60-80 students, allowing for the transportation of approximately 50% of the LCA initial student population. Preference will be given to students who are economically disadvantaged. The first-year budget includes transportation of \$100,000, increasing in year two as we service additional student populations. We will contract with First Student for our student transportation needs. They are an experienced service provider that provides transportation services to many area charter and district schools and follows applicable laws.

## Special Transportation Needs

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

## Transportation Compliance

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

### 11.2. School Lunch Plan



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

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

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

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

The LCA budget includes lunches for economically disadvantaged students of \$75,000 in year one and increases yearly with grade-level additions. The percentage of students planned for free and reduced lunches is 40%.

### 11.3. Civil Liability and Insurance

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

1. Errors and Omissions: one million dollars (\$1,000,000) per occurrence;
2. General Liability: one million dollars (\$1,000,000) per occurrence;
3. Property Insurance: For owned building and contents, including boiler and machinery coverage, if owned;
4. Crime Coverage: no less than two hundred fifty thousand dollars (\$250,000) to cover employee theft and dishonesty;
5. Automobile Liability: one million dollars (\$1,000,000) per occurrence; and

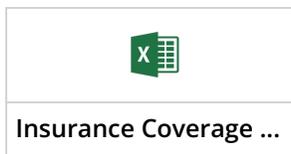


6. Workers' Compensation: as specified by Chapter 97 of NC General Statute, Workers' Compensation Law

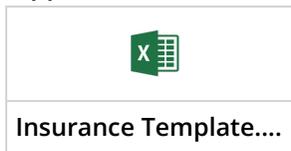
**Q207. Complete the attached table, indicating the amount of each type of coverage as outlined in a quote obtained from an insurance provider.**

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

#### Resources



#### Applicant Evidence :



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

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

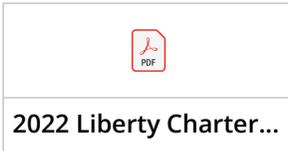
- The applicant must provide a quote from an insurance provider as part of this application (as Appendix L) to demonstrate the levels of insurance coverage and projected cost.

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

Total Files Count: 5



Applicant Evidence :



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

### 11.4. Health and Safety Requirements

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

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

Signature

### 11.5. Start-Up Plan

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



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applicable).



While not an exhaustive list, the following chart will serve as a guide for the pre-opening tasks from SBE approval to June 30, 2024. The principal, with the support of ATA staff, will be primarily responsible for overseeing the pre-opening tasks. She will be paid a salary that comes out of the pre-opening budget, approved by the board. Funds for the pre-opening tasks will be provided by a loan from ATA or by other means at the discretion of the LCA board.

<b>TASK TIMELINE</b>			
<b>Application Year January 2023 – June 2023</b>			
<b>Task</b>	<b>Beginning Date</b>	<b>End Date</b>	<b>Responsible Party</b>
Develop marketing package	SBE Approval	June	Principal
Locate temporary and back-up locations	SBE Approval	July	Principal, ATA, Board
Schedule marketing activities	SBE Approval	June	Principal
Continue development of permanent site	SBE Approval	July	ATA, Board
Recruit key staff	SBE Approval	July	Principal, ATA



Secure office, phone, fax, etc.	SBE Approval	June	Principal, ATA
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Set up financial accounts, processes	SBE Approval	June	Principal, ATA
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**Planning Year July 2023 - June 2024**

<b>Task</b>	<b>Beginning Date</b>	<b>End Date</b>	<b>Responsible Party</b>
Board/principal training	September	February	OCS, ATA
Locate temporary and back-up locations	July	January	Principal, ATA, Board
Continue development of permanent site	July	Ongoing	ATA, Board
Recruit full staff	November	April	Principal
Apply for 501c3	September	September	Principal, ATA
Set up application	August	September	ATA



2022 NC CHARTER APPLICATION  
NC Public Charters



Information Meetings (2x/month)	August	January	Principal
Direct mail drop (2 or more)	September	November	Principal, ATA
Develop policy manuals, handbooks, opening plan	January	June	Principal, Board
Order curriculum	February	March	Principal
Order furniture	February	March	Principal, ATA
Order computers, chromebooks, etc.	April	May	Principal
Secure internet, IT services	September	February	Principal, ATA
Execute EC related services contracts	April	May	ATA
Plan lunch vendors	May	June	Principal
Secure bus transportation services	April	June	Principal



## 2022 NC CHARTER APPLICATION NC Public Charters



Hold grade-level socials	June	July	Principal, Staff
Continue enrollment activities	February	June	Principal, Staff
Hold public lottery	February	February	Principal, ATA
Verify enrollment information	April	June	Principal, Staff
Request records	June	June	Principal
Review EC files	March	June	Principal, EC Staff
Schedule PD	March	June	Principal, ATA
Choose legal counsel, auditor	July	July	Board
Help establish PTO	February	June	Principal
Recruit substitute teachers	March	June	Principal



Register employees for benefits	May	June	Principal, Staff
Review and revise budget	April	May	Principal, Board
RTO Reports	September	May	Principal, Board
Renew/revise insurance	May	June	ATA

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



The biggest challenges for any new school are

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

The LCA board has contracted with ATA to help ensure a smooth, successful opening. Mrs. Bardsley, the identified principal, will oversee the pre-opening and planning year activities. The board, ATA staff, and school staff will work together to secure appropriate temporary, back-up, and permanent facilities.

One possible temporary facility has already been identified. After a temporary facility has been secured, a back-up facility will be identified, and planning will proceed from there.

ATA will give LCA a line of credit to ensure adequate start-up funds for all of the enrollment, marketing, procurement, and staffing that needs to be done before state funds are received. Funds will also be available for any unexpected obstacles that arise during the planning year. Should the LCA board choose to procure other start-up funds through donations, fundraisers, or other means, the amount of the ATA line of credit may be reduced.

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

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



Applicant Evidence :



Start-up Budget.pdf

Uploaded on **4/28/2022**

by **Mary Catherine  
Sauer**

## 11.6. Facility

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

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



The LCA board has already identified several appropriate sites for a permanent school facility. Upon approval the board, with the support and consent of ATA, will identify a site and start the process of acquisition. ATA will lead the process of developing the facility, including financing, design, and construction. Completion of phase I of construction is expected to be summer of 2025, allowing LCA to move into the permanent site at the end of their first year. Before obtaining a CO for a new facility, all required inspections will be completed.

One possible temporary location has been identified. It is close to the target area, has housed several charter schools, and already has an ECO. The identified temporary facility can accommodate up to 400 students, allowing LCA to open at full capacity. Upon approval, the board will evaluate all options and finalize a temporary facility that will allow the school to open in August 2024.

A back-up facility will also be identified. An adequate back-up facility will be within a reasonable distance from the target area and either have an ECO or it will be possible to obtain an ECO within a short timeframe.

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



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

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

4 EC classrooms/offices

Gym

Conference room

Parent room

7 offices

2-3 tutoring rooms

3 specials classrooms

Library

Playground space

Storage rooms

Janitor's closets

Teacher workroom

**Short-term Facility Plans:**

A possible temporary facility has been identified and the owners have indicated a willingness to lease space to LCA for their opening. The facility has space to accommodate the anticipated ADM of 376 students. It will have 16 classroom spaces, a gym space, and an auditorium that will be used for assemblies and specials. It also has several spaces that will be used for shared offices, and an EC office, and outside play space.

The budget accounts for a lease that is aligned with what other schools have paid for the same facility.

**Long-term Facility Plans:**



Several sites have been identified as locations for a possible permanent location. They are all close to the target area and have adequate acreage to house a facility for 730 students (20-30 acres.) Depending on the financing, the facility will likely be developed in stages, adding to the facility as the ADM grows. Based on an estimate of 2 years to complete, the permanent facility is expected to be ready to move in by the end of the first year of operation.

Though the construction industry is volatile at the moment, the budget estimates were arrived at using data from the recently completed Revolution Academy facility.

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



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

The permanent facility will have a designated parent room, helping support the pillar of parental partnership and keeping the school mission focused. Following is the list of space needs, as noted earlier in the application.

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

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

4 EC classrooms/offices

Gym

Conference room

Parent room

7 offices

2-3 tutoring rooms

3 specials classrooms

Library

Playground space

Storage rooms

Janitor's closets

Teacher workroom

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



**school location.**

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

**Q216.Facility Contingency Plan: Describe the method of finding a facility if the one the board has identified will not be ready by the time the public charter school will be opening. Include information regarding the immediate spatial needs of the school and identify any programs that will not be immediately offered because a permanent facility has yet to open.**

A possible temporary facility has already been identified, understanding that it is unlikely a new facility will be ready in August 2024. The identified facility has enough space to house the initial ADM of 376 without sacrificing any programs.

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

Jon Brewer serves on the Revolution Academy board, where he helped oversee the acquisition and development of that new 65,000 square foot facility. The board will be supported by the ATA team that includes Mike and Taft Morley who have many years of school development and construction experience.

**11.7. Certify**

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

- Yes
- No

**Q219.Explanation (optional):**



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

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



## 12. Financial Plan

### 12.1. Charter School Budget

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

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

Not applicable. There are no additional sources of revenue.

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

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

Total Files Count: 5

Applicant Evidence :


Liberty Charter Appli...

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

### 12.2. Budget Narrative



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

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

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

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

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

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

The break-even point is 368 students.

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

There are multiple contingencies that will be implemented if revenues are not what is anticipated. Staffing numbers will be adjusted, and expenditures will be reduced. Enrollment will be managed so that class sizes will be maintained, assuring a healthy and appropriate personnel budget for the ADM. Several roles could be eliminated or reduced to part-time if the enrollment is not what is anticipated such as the specials teachers, teacher assistant, and tutor.

**Q226. Does the budget rely on sources of funds other than state, county, and federal**



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

The operating budget does not rely on outside funds.

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

1:24

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

The LCA Board of Directors is comprised of professionals with a variety of experiences that will help ensure the financial health of the school. John O'Day and Victor Jones have managed complicated budgets while serving on their respective city or town councils. Several board members have run successful businesses, including Victor Jones and Jon Brewer. Additionally, Jon Brewer serves on the board of Revolution Academy, which secured a tax-exempt bond, completed a 65,000 sq.ft. facility, and finished the first year with a healthy surplus.

Collectively, the LCA board is qualified, enthusiastic, and capable of providing the proper oversight of the budget and operations of the school.



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

The enrollment of high-needs students with disabilities will indeed affect the budget for EC services, but a contingency plan is in place to ensure that the needs of all students are met. Two-full time EC teachers are already budgeted for, in addition to contracted services that include speech, occupational therapy, and other services. If more services are needed, including transportation or individual assistance, the budget will be adjusted to make sure that LCA can offer those services. Such adjustments may include delaying discretionary technology purchases and reducing the EMO management fee. If necessary, ATA will provide resources to cover additional expenses, ensuring that the educational needs of all LCA students are met.

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

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

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

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

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



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

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

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

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

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

The school has a goal of a surplus of at least 1-3% each year. Over time, the school will build a fund balance that will allow them to have some security and independence.

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

LCA plans to explore multiple options to finance the upfit and/or development of a school facility. The school plans to lease the facility until they are able to exercise the option to buy the facility.

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

LCA does not have any other assets from other resources.

### 12.3. Financial Compliance

**Q236. How will the school ensure adequate internal controls, including segregation of**



**duties, safeguarding of assets, accurate and adequate record keeping?**

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

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

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

There are no known or possible related party transactions.

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



**Darrell Keller, CPA**

P.O. Box 1028

Kings Mountain, NC 28086

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

**Rives & Associates, LLP**

4515 Falls of Neuse Rd, Suite 450

Raleigh, NC 27609

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

## 12.4. Certify

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

- Yes
- No

Q240. Explanation (optional):

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

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



**2022 NC CHARTER APPLICATION**  
NC Public Charters





## 13. Other Forms

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

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

### Resources



Charter School Requ...

### Applicant Evidence :



Required Signatures....

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



## 14. Third-party Application Preparation

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

- Yes
- No

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

American Traditional Academies, particularly the identified principal, assisted with the development of this application.

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

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



## 15. Application Fee

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

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

I understand

### Resources



2022 Payment Form....



## 16. Signature page

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

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

### Resources



### Applicant Evidence :



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

Q247. Please digitally sign your application here  
Signature



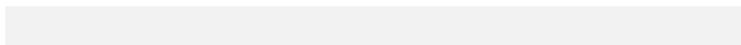
**Final Status**

Reject     Approve

**Approver Comments**

## WEEKLY SCHEDULE

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



## Start-up Budget

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

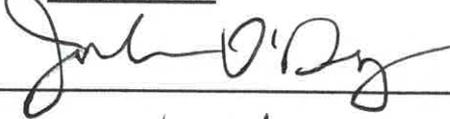
## Signature Page

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

Print/Type Name: John O'Day

Board Position: Chairman

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



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

4/20/2022

Sworn to and subscribed before me this 20<sup>th</sup> day of April, 2022.

Notary Public:  
*Lance Heater*  
Seal: \_\_\_\_\_

Official

My commission expires: 3-7,  
2023.

LANCE G. HEATER  
NOTARY PUBLIC  
Forsyth County  
North Carolina  
My Commission Expires 3-7-23

<b><u>Position</u></b>	<b><u>Year 0</u></b>	<b><u>Year 1</u></b>
Principal/School Leader		1
Assistant Principal		1
Instructional Coach		
Additional School Leadership		
Core Classroom Teachers		16
Specialized Classroom Teachers (e.g. special education, ELL, foreign language, etc.)		4
Exceptional Children Teachers		2
Tutors		1
Teaching Aides or Assistants		1
Finance Officer		1
Clerical		1

Year 2

Year 3

Year 4

Year 5

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



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

○ Name of the Contact for Selected EMO/CMO:

Mary Catherine Saver

○ Date of Review:

4/5/22, 4/7/22

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

■ [Signature]

■ [Signature]

■ [Signature]

■ [Signature]

■ \_\_\_\_\_

■ \_\_\_\_\_

■ \_\_\_\_\_

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

○ Name of the Contact:

N/A

○ Name of the Selected Financial Service Provider:

○ Date of Review:

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

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

○ Name of the Contact:

N/A

○ Name of the Selected PowerSchool Service Provider:

○ Date of Review:

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

■ \_\_\_\_\_

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**Certification**

I, John W O'Day, 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 Liberty Charter School is true and correct in every respect.

Signature John W O'Day

Date 4/20/2022

## SAMPLE DAILY SCHEDULES

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

# Michelle C Bardsley

Educator, business leader, and community advocate

3 Wildrose Ct  
Greensboro, NC 27410  
(336) 312-2734  
michellecbardsley@gmail.com

## EXPERIENCE

### Revolution Academy, Greensboro, NC – Instructional Coach

Aug 2021 - Present

Evaluate and implement the curriculum. Coach educators. Manage teacher licensure and accelerated reader programs. Conduct SST and staff observations and evaluations.

### Wake County Schools, Cary, NC -CTE BFM Teacher Leader

Nov 2019 - June 2021

Teach 9th-12th grade Marketing, Microsoft Excel, and Business Law

Lead students to achieve Microsoft Excel and Expert Excel certifications

Served on the Career Advisory Team - Marketing, Travel & Tourism with local community business and college stakeholders

Wrote Marketing Sales I & II courses for NCDPI CTE Sales Pathway

PD Counselor for MBA Research Institute-Lead national educators on instruction

North Carolina Virtual Public Schools – Online instructor, course lead marketing

### Guilford County Schools, GSO, NC - CTE BFM Teacher Leader

Aug 2007 - Oct 2019

Teach Business, Marketing, Finance, & Microsoft IT courses

Lead students to high growth and proficiencies in CTE curriculums and achieving Microsoft Office certifications

Serve on Instructional Leadership, School Improvement, Southern Region Educational Board, and CTE teacher conference teams

Advise Future Business Leaders of America (FBLA) and DECA clubs

Create and lead FBLA regional conferences and a STEM camp with UNCG/GTCC

Partner with local stakeholders -Ralph Lauren Corp, Syngenta, HAECO, Junior Achievement, PTAA, & UNCG for field trips, job shadowing, and guest speakers.

### Electronic Data Systems and Lucent Technologies - TX, England, DC, NC,

### GA, & MD -Financial Analyst - Accounting Supervisor - Business Analyst -

### IT Project Leader

July 1988 - Feb 2001

Create outlooks, budgets, and financial analysis for business division account managers.

Month-end close and staff supervision. IT Business Analyst and Project Leader using Systems Life Cycle processes and QA. Respond to RFPs for government contracts.

## EDUCATION

### Old Dominion University, Norfolk, VA — Bachelor of Science - Business

### Administration - Finance

GPA 3.39 Kaufman Honors Award,  
Resident Assistant, Director of  
Student Activities

Council, Summer Orientation  
Counselor, & Admissions Office  
Tour Guide

## SKILLS

Staff Development, Instructional  
Design & Assessment,  
Curriculum Implementation

Business Finance, Accounting,  
Marketing, PR, and IT Business  
Analysis

Technology integration

Leadership & Project Management

Conference Planning

## CERTIFICATIONS

Microsoft In the Classroom, MOS -  
Word & PowerPoint. A.S.K. -  
Business, Entrepreneurship, and  
Marketing

## COMMUNITY ENGAGEMENT

Westover Church - Worship Ministry  
Team, Gate City Rotary Club,  
Fellowship of Christian Athletes -  
Board Member, GC GOP - Assistant  
Secretary and TARS Advisor

## CHARTER MANAGEMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

### ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III**  
**TERM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VIII**  
**TERMINATION**

**A. Termination**

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

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

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

- d. ATA shall reasonably assist the School in the execution of a closure plan (if applicable) and cooperate in the closure process, including without limitation in any audits and court or other proceedings related thereto.
- e. ATA may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement.

**ARTICLE IX**  
**INSURANCE**

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

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

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

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

**ARTICLE XI**  
**INDEMNIFICATION**

- A. **Indemnification.** To the extent allowed by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other harmless from and against any and all third-party claims, actions, damages, expenses, losses, or awards which arise out of (i) the gross negligence or intentional misconduct of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to the Agreement. As used herein, "**Indemnified Party**" shall include the Party's trustees, directors, officers, employees, agents, representatives, and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

**ARTICLE XII**  
**MISCELLANEOUS**

- A. **Force Majeure.** Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either Party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in ARTICLE VIII of this Agreement.
- B. **Governing Law.** The rights of all Parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of North Carolina.
- C. **Attorney Fees.** In the event of a dispute arising from this Agreement, the Parties agree that in any resulting litigation proceeding(s) to enforce and/or interpret terms of this Agreement, the prevailing party in any such dispute shall be entitled to its attorney fees and other expenses related to such dispute from the other party.
- D. **Agreement in Entirety.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements between the Parties hereto.
- E. **Amendment.** This Agreement shall not be altered, amended, modified, or supplemented except by memorandum approved by the Board and ATA and signed by

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

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

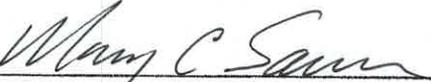
LIBERTY CHARTER ACADEMY  
7013 Mustang Ct.  
Summerfield, NC 27358

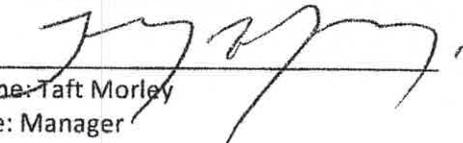
American Traditional Academies  
3607 Birdsong Ct  
Summerfield, NC 27358

- H. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same results as that contemplated by such term or provision.
- I. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to ATA powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.
- J. **Compliance with Law.** Each Party will comply with the Charter and laws applicable to the performance of such Party's obligations hereunder.
- K. **Indebtedness.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

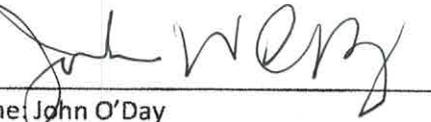
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

American Traditional Academies, LLC

By:   
Name: Mary Catherine Sauer  
Title: Executive Director

By:   
Name: Taft Morley  
Title: Manager

Liberty Charter Academy

By:   
Name: John O'Day  
Title: Board Chairman

## Enrollment Projections Year 1 through Year 5

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

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

**LEA #1:** 410-Guilford

What percentage of students from t

**LEA #2:** 340-Forsyth

What percentage of students from t

**LEA #3:** 290-Davidson

What percentage of students from t

Grade	Year 1			Year 2			
	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1
	410	340	290	410	340	290	410
Kindergarten	64	8	8	64	8	8	64
Grade 1	64	8	8	64	8	8	64
Grade 2	42	6	6	65	8	8	65
Grade 3	42	6	6	65	8	8	65
Grade 4	42	6	6	65	8	8	65
Grade 5	42	6	6	65	8	8	65
Grade 6				65	8	8	65
Grade 7							65
Grade 8							
Grade 9							
Grade 10							
Grade 11							
Grade 12							
<b>LEA Totals:</b>	<b>296</b>	<b>40</b>	<b>40</b>	<b>453</b>	<b>56</b>	<b>56</b>	<b>518</b>

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



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

icular level.

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

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

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

Year 3			Year 4			Year 5	
LEA #2	LEA #3	LEA #1	LEA #2	LEA #3	LEA #1	LEA #2	LEA #3
340	290	410	340	290	410	340	290
8	8	64	8	8	64	8	8
8	8	64	8	8	64	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
8	8	65	8	8	65	8	8
		65	8	8	65	8	8
64	64	583	72	72	583	72	72

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

## Budget: Revenue Projections from each LEA Year 1

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

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

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

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

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

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

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

LEA #1:	410-Guilford		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1
State Funds	\$5,929.66	296	\$1,755,179.36
Local Funds	\$2,809.00	296	\$831,464.00
State EC Funds	\$4,800.62	38	\$181,175.40
Federal EC Funds	\$1,514.35	38	\$57,151.57
<b>Total:</b>			\$2,824,970.33

LEA #2:	340-Forsyth		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1
State Funds	\$5,857.82	40	\$234,312.80
Local Funds	\$5,041.91	40	\$201,676.40
State EC Funds	\$4,800.62	5	\$24,483.16
Federal EC Funds	\$1,514.35	5	\$7,723.19
<b>Total:</b>			\$468,195.55

LEA #3:	290-Davidson		
Revenue	Approximate Per Pupil Funding	Projected LEA ADM	Approximate funding for Year 1
State Funds	\$6,007.19	40	\$240,287.60
Local Funds	\$1,246.78	40	\$49,871.20
State EC Funds	\$4,800.62	5	\$24,483.16
Federal EC Funds	\$1,514.35	5	\$7,723.19

Total:

\$322,365.15

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

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

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

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

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

Income: Revenue Projections	Year 1	Year 2	Year 3	Year 4
State ADM Funds	\$ 2,229,780	\$ 3,350,577	\$ 3,830,925	\$ 4,311,273
Local Per Pupil Funds	\$ 1,083,012	\$ 1,624,644	\$ 1,857,538	\$ 2,090,433
State EC Funds	\$ 230,142	\$ 345,825	\$ 395,403	\$ 444,981
Federal EC Funds	-	\$ 72,598	\$ 124,729	\$ 140,369
Other Funds*				
Working Capital*				
<b>TOTAL REVENUE:</b>	<b>\$ 3,542,933</b>	<b>\$ 5,393,643</b>	<b>\$ 6,208,595</b>	<b>\$ 6,987,056</b>

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

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



on federal funding in

Year 5	
\$	4,311,273
\$	2,090,433
\$	444,981
\$	140,369
<b>\$</b>	<b>6,987,056</b>

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

ix M.

**Personnel Budget: Expenditure Projections**

Budget Expenditure Projections	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary	Number of Staff	Average Salary	Total Salary
<b>Administrative &amp; Support Personnel</b>															
Lead Administrator	1	\$ 85,000	\$ 85,000	1	\$ 87,550	\$ 87,550	1	\$ 89,301	\$ 89,301	1	\$ 91,087	\$ 91,087	1	\$ 91,087	\$ 91,087
Assistant Administrator	1	\$ 66,000	\$ 66,000	1	\$ 66,990	\$ 66,990	1	\$ 68,289	\$ 68,289	1	\$ 69,655	\$ 69,655	1	\$ 69,655	\$ 69,655
Finance Officer	1	\$ 45,000	\$ 45,000	1	\$ 46,350	\$ 46,350	1	\$ 47,740	\$ 47,740	1	\$ 49,172	\$ 49,172	1	\$ 49,172	\$ 49,172
Clerical	1	\$ 30,000	\$ 30,000	1	\$ 30,900	\$ 30,900	1	\$ 31,827	\$ 31,827	1	\$ 32,781	\$ 32,781	1	\$ 32,781	\$ 32,781
Food Service Staff		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Custodians		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Transportation Staff		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>Total Admin and Support:</b>	<b>4</b>		<b>\$ 226,000</b>	<b>4</b>		<b>\$ 231,790</b>	<b>4</b>		<b>\$ 237,157</b>	<b>4</b>		<b>\$ 242,695</b>	<b>4</b>		<b>\$ 242,695</b>
<b>Instructional Personnel</b>															
Core Content Teacher(s)	16	\$ 48,000	\$ 768,000	23	\$ 48,410	\$ 1,113,430	26	\$ 49,378	\$ 1,283,828	29	\$ 50,366	\$ 1,460,614	29	\$ 50,366	\$ 1,460,614
Electives/Specialty Teacher(s)	4	\$ 47,000	\$ 188,000	4	\$ 48,410	\$ 193,640	4	\$ 49,378	\$ 197,512	4	\$ 50,366	\$ 201,464	4	\$ 50,366	\$ 201,464
Exceptional Children Teacher(s)	2	\$ 48,000	\$ 96,000	3	\$ 50,470	\$ 151,410	4	\$ 51,479	\$ 205,916	4	\$ 52,509	\$ 210,036	4	\$ 52,509	\$ 210,036
Instructional Support	0	\$ -	\$ -	1	\$ 55,000	\$ 55,000	2	\$ 56,650	\$ 113,300	2	\$ 57,783	\$ 115,566	2	\$ 57,783	\$ 115,566
Teacher Assistants	1	\$ 30,000	\$ 30,000	2	\$ 30,900	\$ 61,800	2	\$ 31,518	\$ 63,036	2	\$ 32,148	\$ 64,296	2	\$ 32,148	\$ 64,296
Tutors	1	\$ 40,000	\$ 40,000	2	\$ 41,000	\$ 82,000	2	\$ 42,230	\$ 84,460	2	\$ 43,496	\$ 86,992	2	\$ 43,496	\$ 86,992
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
<b>Total Instructional Personnel:</b>	<b>24</b>		<b>\$ 1,122,000</b>	<b>35</b>		<b>\$ 1,657,280</b>	<b>40</b>		<b>\$ 1,948,052</b>	<b>43</b>		<b>\$ 2,138,968</b>	<b>43</b>		<b>\$ 2,138,968</b>
<b>Total Admin, Support and Instructional Personnel:</b>	<b>28</b>		<b>\$ 1,348,000</b>	<b>39</b>		<b>\$ 1,889,070</b>	<b>44</b>		<b>\$ 2,185,209</b>	<b>47</b>		<b>\$ 2,381,663.00</b>	<b>47</b>		<b>\$ 2,381,663</b>

Benefits	Year 1			Year 2			Year 3			Year 4			Year 5		
	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total	Number of Staff	Cost Per	Total
<b>Administrative &amp; Support Benefits</b>															
Health Insurance	4	\$ 7,350	\$ 29,400	4	\$ 7,511	\$ 30,044	4	\$ 7,722	\$ 30,888	4	\$ 7,876	\$ 31,504	4	\$ 7,876	\$ 31,504
Retirement Plan--NC State			\$ -			\$ -			\$ -			\$ -			\$ -
Retirement Plan--Other	4	\$ 1,695	\$ 6,780	4	\$ 1,738	\$ 6,952	4	\$ 1,778	\$ 7,112	4	\$ 1,820	\$ 7,280	4	\$ 1,820	\$ 7,280
Life Insurance			\$ -			\$ -			\$ -			\$ -			\$ -
Disability	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400	4	\$ 600	\$ 2,400
Medicare	4	\$ 819	\$ 3,276	4	\$ 840	\$ 3,360	4	\$ 859	\$ 3,436	4	\$ 879	\$ 3,516	4	\$ 879	\$ 3,516
Social Security	4	\$ 3,503	\$ 14,012	4	\$ 3,592	\$ 14,368	4	\$ 3,675	\$ 14,700	4	\$ 3,761	\$ 15,044	4	\$ 3,761	\$ 15,044
	0	\$ -	\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
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			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
<b>Total Admin and Support Benefits:</b>			\$ 55,868			\$ 57,124			\$ 58,536			\$ 59,744			\$ 59,744
<b>Instructional Personnel Benefits</b>															
Health Insurance	24	\$ 6,077	\$ 145,848	35	\$ 7,016	\$ 245,560	40	\$ 7,101	\$ 284,040	43	\$ 7,200	\$ 309,600	43	\$ 7,200	\$ 309,600
Retirement Plan--NC State			\$ -			\$ -			\$ -			\$ -			\$ -
Retirement Plan--Other	24	\$ 1,434	\$ 34,416	35	\$ 1,619	\$ 56,665	40	\$ 1,638	\$ 65,520	43	\$ 1,661	\$ 71,423	43	\$ 1,661	\$ 71,423
Social Security	24	\$ 2,898	\$ 69,552	35	\$ 3,346	\$ 117,110	40	\$ 3,387	\$ 135,480	43	\$ 3,434	\$ 147,662	43	\$ 3,434	\$ 147,662
Disability	24	\$ 600	\$ 14,400	35	\$ 600	\$ 21,000	40	\$ 600	\$ 24,000	43	\$ 600	\$ 25,800	43	\$ 600	\$ 25,800
Medicare	24	\$ 814	\$ 19,536	35	\$ 686	\$ 24,010	40	\$ 706	\$ 28,240	43	\$ 721	\$ 31,003	43	\$ 721	\$ 31,003
Life Insurance			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
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			\$ -			\$ -			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -			\$ -			\$ -
<b>Total Instructional Personnel Benefits:</b>			\$ 283,752			\$ 464,345			\$ 537,280			\$ 585,488			\$ 585,488
<b>Total Personnel Benefits:</b>			\$ 339,620			\$ 521,469			\$ 595,816			\$ 645,232			\$ 645,232
<b>Total Admin &amp; Support Personnel (Salary &amp; Benefits):</b>	4		\$ 281,868	4		\$ 288,914	4		\$ 295,693	4		\$ 302,439.00	4		\$ 302,439
<b>Total Instructional Personnel (Salary &amp; Benefits):</b>	24		\$ 1,405,752	35		\$ 2,121,625	40		\$ 2,485,332	43		\$ 2,724,456	43		\$ 2,724,456
<b>TOTAL PERSONNEL:</b>	28		\$ 1,687,620	39		\$ 2,410,539	44		\$ 2,781,025	47		\$ 3,026,895	47		\$ 3,026,895

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

## Operations Budget: Expenditure Projections

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

<b>OPERATIONS BUDGET: Administrative and Support</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Office</b>			
Office Supplies	\$ 10,000.00	\$ 12,000.00	\$ 14,000.00
Paper	\$ 8,000.00	\$ 12,000.00	\$ 16,000.00
Computers & Software	\$ 50,000.00	\$ 14,000.00	\$ 12,000.00
Communications & Telephone	\$ 8,000.00	\$ 15,000.00	\$ 10,000.00
Copier leases	\$ 12,000.00	\$ 19,000.00	\$ 22,000.00
Other			
<b>Management Company</b>			
Contract Fees	\$ 496,010.00	\$ 755,110.00	\$ 869,203.00
Other			
<b>Professional Contract</b>			
Legal Counsel	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00
Student Accounting	\$ -		
Financial	\$ -		
Other	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Transportation	\$ 100,000.00	\$ 145,000.00	\$ 210,000.00
<b>Facilities</b>			
Facility Lease/Mortgage	\$ 325,000.00	\$ 1,380,000.00	\$ 1,380,000.00
Maintenance			\$ 48,000.00
Custodial Supplies	\$ 14,000.00	\$ 18,000.00	\$ 21,000.00
Custodial Contract	\$ 56,000.00	\$ 59,000.00	\$ 62,000.00
Insurance (pg19)	\$ 17,888.00	\$ 20,520.00	\$ 21,843.00
Other			
Equipment and Furniture	\$ 125,000.00	\$ 38,000.00	\$ 80,000.00
<b>Utilities</b>			
Electric	\$ 12,000.00	\$ 45,000.00	\$ 56,000.00
Gas			
Water/Sewer	\$ 2,000.00	\$ 9,000.00	\$ 11,000.00
Trash	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00

Other			
<b>Transportation</b>			
Buses			
Gas			
Oil/Tires & Maintenance			
Other			
<b>Other</b>			
Marketing	\$ 22,000.00	\$ 8,000.00	\$ 8,000.00
Child nutrition	\$ 75,000.00	\$ 114,750.00	\$ 142,290.00
Athletics			\$ 25,000.00
Substitutes	\$ 8,000.00	\$ 9,000.00	\$ 11,000.00
<b>Total Administrative &amp; Support Operations:</b>	<b>\$ 1,370,898.00</b>	<b>\$ 2,700,380.00</b>	<b>\$ 3,046,336.00</b>

<b>OPERATIONS BUDGET:</b>			
<b>Instructional</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Classroom Technology</b>			
Software	\$ 26,000.00	\$ 28,000.00	\$ 32,000.00
Other			
Computers	\$ 80,000.00	\$ 35,000.00	\$ 54,000.00
Instructional Equipment	\$ 16,000.00	\$ 16,000.00	\$ 28,000.00
<b>Instructional Contract</b>			
Staff Development			
Other			
EC Services	\$ 52,000.00	\$ 58,000.00	\$ 62,000.00
<b>Books and Supplies</b>			
Instructional Materials	\$ 85,000.00	\$ 34,000.00	\$ 44,000.00
Curriculum/Texts	\$ 140,000.00	\$ 44,000.00	\$ 85,000.00
Copy Paper	\$ 6,000.00	\$ 8,000.00	\$ 9,000.00
Testing Supplies	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
Other			
<b>Total Instructional Operations:</b>	<b>\$ 408,000.00</b>	<b>\$ 228,000.00</b>	<b>\$ 319,000.00</b>
<b>TOTAL OPERATIONS:</b>	<b>\$ 1,778,898.00</b>	<b>\$ 2,928,380.00</b>	<b>\$ 3,365,336.00</b>

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

Year 4	Year 5
\$ 16,000.00	\$ 16,000.00
\$ 16,000.00	\$ 16,000.00
\$ 40,000.00	\$ 40,000.00
\$ 4,000.00	\$ 4,000.00
\$ 22,000.00	\$ 22,000.00
\$ 978,187.00	\$ 978,187.00
\$ 4,000.00	\$ 4,000.00
\$ 22,000.00	\$ 22,000.00
\$ 210,000.00	\$ 210,000.00
\$ 1,580,000.00	\$ 1,580,000.00
\$ 48,000.00	\$ 48,000.00
\$ 28,000.00	\$ 28,000.00
\$ 64,000.00	\$ 64,000.00
\$ 22,410.00	\$ 22,410.00
\$ 100,000.00	\$ 100,000.00
\$ 61,000.00	\$ 61,000.00
\$ 12,000.00	\$ 12,000.00
\$ 3,000.00	\$ 3,000.00



Year 4		Year 5	
\$	32,000.00	\$	32,000.00
\$	60,000.00	\$	60,000.00
\$	28,000.00	\$	28,000.00
\$	64,000.00	\$	64,000.00
\$	94,000.00	\$	94,000.00
\$	135,000.00	\$	135,000.00
\$	10,000.00	\$	10,000.00
\$	5,000.00	\$	5,000.00
<b>\$</b>	<b>428,000.00</b>	<b>\$</b>	<b>428,000.00</b>

<b>\$</b>	<b>3,844,887.00</b>	<b>\$</b>	<b>3,844,887.00</b>
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## Overall Budget

<b>SUMMARY</b>	<b>Logic</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Total Personnel	J	\$ 1,687,620.00	\$ 2,410,539.00	\$ 2,781,025.00	\$ 3,026,895.00	\$ 3,026,895.00
Total Operations	M	\$ 1,778,898.00	\$ 2,928,380.00	\$ 3,365,336.00	\$ 3,844,887.00	\$ 3,844,887.00
Total Expenditures	N = J + M	\$ 3,466,518.00	\$ 5,338,919.00	\$ 6,146,361.00	\$ 6,871,782.00	\$ 6,871,782.00
Total Revenue	Z	\$ 3,542,933.08	\$ 5,393,642.78	\$ 6,208,595.18	\$ 6,987,055.54	\$ 6,987,055.54
Surplus / (Deficit)	= Z - N	\$ 76,415.08	\$ 54,723.78	\$ 62,234.18	\$ 115,273.54	\$ 115,273.54



# Liberty Charter Academy Evidence of Community Support

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

The only other schools in Guilford County that use the whole Core Knowledge Sequence in grades K-8 are Cornerstone Charter Academy and Revolution Academy. Both schools are in high demand. Cornerstone frequently has waiting lists that are over 1000 students. While Revolution Academy is just in its second year, it has a waiting list for 2022-23 of over 850 students. Revolution Academy has 117 students on the waiting list from the High Point area. That's 117 students whose parents are willing to commute to another community to give their children a great education like LCA will offer.

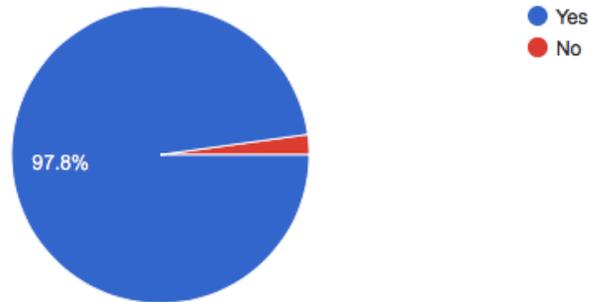
The classical model is also not offered in many schools in Guilford County. Only Revolution Academy offers a classical education for students in K-8 that is public and free to parents. That means that most parents who want a classical education for their children must either homeschool or enroll in private school.

The High Point/Jamestown area is one that doesn't have many high performing schools, leaving families with few great choices. Because LCA wants to make sure it is accessible to the most students possible, especially those traditionally disadvantaged, LCA will run buses that will expand the reach of the school to many areas of High Point.

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

Out of 262 respondents, 256 responded that they would be interested in sending their child to a classical, back to basics school, and 232 responded that they plan to apply to Liberty Charter Academy if approved.

Would you be interested in sending your child to a classical, back to basics K-8 charter school?



If this charter school is approved to open in Fall of 2024, will you apply to send your child there?





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

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



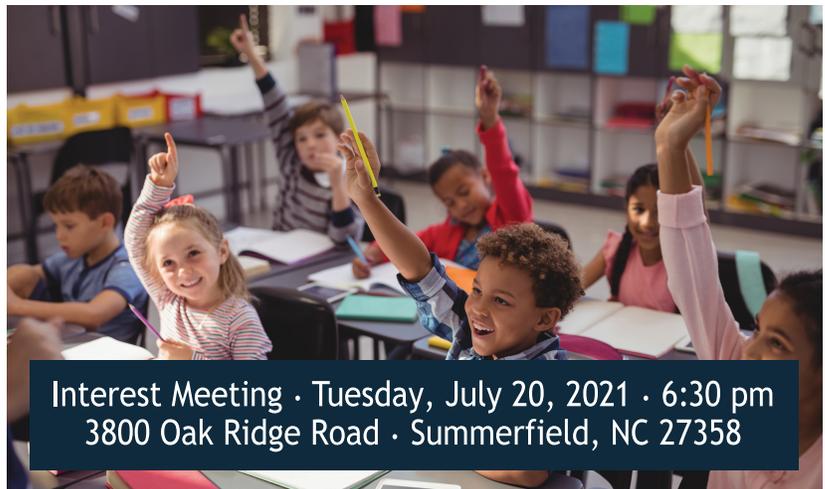
Interest Meeting · Tuesday, July 20, 2021 · 6:30 pm  
3800 Oak Ridge Road · Summerfield, NC 27358

[libertycharteracademyk8@gmail.com](mailto:libertycharteracademyk8@gmail.com)



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**Area of Proposed Coverage**

Comprehensive General Liability

Officers and Directors/Errors and Omissions

Property Insurance

Automobile Liability

Crime Coverage - Minimum/Maximum Amount

Worker's Compensation

Other Coverage

Total Cost

**Proposed Amount of Coverage**

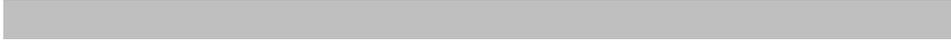
\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$1,000,000.00/occurrence

\$250,000.00 | \$250,000.00

\$500,000.00



**Cost (Quote)**

1,680

4,277

846

181

332

8,103

2,469

\$

17,888.00

Anticipated Racial/Ethnic Demographics (%)	% of Economically Disadvantaged Students	% of Students with Disabilities	% of English Language Learners
White - 51%    African American- 35% Hispanic - 10% Other - 4% Two or more races- 3% Asian - 7%	<b>40%</b>	<b>12%</b>	<b>2%</b>

**Academic  
School Year**

**Grade Levels**

**Total Projected  
Student Enrollment**

Year 1	K-5	376
Year 2	K-6	565
Year 3	K-7	646
Year 4	K-8	727
Year 5	K-8	727

# Bylaws of Liberty Charter Academy

## ARTICLE I Organization

Section 1. Name The Corporation's name shall be Liberty Charter Academy. The school shall be known as Liberty Charter Academy.

Section 2. Principal Office The corporation's principal office shall be located at 3800 Oak Ridge Rd., Summerfield, NC 27358. The Board of Directors may change the principal office from time to time.

Section 3. Fiscal Year The fiscal year of the corporation shall begin on July 1 and end on the following June 30.

## ARTICLE II Purpose

Section 1. Purpose The purpose of the corporation shall be the operation of a public charter school under the North Carolina General Statutes 115C-238.29 as now enacted or hereafter amended.

## ARTICLE III Members

Section 1. Members The organization shall have no members.

## ARTICLE IV Board of Directors

Section 1. General Powers The business of the corporation shall be conducted by a Board of Directors. Except as otherwise expressly provided by law, the Articles of Incorporation, or these bylaws, all of the power of the Corporation shall be vested in the Board of Directors.

Section 2. Number The number of the directors shall be 5 to 7 members. The actual number of directors shall be determined by the Board of Directors and may be changed from time to time by a vote of the Board of Directors.

Section 3. Founding Directors The founding board of directors shall consist of John O'Day, Matthew Schneider, Victor Jones, Jon Brewer, and Lisa Walker. The terms of the founding board shall begin upon the filing of the Articles of Incorporation and end at the following times: John O'Day, Matthew Schneider: June 2023, Victor Jones, Jon Brewer: June 2024; Lisa Walker: June 2025.

Section 4. Terms After the founding terms, the terms of the directors shall be 3 years, with no director serving for more than three consecutive terms, inclusive of the founding term. The terms of the directors shall be staggered so that no more than three director's terms will expire in one year.

Section 5. Election Directors shall be elected by a 2/3 vote of the directors then serving at the annual meeting of the Board of Directors.

Section 6. Vacancies Any vacancies on the Board of Directors shall be filled by a 2/3 vote of the remaining Directors.

Section 7. Qualifications After the founding terms, at least one director, but no more than two, shall be a parent or guardian of an enrolled student of Liberty Charter Academy.

Section 8. Removal Any director may be removed with or without cause by a 2/3 vote of the directors serving at the time. Directors must be notified of the request for removal at least 5 days in advance of the meeting in which the removal will be voted upon.

Section 9. Conflict of Interest If a matter before the board places a director in a conflict of interest between the interests of the corporation and the interest of the director, or the director's family or business, the director shall inform the Board of Directors. The director with the conflict shall be prohibited from participating in discussions and votes on that matter. Each director shall annually sign a conflict of interest policy that shall be kept on file at the principal office of the Corporation.

## ARTICLE V Meetings

Section 1. Regular Meetings The Board of Directors shall hold regular monthly meetings at a time and place designated by the Board of Directors.

Section 2. Special Meetings Special Meetings of the Board of Directors may be called by the chairman or a majority of the members of the Board of Directors. Directors shall be given a minimum of 48 hours notice of any special meeting and all meetings shall comply with the open meetings laws.

Section 3. Annual Meetings Annual meetings of the Board of Directors shall be held in June of each year at a date and time to be determined by the Board of Directors.

Section 4. Emergency Meetings Emergency meetings of the Board of Directors may be called by the chairman or a majority of the directors then serving.

Section 5. Quorum A quorum for conducting business of the Board of Directors shall consist of a majority of the directors then serving.

Section 6. Participation At any meeting, directors may participate by any electronic means that allows all participating members to simultaneously hear and speak to each other during the meeting. A director participating in this type of meeting shall be considered present at the meeting.

Section 7. Manner of Acting Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a properly called meeting of the directors in which a quorum is present shall be the act of the Board of Directors.

Section 8. Compliance with Open Meetings Laws Notwithstanding any other provision of these Bylaws, the corporation shall comply in all respects with the North Carolina Public Schools Law, code section 115C-4 and any corresponding provision of subsequent North Carolina law, in connection with all regular, special, or emergency meetings of the Board of Directors.

## ARTICLE VI Officers

Section 1. Officers The Corporation's officers shall consist of a chairman, a vice-chairman, a secretary, and a treasurer. Each officer shall have such authority and perform such duties as the Board of Directors may from time to time determine. No officer shall act in more than one capacity when the actions of two or more officers are required.

Section 2. Election Officers shall be elected by a majority vote of a quorum at the annual meeting. Each officer shall hold office until his death, removal, resignation, or disqualification or until his successor has been elected.

Section 3. Removal Any officer may be removed with or without cause by a majority vote of the Directors at any regular or special meeting.

Section 4. Terms Each officer shall hold office for a term of one year.

Section 5. Vacancies Any vacancy shall be filled by a majority vote of the Board of Directors at any regular or special meeting.

Section 6. Chairman The chairman shall be the principal executive officer of the corporation and, subject to the ultimate authority of the Board of Directors, shall oversee the general management of the business affairs of the corporation. He shall preside at meetings of the Board of Directors, appoint members of Board committees, and set the agenda for meetings of the Board of Directors. He may sign and execute instruments in the name of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. He shall perform other duties incident to the office of the chairman and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 7. Vice-Chairman In the absence of the chairman or in the event of his death, inability, or refusal to act, the vice-chairman shall perform the duties of the chairman, and when so acting shall have all of the powers of and be subject to all the restrictions of the chairman. The vice-chairman shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 8. Secretary The secretary or a designee shall ensure that minutes of the meetings of the Board of Directors are kept. He shall see that all notices of meetings of the directors are duly given in accordance with these Bylaws and the North Carolina open meetings laws. He shall have charge of the books, records, and papers of the Corporation. He shall perform all duties incident to the office of secretary and such other duties that from time to time may be assigned to him by the Board of Directors.

Section 9. Treasurer The treasurer shall have charge and be responsible for all funds and securities, receipts, and disbursements of the Corporation. He or a designee shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board of Directors. He shall in general perform all of the duties incident to the office of treasurer and such other duties that from time to time may be assigned to him by the Board of Directors.

## ARTICLE VII Committees

Section 1. Standing Committees The Board of Directors shall have three standing committees: Finance, Governance, and Academic. Each Director shall serve on at least one committee.

Section 2. Ad Hoc Committees The Board of Directors may from time to time create other committees necessary for carrying out the business of the board.

ARTICLE VII  
Contracts, Loans, Checks, and Deposits

Section 1. Contracts The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by at least two such officers or designees as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors may select.

ARTICLE VIII  
Personal Liability

Section 1. Personal Liability A director of this Corporation shall not be liable personally for any debts of this corporation. A director shall not be personally liable to the Corporation for monetary damages arising out of any action, whether by or in the right of the Corporation or otherwise, for any breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of the breach knew or believed were clearly in conflict with the best interests of the Corporation, (ii) any liability under N.C.G.S. 55A-8-32 or N.C.G.S. 55A-8-3, (iii) any transaction from which the director derived an improper personal financial benefit. If the North Carolina General Statutes are amended after the date of these Articles to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the North Carolina General Statutes, as so amended. No amendment or repeal of the provisions of this Article VIII shall apply or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any act or failure to act on the part of such director occurring prior to such amendment or repeal. The provisions of this Article VIII shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability which has not been eliminated by the provisions of this Article VIII.

ARTICLE IX  
Indemnification

Section 1. Indemnification The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, proceeding by or in the right of the corporation) by reason of the fact that he is or was a director, officer, committee member, member, agent, or employee of the corporation or is or was serving at the request of the corporation as a member, director, officer, agent or employee of another entity, against expenses including attorneys' fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted, or failed to act, in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person acted or failed to act other than in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

ARTICLE X  
Amendments

Section 1. Amendments These Bylaws may be amended by a 2/3 vote of a quorum present at any regular or special meeting provided that written notice of any proposed changes to the Bylaws are included in the notice of the meeting of the Board of Directors. Proposed changes to the Bylaws shall be submitted to the Office of Charter Schools for approval.

## CHARTER MANAGEMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

### ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### TERM

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

### ARTICLE IV

#### OBLIGATIONS OF ATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VIII**  
**TERMINATION**

**A. Termination**

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

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

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

- d. ATA shall reasonably assist the School in the execution of a closure plan (if applicable) and cooperate in the closure process, including without limitation in any audits and court or other proceedings related thereto.
- e. ATA may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement.

**ARTICLE IX**  
**INSURANCE**

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

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

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

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

**ARTICLE XI**  
**INDEMNIFICATION**

- A. **Indemnification.** To the extent allowed by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other harmless from and against any and all third-party claims, actions, damages, expenses, losses, or awards which arise out of (i) the gross negligence or intentional misconduct of the Indemnifying Party, (ii) any action taken or not taken by the Indemnifying Party, or (iii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to the Agreement. As used herein, “**Indemnified Party**” shall include the Party’s trustees, directors, officers, employees, agents, representatives, and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

**ARTICLE XII**  
**MISCELLANEOUS**

- A. **Force Majeure.** Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either Party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in ARTICLE VIII of this Agreement.
- B. **Governing Law.** The rights of all Parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of North Carolina.
- C. **Attorney Fees.** In the event of a dispute arising from this Agreement, the Parties agree that in any resulting litigation proceeding(s) to enforce and/or interpret terms of this Agreement, the prevailing party in any such dispute shall be entitled to its attorney fees and other expenses related to such dispute from the other party.
- D. **Agreement in Entirety.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements between the Parties hereto.
- E. **Amendment.** This Agreement shall not be altered, amended, modified, or supplemented except by memorandum approved by the Board and ATA and signed by

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

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

LIBERTY CHARTER ACADEMY  
7013 Mustang Ct.  
Summerfield, NC 27358

American Traditional Academies  
3607 Birdsong Ct  
Summerfield, NC 27358

- H. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same results as that contemplated by such term or provision.
- I. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to ATA powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.
- J. **Compliance with Law.** Each Party will comply with the Charter and laws applicable to the performance of such Party's obligations hereunder.
- K. **Indebtedness.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

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

American Traditional Academies, LLC

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

Name: Mary Catherine Sauer

Title: Executive Director

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

Name: Taft Morley

Title: Manager

Liberty Charter Academy

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

Name: John O'Day

Title: Board Chairman

# John W. O'Day, PMP

Summerfield, NC · 336-392-6517 · john.oday.jr@gmail.com · <http://www.linkedin.com/in/johnwodayjr>

## PROFESSIONAL EXPERIENCE

**FluidEdge Consulting, Malvern, PA 2015 – Present** *Vice President, Technology & Innovation Practice Lead*

**TriZetto Corporation, Denver, CO 2012 – 2015** *Program Director/Senior Project Manager*

**Hewlett-Packard, Enterprise Services, Palo Alto, CA 2004 – 2012** *Implementation Manager*

**Electronic Data Systems, Plano TX 2000 – 2004** *Product Support Lead*

**Electronic Data Systems, Plano TX 1995 – 2000** *Systems Engineer*

## CIVIC and VOLUNTEER EXPERIENCE

**Town of Summerfield, North Carolina 2015 – Present** *Town Council Member*

**Trails and Open Space Committee, Summerfield, NC 2013 – 2015** *Member*

**Susquehanna Appalachian Trail Club, Harrisburg, PA 2007 – 2011** *Director*

**Historic Gettysburg/Adams County, Gettysburg, PA 1989 – 1991** *Director*

## EDUCATION and CERTIFICATIONS

### **Bachelor of Science**

*Shippensburg University,*

*Shippensburg, PA*

Major: Computer Science

### **Associate of Arts**

*Harrisburg Area Community College,*

*Harrisburg, PA*

Major: Mathematics Education

### **Project Management Professional**

*Project Management Professional*

*PMP Number: 1940878*

*July 17, 2017- Present*

## Charter School Board Member Information Form

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

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

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

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve: *Centerpoint Classical Academy*

2. Full name: John W. O'Day

Home Address: 7013 Mustang Court

Business Name and Address: FluidEdge Consulting 10 Mystic Lane Malvern, PA 19355

Telephone No.: 336-392-6517

E-mail address: john.oday.jr@gmail.com

3. Brief educational and employment history.

*Please see attached resume.*

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No: X

Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

*I expressed my desire and willingness to serve on other Charter School Board of Directors, and was asked if I'd like to serve on this Centerpoint Classical Academy board. I believe the southeast Guilford County area is in need of good schools and I'd like to be a part of the solution for that area.*

6. What is your understanding of the appropriate role of a public charter school board member?  
*The role of the charter school Board of Directors is to set the policy, strategic direction, and budget for the school. Additionally, the board plays a critical role in the oversight of administration of policy, direction and performance against established goals and direction. It is important the board focus on strategy and oversight, while the school administration executes that strategy on a day-to-day basis.*

Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

*I have served on the Summerfield Town Council for the last six years. This Board operates based on a Council-Manager form of government, which closely mirrors how I believe a charter school board should operate. I also served on the Board of Directors for the Susquehanna Appalachian Trail Club for 4 years. As a consultant in the Healthcare industry, I work with health plans to determine strategic direction. I am a certified Project Management Professional (PMI).*

7. Describe the specific knowledge and experience that you would bring to the board.  
*I'm a lifelong learner who values my education and the difference it's made in my life. My daughter, and many of her peers, have flourished in a public charter school environment. I want to bring those opportunities to other children in Guilford County. As a professional executive, I have built teams and stewarded large, strategic projects to completion to support the strategic goals of my clients. As a Town Council Member, I have worked with the Council and Staff to develop 6 balanced budgets, as well as complete projects to improve and add quality of life to our community.*

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
*I believe Centerpoint Classical Academy (CCA) will graduate good citizens employing the four pillars of character education, parent involvement, rigorous academics, and student responsibility.*
2. What is your understanding of the school's proposed educational program?  
*CCA will use a traditional, classical education program centered around the Core Knowledge sequence.*
3. What do you believe to be the characteristics of a successful school?  
*Happy, safe students, satisfied parents, good educational outcomes, waiting list, low teacher and student attrition, and financial solvency.*
4. How will you know that the school is succeeding (or not) in its mission?

*The school will be succeeding if it is making adequate progress towards measurable goals, which includes graduating good citizens, who are well prepared for the next stage in their life.*

## **Governance**

1. Describe the role that the board will play in the school's operation.  
*The board will set the strategic direction, govern the school, create/oversee the budget, and contract with our management partner for the day-to-day school operations.*
2. How will you know if the school is successful at the end of the first year of operation?  
*A successful first year will see a fully constructed school facility, low student attrition, low staff attrition, high rates of parent satisfaction, and student growth.*
3. How will you know at the end of five years of the schools is successful?  
*Success at five years will mean high student achievement, high parent satisfaction, low student and teacher attrition, as well as a full school with a waiting list. Additionally, CCA will be able to demonstrate progress toward our measurable goals.*
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
*The board will need to closely monitor the financial, academic, and governance health of the school, as well as progress toward strategic objectives. The board will need to course correct, as necessary to keep our school on track.*
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
*The actions of the board need to be above reproach. If there is a problem, it will be brought to the chairman of the board who will then address the board member who is not acting appropriately. If the problems persist, the whole board may take action against the offending board member.*

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

I, John W. O'Day, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for Liberty Charter School is true and correct in every respect.

John W. O'Day

Signature

Date

4/7/2022

## Victor Jones

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High Point, NC

victorajones@hotmail.com

### **Education**

Sanderson High School (Raleigh, NC) 1997

Marine Corps Communications and Electronics School (29 Palms, CA) 1999

UNCG with a BS in Finance, Insurance and Real Estate 2006

### **Employment**

Currently the High Point City Councilman for Ward 5 elected in 2017 and again in 2019

Served in the Marines 13 year 1997-2010. Served in Operation Iraqi Freedom and in Korea

Owner of Patriot Insurance and Mortgage Protections Services, employing over 200 agents across the nation since 2004 (life, home, auto, Medicare, etc.)

Owner of Royal Limousine of Greensboro LLC since 2010 employs veterans in the community

Owned 360 Day Spa in Jamestown 2012-2014 (sold the business in 2014)

Owned of Jones Legacy Transportation LLC (trucking company) 2014-2018

Owner of Jones Legacy Properties LLC (real estate holdings) established 2018

Movie Producer, TV Producer, and actor

### **Boards**

Chairman for the Heroes Center in High Point (organization for housing homeless veterans)

High Point Finance Committee (2019-Pres)

High Point Human Relations Commission (2017-2019)

High Point Planning and Development Committee

High Point Convention and Visitors Bureau (2019-Pres)

High Point Alcohol and Beverage Control Board (2019-Pres)

Local Emergency Planning Committee (2017-2019)

Board of Directors for Mental Health Associates of the Triad (2016-Pres)

Treasurer/Board Member of the Guilford County Hotel Association (2014-Pres)

Board of Directors for the International Trade Exchange

Board of Directors for Premier Barter Exchange

Board of Directors for Revolution Academy Bunker Hill

President of the High Point Jaycees (Currently Chairman of the Board)

Advisory Committee for Camp Oak Hill

High Point Elks Lodge 1155 Veterans Committee

### **Affiliations**

High Point Elks

Mentor for Leadership Team Development

American Legion

Marine Corps League

High Point Chamber of Commerce

Preferred member and Board Member of the High Point Convention and Visitors Bureau

Elevation Church

## Charter School Board Member Information Form

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

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

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

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve: Liberty Charter Academy
2. Full name: Victor Jones

Home Address: 2512 Burch Pt High Point, NC 27265

Business Name and Address: Royal Limousine 621 Greensboro Rd. High Point, NC 27260

Telephone No.: 3368997777

E-mail address: victorajones@hotmail.com

3. Brief educational and employment history.  
BA in Finance, Insurance and Real Estate from the Bryan School of Business at UNCG. Owner of Patriot Insurance Agency since 2003 and Royal Limousine since 2010.
4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:  Yes: X

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?  
Via friends who know my involvement in the community. I believe my business acumen will be very valuable to the success of the school

6. What is your understanding of the appropriate role of a public charter school board member?  
Provide competent governance and oversight.
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
Chairman of the Heroes Center for Veterans, Board of Directors for the Guilford County Hotel Association, Board of Directors for the High Point Convention and Visitors Bureau, High Point City Council Member, Board of Directors for the Mental Health Associates of the Triad.
8. Describe the specific knowledge and experience that you would bring to the board.  
See above

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
Classical academics, developing responsible and service-minded students
2. What is your understanding of the school's proposed educational program?  
Old-fashioned, traditional
3. What do you believe to be the characteristics of a successful school?  
Educated, safe, happy kids
4. How will you know that the school is succeeding (or not) in its mission?  
Monitor progress towards goals

### **Governance**

1. Describe the role that the board will play in the school's operation.  
This will be a governing board
2. How will you know if the school is successful at the end of the first year of operation?  
Test scores are good, students are happy and returning
3. How will you know at the end of five years of the schools is successful?  
Successful test scores, strong financials, waiting list
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
Pay attention to the goals, make good, informed decisions
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

I, Victor Jones, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for \_\_\_\_\_ Charter School is true and correct in every respect.

Victor Jones

Signature \_\_\_\_\_  
Date 21/21/22

## **JONATHAN GIBSON BREWER**

8510 Billet Place  
Oak Ridge, NC 27310  
(336) 455-1540

### **PROFESSIONAL EXPERIENCE**

**Guilford County Sheriff's Office** Greensboro, NC

Community Resource Officer 2020-Present

**Structural Steel of Carolina, LLC** Winston-Salem, NC

Facilities & Security Manager 2015-2020

**North Carolina Project Lifesaver** King, NC

Sargent-Specialized Task Force 2015-Present

**Structural Steel of Carolina, LLC** Winston Salem, NC

Administrative Assistant 2004-2015

**A Cut Above Bail Bonds** Greensboro, NC

Owner/Bail Bondsman 2008-2015

**Security Services of America** Greensboro, NC

Field Supervisor 2002 - 2004

**Wackenhut Security** Greensboro, NC

Security Officer 2001 - 2002

### **ADDITIONAL EXPERIENCE**

- Volunteer Firefighter, Colfax, NC 2002-2004
- Country Barbecue, Greensboro, NC 1999-2001

### **EDUCATION AND TRAINING**

- Graduate, Grimsley Senior High School, 2001
- Additional Courses through Guilford Technical Community College – Juvenile Justice/Criminal Justice
- Forsyth Technical Community College – First Responder Training, 2019

## Charter School Board Member Information Form

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

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### **Background**

1. Name of charter school on whose Board of Directors you intend to serve: Liberty Charter Academy
  
2. Full name: Jonathan Gibson Brewer

Home Address: 8510 Billet Place, Oak Ridge, NC 27310

Business Name and Address:

Telephone No.: 336-455-1540

E-mail address: jbrewer82@gmail.com

3. Brief educational and employment history.  
I studied criminal justice at GTCC and have had extensive training in emergency response. I have worked as a volunteer firefighter, security officer, bail bondsman, and am currently a community resource officer for the Guilford County Sheriff's Office.
  
4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:                       Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

As a board member of Revolution Academy I jumped at the chance to help bring a classical, traditional education to other students. With over 600 students on the RA waitlist, and seeing them come from all areas of the county I think this is important.

6. What is your understanding of the appropriate role of a public charter school board member?  
We are responsible for the effective governing of the school. We make policy and hold the people who operate the school on a day to day basis accountable.
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
I currently serve on the Revolution Academy board. My experience in business and emergency response has been helpful I think.
8. Describe the specific knowledge and experience that you would bring to the board.  
I have run my own business and have security and first responder experience. I have used all of those pieces of my background to help me make good decisions on the RA board.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
LCA seeks to develop responsible, service-minded students using rigorous academics, individual responsibility, character education, and parental partnerships.
2. What is your understanding of the school's proposed educational program?  
LCA will use the Core Knowledge curriculum in a classical, traditional program.
3. What do you believe to be the characteristics of a successful school?  
We have chosen an exceptional leader and have a great team at ATA supporting her. Combined with a solid program we are set up well for success.
4. How will you know that the school is succeeding (or not) in its mission?  
If the students are doing well academically, attrition is low, surveys indicate parents and teachers are happy then we are probably succeeding.

### **Governance**

1. Describe the role that the board will play in the school's operation.  
The board will oversee the operations, set policy, and make major decisions. ATA and the principal will manage the day to day operations. The board will be diligent to make sure ATA and the principal are following through with what they are supposed to do. We will regularly look at and evaluate data to make sure the school is making progress towards the goals.
2. How will you know if the school is successful at the end of the first year of operation?

At the end of the first year we will have testing data, survey results, attrition numbers, and other metrics. We will also have the opportunity to do things at the school and spend time talking to parents and students.

3. How will you know at the end of five years of the schools is successful?

At the end of the fifth year we should have data that shows that we have made real progress towards the school-wide goals.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

The board will have to hold American Traditional Academies accountable for doing what they say they will do.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would bring it to the attention of the board chair. We would address it with the board member first, and then as a whole board if necessary. If it is serious enough we would consult our attorney.

\*Please include the following with your Information Form

- a **one page** resume

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

I, JONATHAN BREWER, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for LIBERTY Charter School is true and correct in every respect.

---

Signature

Date

4/20/22

# DOUGLAS R. MACCOLL

4731 Jamesford Dr • Jamestown, NC • 27282 • [dougmaccoll@icloud.com](mailto:dougmaccoll@icloud.com) • Mobile: (336) 254-9196

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## NEUROSCIENCE SALES SPECIALIST

### BUILD BRAND AWARENESS, INCREASE CUSTOMER LOYALTY AND CHANGE PATIENTS' LIVES

Demonstrates excellent prospecting, cold calling, and negotiation and management skills. Consistently delivers significant increases in company revenue by quickly developing positive customer rapport, establishing solid business relationships, and fully developing new and existing accounts via consultative selling skills.

- Account Management / Product Launch / Market Expansion / Territory Development / Client Relations & Retention / Team Mentoring and Training / Market Access Pull-thru / Injectable and Biologic Experience

## EXPERIENCE

9/2021-3/2022	<i>ANTARES PHARMACEUTICALS SPECIALTY ACCOUNT REPRESENTATIVE</i>	<i>GREENSBORO, NC</i>
8/2017-9/2021	<i>NOVARTIS PHARMACEUTICALS SR. SALES REPRESENTATIVE</i>	<i>GREENSBORO, NC</i>
1/2017-7/2017	<i>PDI – SANDOZ CONTRACT NEUROSCIENCE SALES REPRESENTATIVE</i>	<i>RALEIGH, NC</i>
12/2013-1/2017	<i>XENOPORT PHARMACEUTICALS NEURO HEALTH SPECIALIST</i>	<i>GREENSBORO, NC</i>
5/2013-12/2013	<i>INVENTIV HEALTH – XOLAIR CONTRACT Professional Sales Representative</i>	<i>RALEIGH, NC</i>
4/2006- 10/2012 1/2009- 10/2012 4/2006- 12/2008	<i>SHIRE PHARMACEUTICALS Sr. Professional Specialty Pharmaceutical Sales Representative Professional Specialty Pharmaceutical Sales Representative</i>	<i>GREENSBORO/HIGH POINT, NC</i>
2/2004- 4/2006 8/2004- 4/2006 2/2004- 7/2004	<i>BSA Sales, Inc. Project Manager Account Executive</i>	<i>Greenville, SC</i>

## EDUCATION

Furman University, Greenville, SC  
B.A., History, 2003

## TRAINING

- Kendall Life Languages Institute
- Multiple Business Acumen, Clinical Acumen and SWOT Analysis workshops and training seminars
- Customer Based Selling through Delta Point Institute
- Strengths Finder 2.0

## TECHNICAL PROFICIENCIES

- Windows and Apple OS platforms
- Word, Excel, PowerPoint, Outlook, Live Meeting, Siebel Mobile Client CMR, Salesforce.com, Veeva/iRep

## Volunteer Work

- Elder, Jamestown Presbyterian Church, JAMESTOWN NC
- Staff, Marked Men for Christ Ministry

## Charter School Board Member Information Form

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

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

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

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve: Liberty Charter Academy

2. Full name: Douglas Roberton MacColl

Home Address: 4731 Jamesford Drive, Jamestown NC 27282

Business Name and Address:

Telephone No.: 336-254-9196

E-mail address: dmaccoll@hotmail.com

3. Brief educational and employment history.

BA, History Furman University 2003

Pharmaceutical Sales Specialist 2006-Present in Greensboro NC and Roanoke VA regions

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:

Yes:

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school?

Mary Catherine Sauer approached me about joining the LCA Board. I want to serve on this board because I believe that every child, regardless of where they live or how much money their family has, deserves access to an extraordinary classical education.

6. What is your understanding of the appropriate role of a public charter school board member?

As a member of the LCA board, I will play an integral role in ensuring that the fiscal, governance, operational and academic policies of the school are followed and upheld.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

While I have not had the pleasure of previously serving on a school board such as this, I do feel that I have experiences both personally and professionally that make me an excellent member of this board. I grew up as the son of a school principal and I feel this helps me have a unique perspective as to the demands on and needs of school leadership. I have also served as an elder in my church for the past several years in a volunteer role, and have been involved in similar functions and activities in that role to help ensure that the fiscal, governance and operational policies of the church were adhered to. I have also worked professionally in the pharmaceutical industry, and know how important it is to provide people in need with the resources and solutions to help them overcome obstacles.

8. Describe the specific knowledge and experience that you would bring to the board.  
As a parent of 2 children who have been fortunate to attend a charter school over the past 2 years, I believe that I offer a solid understanding and perspective around the needs of a new school and how to ensure success. This requires great vision and leadership from the board, the school principal and staff, and great synergy between the school and the parents.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
Liberty Charter Academy's mission is to develop responsible and active students/citizens through a foundation of rigorous academics, character education, and service through classical educational instruction and resources. This will also be blended with dedicated parental and community partnerships and synergy. Students will exemplify and demonstrate strong academic skills, character traits, and service mindsets daily as they mature and interact with the school community and prepare for secondary education. The four pillars of rigorous academics, parental involvement, character education and student responsibility are the foundation that LCA will be built on, and these will be reinforced, nurtured, and evident in daily life and culture of LCA.
2. What is your understanding of the school's proposed educational program?  
LCA will be using a curriculum built around Core Knowledge, Shurley English, Saxon Math, cursive handwriting in grades 3-5, Latin in grades 6-8, and CKLA.
3. What do you believe to be the characteristics of a successful school?  
A successful school at a base level is one where both students and teachers thrive and are excited to be there! Certainly test scores are a strong indicator of the success or failure of a school, but having a culture that is built to allow kids to thrive in their academic pursuits and one where teachers can have freedom to inspire children and unlock their full potential and talent is a must! A successful school is also one in which

other children want to attend and other teachers want to work at – and this only happens with great leaders and teachers driving the school’s vision and capabilities!

4. How will you know that the school is succeeding (or not) in its mission?  
The board will measure success by progress toward the school improvement goals.

## **Governance**

1. Describe the role that the board will play in the school’s operation.  
The board will work in concert with American Traditional Academies and the administration to ensure that fiscal, governance, operational and academic policies for the school are being met and adhered to. The board should exercise in good faith considering any recommendations of ATA. The board will cooperate with ATA, and provide in a timely fashion, all requested documents and information necessary for ATA to properly perform its responsibilities. The board will retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management and operation of the school. The board will actively participate in the annual board development and governance training, comply with the Board’s Code of Conduct, and make reasonable efforts to govern the school with generally accepted best practices for charter school governance.
2. How will you know if the school is successful at the end of the first year of operation?  
Key metrics of success are happy students, low attrition, a healthy waiting list, and expected growth on standardized tests.
3. How will you know at the end of five years of the schools is successful?  
Long term success will be measured in the same way, by looking at student and parent satisfaction, academic success, financial health, and enrollment and waiting list.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
The board will need to provide oversight and hold ATA accountable for meeting financial, academic, and operational goals.
5. How would you handle a situation in which you believe one or more members of the school’s board were acting unethically or not in the best interests of the school?  
Operating or acting in any unethical manner is not acceptable in any capacity. Should I ever learn of one or more members of the board acting in this manner, I would immediately present this information to the other board members and request an explanation of the behaviors and immediate corrective action, up to removal from the board.

\*Please include the following with your Information Form

- a **one page** resume

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

**Certification**

I, DOUGLAS R. MACCOW, certify to the best of my knowledge and ability that the information I am providing to the North Carolina State Board of Education as a prospective board member for LIBERTY Charter School is true and correct in every respect.



04/20/2022

Signature  
Date



## **Altareit J. "Pudgy" Miller**

336-287-2879 | [Themillerevent@gmail.com](mailto:Themillerevent@gmail.com)

### **Career History**



**Loves Travel Stops & Country Stores 2004 - Present**

**General Manager / District Trainer / Inclusion & Diversity Officer**



**President / Chairman 2019 - Present**

**Greater Piedmont Independent Athletic Association | Conference**



**Central Carolina Prep 2018- Present**

**Director of Men's Basketball Operations | HS National Prep Varsity Boys Coach**

### **Community**

#### **I Love Being A Black Father (NC NonProfit)**

Director - Mentor - Family Liaison

#### **HOPE Congressional Commission (Congress)**

Committee Established by House of Representatives Members of Congress to Assist with Community relations and solutions

#### **Juvenile Justice Commission (State of NC- US Federal Gov)**

Commissioner | Assist with Federal and State Laws and appropriations

#### **African American Heritage Commission (State of NC)**

Work with the Preservation, interpretation, and promotion of African American Arts

#### **NC Expansion School Voucher Plan Committee**

(Partnership with NC House Member Skip Stam)

I Created a group in 12 Counties and 3 regions in NC Teaching Opportunity Scholarship prior to its approval

**Awards, Achievements, & Accomplishments 2019** - Honored by United States Congress as the Sixth District Community Hero of the Month for October 2019

## Charter School Board Member Information Form

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

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

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

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve: Liberty Charter

2. Full name: Altareit J. Miller

Home Address: 1600 E. Florida St.

Business Name and Address: Loves Travel Stops & Country Stores, 10601 North Pennsylvania Ave. Oklahoma City, OK - NC

Telephone No.: 336-578-7950

E-mail address: altareit.miller@Loves.com

3. Brief educational and employment history. HS Graduate - Ralph L. Fike HS/ Wilson Tech 1998

1998 Laurinburg Institute, 1999 University of MD Easter Shore/ New Mexico State University

Employment - Loves Oct. 2004 - Current

4. Have you previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation?

No:

Yes: X

5. How were you recruited to join this Board of Directors? Why do you wish to serve on the board of the proposed charter school? I was recruited by a friend.  
I wish to serve on this board because I feel my expertise having worked with Public and private schools in various roles will be beneficial to helping establish needed schools in the community.
  
6. What is your understanding of the appropriate role of a public charter school board member? To my knowledge the Board's responsibilities include oversight and governance while ATA handles the day to day operations.
  
7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.  
  
I have worked on committees and in private funded groups that has detailed and broken down North Carolina's State Budget for the community relations.  
My education expertise working in Public school as a Substitute and Coach, Private School and Home School Education as an AD and Coach for the past 15 years will also help make a positive impact as a Board Member.
  
8. Describe the specific knowledge and experience that you would bring to the board.  
Specifically Budgeting, Marketing, employee relations, HR, and Community relations.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?  
Traditional Education with a low usage of Computer based curriculum and in Person Teaching.
  
2. What is your understanding of the school's proposed educational program?  
My understanding of the school's Ed Program is clear and I believe in the Mission of Classical Education!
  
3. What do you believe to be the characteristics of a successful school?  
Constant Communication, clear messaging and direction, Focused and detailed Education with the ability to Continue to progress at Students own progress, while bridging the Gap of those students who need the extra help.

4. How will you know that the school is succeeding (or not) in its mission?  
I believe the Staff, the Community, and most important the Children's individual success stories will tell us much of what we need to know. Sure you measure according to Standards, but Growth sometimes has to be evaluated in first person.

## **Governance**

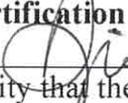
1. Describe the role that the board will play in the school's operation. - The Board will operate as Oversight in Both Policy and Operations.
2. How will you know if the school is successful at the end of the first year of operation?  
IF we have met 80% of our Goals and Objectives and are aware of any new issues that may have arisen, that's how we will know that we are, or were successful.
3. How will you know at the end of five years of the schools is successful?  
Enrollment will be one of the most important measures at five years and our P&L performance. I would also include Community and faculty opinion as well.
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?  
We must communicate well on all fronts. to Students, Faculty, parents, and the Community!
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?  
IF it were my position to handle it I would first have a conversation about the situation at hand and address it according to our By laws.

\*Please include the following with your Information Form

- a **one page** resume

\*If you responded within the application that disciplinary action has been taken against any past or present professional licenses, provide a detailed response below outlining the disciplinary action taken and the license validity. [Click or tap here to enter text.](#)

**Certification**

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

---

Signature  
Date

  
4/20/22

**Board Member Name**

John O'Day  
Victor Jones  
Altareit Miller  
Jon Brewer  
Doug MacColl

**Board Title**

Chairman  
Board Member  
Treasurer  
Vice Chairman  
Secretary

**County of Residence**

Guilford

Guilford

Guilford

Guilford

Guilford

**Current Occupation**

Consultant

Business Owner, City Councilman

Regional Manager

GC Sheriff's Office

Pharmaceutical Sales

**Past or Present Professional Licenses Held**

None

Insurance

None

Bail bondsman license

None

**Any disciplinary action taken against any of these professional licenses?**

N/A

No

N/A

No

N/A



# NORTH CAROLINA

## Department of the Secretary of State

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**To all whom these presents shall come, Greetings:**

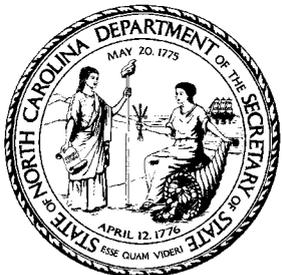
I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

### LIBERTY CHARTER ACADEMY

the original of which was filed in this office on the 16th day of July, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 16th day of July, 2021.

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

ARTICLES OF INCORPORATION  
NONPROFIT CORPORATION

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

1. The name of the nonprofit corporation is: Liberty Charter Academy

2.  (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: John O'Day

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

7013 Mustang Ct.  
Number and Street: \_\_\_\_\_  
Summerfield 27358 Guilford  
City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: \_\_\_\_\_  
City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

5. The name and address of each incorporator is as follows:

Name	Address
<u>John O'Day</u>	<u>7013 Mustang Ct., Summerfield, NC 27358</u>
_____	_____
_____	_____

6. (Check either "a" or "b" below.)

- a.  The corporation will have members.
- b.  The corporation will not have members.

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

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

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

336-203-3690

Principal Office Telephone Number: \_\_\_\_\_

3800 Oak Ridge Rd.

Number and Street: \_\_\_\_\_

City: Summerfield State: NC Zip Code: 27359 County: Guilford

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

Number and Street or PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

10. (Optional): Listing of Officers (See instructions for why this is important)

Name	Address	Title

11. (Optional): Please provide a business e-mail address: Privacy Redaction

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

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

This is the 13 day of July, 2021.

\_\_\_\_\_  
Incorporator Business Entity Name

*John W O'Day*

\_\_\_\_\_  
Signature of Incorporator

John O'Day, Board Chairman  
Type or print Incorporator's name and title, if any

NOTES:

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

## PURPOSE

Liberty Charter Academy is organized exclusively for educational purposes that qualify it as an exempt organization under section 501(c)(3) of the Internal Revenue Code.

## DISSOLUTION

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as said Court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

## PROHIBITED ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these articles of incorporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501 (c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170( c )(2) of the Code.

# Liberty Charter Academy Calendar 2024-2025

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12th-20th Staff Development  
21st First Day of School, Half Day

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2nd Labor Day, No School

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7th Staff Development  
15th End of 1st Quarter  
21-22nd Conferences, Half Day

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

11th Veteran's Day, No School  
27th-29th Thanksgiving Break

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23th Winter Break Begins

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st-3rd, No School  
6th Students Return  
20th MLK Jr. Day, No School  
24th End of 2nd Quarter

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

10th Staff Development

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

10th-11th Conferences, Half Day

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11th End of 3rd Quarter  
18th Good Friday, No school  
21st - 25th- Spring Break

May						
S	M	T	W	T	F	S
					1	2
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

26th Memorial Day, No School

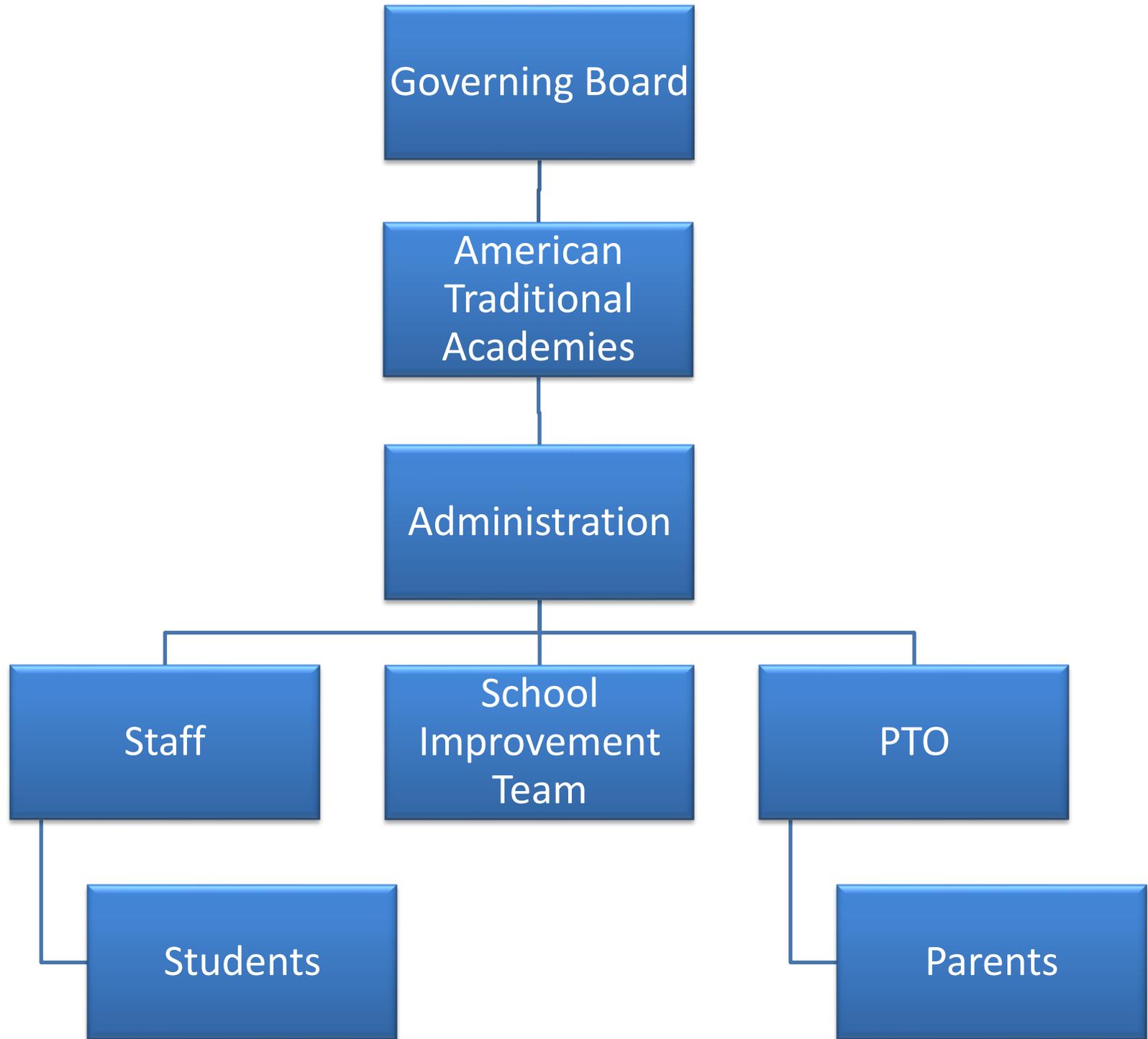
June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

10th End of 4th Quarter  
12th Last Day of School- Half Day  
13th Staff Workday

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

187 Days



# **Liberty Charter Academy**

## **Appendix A4.4: IRS Form 990**

Not Applicable

American Traditional Academies is a new entity and has not filed any 990s.

# Liberty Charter Academy

## Science and History Curriculum Outline

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

# Liberty Charter Academy

## Science and History Curriculum Outline

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

# Liberty Charter Academy

## Science and History Curriculum Outline

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

**SCHOOL LEASE AGREEMENT**

BETWEEN

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

AND

\_\_\_\_\_, a \_\_\_\_\_ nonprofit company  
\_\_\_\_\_  
("TENANT")

For the lease  
Of  
Real property located at \_\_\_\_\_

\_\_\_\_\_, 2022

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EXHIBIT H – Startup Budget	

## SCHOOL LEASE AGREEMENT

**THIS SCHOOL LEASE AGREEMENT** (this “**Lease**”), made as of March \_\_\_, 2021 (the “**Effective Date**”), by and between American Charter Development, LLC, an Arizona limited liability company (together with its approved successors and assigns, “**Landlord**”) and \_\_\_\_\_, a \_\_\_\_\_ nonprofit corporation (“**Tenant**”).

### RECITALS

A. WHEREAS, Landlord has purchased, or, within a reasonable time after the execution of this Agreement will purchase, the property situated at 5600 Fox Avenue, Reno, NV and legally described on Exhibit A and by this reference made a part hereof (the “**Charter School Property**”) and Developer has agreed to provide funding for the construction of certain improvements as detailed on the Plans and Specifications, more particularly defined on Exhibit B for use and operation of a public charter school thereon.

B. WHEREAS, Tenant has entered into the Charter Contract to educate students.

C. WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease the Charter School Property, together with all improvements now or hereafter located thereon, along with all rights and privileges appurtenant thereto, including without limitation, all appurtenances, privileges, easements and any right, title or interest in and to any land lying in any adjacent public street or road benefiting such property, and Landlord and Tenant hereby desire to enter into this Lease upon the terms and conditions set forth herein.

### AGREEMENT

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

**Section 1. Attachments to Lease and Exhibits.** Attached to this Lease and the terms therefor incorporated by the reference and hereby made a part hereof are the following:

- EXHIBIT A – Legal Description of Leased Property
- EXHIBIT B – Plans and Specifications
- EXHIBIT C - Addendum
- EXHIBIT D – School Personal Property
- EXHIBIT E- ACH Form
- EXHIBIT F – Reporting Requirements
- EXHIBIT G – Enrollment and Proforma
- EXHIBIT H – Startup Budget

**Section 2. Definitions and Rules of Construction.**

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

“**ADA**” means the Americans with Disabilities Act of 1990, codified in 42 U.S.C. §12101, *et seq.*, and the regulations promulgated thereunder, as amended.

“**Addendum**” means the Addendum that contains the information required by Section 6(B), attached hereto as Exhibit C.

“**Additional Rent**” shall have the meaning given to it in Section 6(F).

“**Affiliate**” shall mean as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

“**Ancillary Uses**” means certain special events, college or recreational classes, and other events that use up to four thousand (4,000) square feet in total of the Charter School Facility.

“**Annual Fixed Rent**” means the annual fixed rent payable hereunder for the Leased Property in the amount set forth in the Addendum, which amount shall be calculated as follows:

(i) From the Initial Fixed Term Commencement Date to the last day of the third (3rd) Lease Year, an annual amount per annum, equal to the sum of (a) nine percent (9%) of the Total Development Cost, plus (b) the costs of the insurance required under Section 16.

(ii) Starting on the first day of the third (3rd) Lease Year, and each Lease Year for the remainder of the Initial Fixed Term of this Lease, and through each Option Period, if any, an amount per annum equal to the following: the sum of (a) the Annual Fixed Rent applicable in the immediately preceding Lease Year, plus (b) an amount equal to the Annual Fixed Rent applicable in the immediately preceding Lease Year multiplied by two percent (2%).

“**Authorizer**” shall mean that certain governmental or quasi-governmental agency that entered the Charter Contract with Charter School.

“**Charter or Charter Contract**” shall mean the agreement executed by and between the Tenant and the Authorizer, as the same may be defined in the Recitals.

“**Charter School**” shall mean the Tenant.

“**Charter School Facility**” means the school facilities located on the Leased Property and any and all other buildings and improvements now existing or hereafter constructed on the Land in connection with the school facility and occupied by School.

“**Charter School Property**” shall have the meaning set forth in the Recitals.

“**Code**” means the Internal Revenue Code of 1986, as the same may be amended or supplemented, and the rules and regulations promulgated thereunder.

“**Construction Term**” shall mean the period commencing on the Effective Date and expiring on the day prior to Substantial Completion.

**“Construction Term Rent”** means the rent payable hereunder for the Charter School Property during the Construction Term, in the amount set forth and calculated as follows: (i) from the Effective Date until the Initial Fixed Term Commencement Date, an amount equal to the actual cost of Landlord’s interest and fees payable or incurred by Landlord to Landlord’s Lender or Lenders. Construction Term Rent shall accrue during the applicable Construction Term as set forth herein and shall be added to the Total Development Costs upon the expiration of the Construction Term.

**“Control Account”** shall have the meaning set forth in Section 6(K).

**“Coverage Ratio”** shall mean Tenant’s operating income divided by the sum of Tenant’s total debt and Lease service expense.

**“Curing Party”** shall have the meaning set forth in Section 27(C).

**“Days Cash on Hand”** shall mean the number of days that Tenant can continue to pay its operating expenses, given the amount of immediate cash available.

**“Default Rate”** shall mean the lesser of (i) the Prime Rate plus 10% or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Lease at the Default Rate.

**“Defaulting Party”** shall have the meaning set forth in Section 27(C).

**“Developer”** shall have mean American Charter Development, LLC, an Arizona limited liability company.

**“Development Fee”** shall mean a fee of six percent (6%) of the Total Development Costs (excluding the Development Fee for purposes of calculation) payable to the Developer.

**“DIC Policy”** shall have the meaning set forth in Section 16(B).

**“Effective Date”** shall have the meaning set forth in the introductory paragraph of this Lease.

**“Environmental Report”** means any phase I or phase II report related to the Land.

**“Event of Default”** shall have the meaning set forth in Section 27(A).

**“Expiration Date”** means the day that is the twentieth anniversary of the Initial Fixed Term Commencement Date, unless extended by one or more Option Periods.

**“Extraordinary Event of Default”** shall have the meaning set forth in Section 27(A)(iii)(b).

**“Final Plans”** shall mean the final plans, drawings and specifications for the Improvements to the Leased Property as built.

**“Fiscal Tax Year”** shall mean the 12 month period established as the real estate tax year by the property taxing authority having jurisdiction over the Leased Property.

**“Fixtures”** means all equipment, machinery, fixtures and other items now or hereafter permanently affixed to or incorporated into the Leased Property, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler

systems and fire and theft protection equipment, together with all replacements, modifications, alterations and addition thereto; all of which to the maximum extent permitted by law, are hereby deemed to constitute real estate. "Fixtures" shall not include any School Personal Property.

**"Force Majeure"** means any event, act or omission, condition, or circumstance beyond the control of the party whose performance is being delayed, including, without limitation, fire, flood, tornado, or earthquake, the declaration of war, riot, insurrection, strike, lockout, boycott or embargo, changes ordered to the Work, acts of God, casualties, labor disputes not reasonably anticipated, and unusual delays in transportation, events entitling the General Contractor to a time extension under the General Contract, unavailability of materials, adverse weather conditions not reasonably anticipated, delays caused by concealed conditions, delays caused by another Party to this Agreement, or its employees, agents, or separate contractors.

**"GAAP"** shall mean generally accepted accounting principles consistently applied, as in effect from time to time.

**"Governmental Authorities"** means all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof, having or claiming jurisdiction over all or any part of the Leased Property or the use of the Charter School Facility.

**"Hazardous Substance"** means any substance found upon or under the Charter School Property that is toxic, radioactive, ignitable, dangerous, harmful, flammable, explosive, reactive or corrosive regulated by any Governmental Authority and that is in the form, quantity, condition and location that would violate any Laws, including any and all materials and substances that are defined as "hazardous waste," "hazardous material," "hazardous chemical," "pollutant," "contaminant" or "hazardous substance," then found upon the Charter School Property in the form, quantity, condition and location that would violate any Laws. **"Hazardous Substance"** includes asbestos in any form and any substance containing asbestos, polychlorinated biphenyls, petroleum, lead-based paint, mold, and urea formaldehyde foam insulation.

**"Initial Fixed Term"** means the period commencing on the Initial Fixed Term Commencement Date and expiring, after taking into account all Option Periods, as of midnight on the Expiration Date.

**"Initial Fixed Term Commencement Date"** means the day following the last day of the Construction Term.

**"Land"** shall mean the real property legally described on Exhibit A attached hereto.

**"Landlord"** shall have the meaning set forth in the initial paragraph of this Agreement.

**"Laws"** means all present and future requirements, administrative and judicial orders, laws, statutes, ordinances, rules and regulations of any Governmental Authorities, including, but not limited to the ADA.

**"Lease"** shall have the meaning set forth in the Recitals.

**"Lease Year"** or **"School Lease Year"** as used in this Lease shall mean a period of twelve (12) full calendar months, except for the first Lease Year. The first Lease Year shall begin on the first day of the calendar month following the Initial Fixed Term Commencement Date, unless the term commences on the first day of a calendar month, in which case the first Lease Year shall begin on the Initial Fixed Term Commencement Date and shall end on June 30 of the following calendar year. Each succeeding Lease Year shall commence on July 1 and end on June 30.

**“Leased Property”** means the Charter School Facility, the Charter School Property and the other Land, Fixtures, School Furnishings and Equipment, and all appurtenances, rights, easements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Tenant in this Lease, excluding, however, School Personal Property.

**“Legal Requirements”** means the requirements of all present and future Laws, including, but not limited to, all permit and licensing requirements and all covenants, easements, restrictions and conditions, now or hereafter of record which may be applicable to Tenant or the Leased Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, expansion, repair or restoration of the Leased Property.

**“Material Adverse Effect”** means with respect to any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding by a Governmental Authority), a materially adverse effect on the business, operations, revenues, financial condition, property, or on the ability of Tenant to perform its obligations under this Lease, or the Charter.

**“Material Condemnation”** shall have the meaning set forth in Section 15(B).

**“Mortgage”** shall mean any mortgage or deed of trust or other instrument in the nature thereof evidencing a security interest in the Leased Property or any part thereof.

**“Notices”** means, collectively, all notices, consents, requests, approvals and authorizations required or permitted hereunder. Any of the Notices are individually referred to herein as a **“Notice.”**

**“Option Period”** means any of the three (3) successive separate periods of five (5) years each for which Tenant may extend the Term following the expiration of the Initial Fixed Term.

**“Party”** means any of Developer, Landlord, or School; **“Parties”** means, collectively, Developer, Landlord, and School.

**“Permitted Signs”** means any exterior signage set forth in the Plans and Specifications, any signs containing Tenant’s name that are mutually acceptable to both Tenant and Landlord containing Tenant’s name and are of a size, color and design which are compatible with the appearance, color and design of the Charter School Facility; or any other sign expressly permitted by this Lease.

**“Plans and Specifications”** means the plans and specifications, as designed and updated, from time to time, attached hereto as Exhibit B.

**“Prime Rate”** shall mean the greater of (1) the per annum interest rate from time to time publicly announced by Citibank, N.A., New York, New York as its base rate; or (2) eight percent (8%). If Citibank, N.A. should cease to publicly announce its base rate, the “Prime Rate” hereunder shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate.

**“Prohibition”** shall have the meaning set forth in Section 8(B).

**“Purchase Option”** shall have the meaning set forth in Section 33(C).

**“Purchase Option Closing Date”** shall have the meaning set forth in Section 33(C).

**“Purchase Option Notice”** shall have the meaning set forth in Section 33(C).

“**Purchase Price**” shall have the meaning set forth in Section 33(B).

“**Released Party**” shall have the meaning set forth in Section 16(J).

“**Releasing Party**” shall have the meaning set forth in Section 16(J).

“**Rent**” shall mean the Construction Term Rent, Annual Fixed Rent, Additional Rent and any other charges, expenses or amounts payable by Tenant under this Lease.

“**Restrictive Agreements**” shall mean those certain reciprocal easement agreements, operating agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development of the Leased Property.

“**School Furnishings and Equipment**” means any of the following trade fixtures, furnishings and equipment for the School Facility located on the Leased Property purchased and furnished and/or furnished to the Leased Property as part of the Total Development Costs, such as (but not limited to) desks, computers, chairs, tables, furniture, lockers, audio visual equipment, shelving, cabinets, podiums, dry erase and mounted boards, display cases, work stations, lab equipment, study carrels, carts, room dividers, and all other school property. The School Furnishings and Equipment shall remain the property of Landlord and title of the same shall not transfer to the Tenant. “**School Furnishings and Equipment**” shall not include Fixtures or School Personal Property.

“**School Personal Property**” means the property to be provided by the Tenant, at its sole cost and expense, furniture, furnishings, and movable equipment as are described and listed on Exhibit D attached hereto and by this reference made a part hereof. “School Personal Property” shall not include any Fixtures or School Furnishings and Equipment.

“**Security Deposit**” means the greater of (i) \$50,000 or (ii) one-twelfth of the Annual Fixed Rent for the Initial Lease Year, to be deposited and applied in accordance with the provisions of Section 6(E). The Security Deposit may be payable in twelve (12) equal installments, payable each and every month of the First Lease Year.

“**SNDA**” shall have the meaning set forth in Section 24(C).

“**State**” means the State of North Carolina

“**Substantial Completion**” means the day on which is granted to Landlord a Temporary Certificate of Occupancy, or the equivalent.

“**Taxes**” means (a) all *ad valorem* taxes and assessments and governmental charges (including sewer charges), general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental Authorities, which are levied on or charged against the Leased Property (including but not limited to the real estate on which the Charter School Facility is located), School Personal Property, any rent, or the right or privilege of leasing real estate or collecting rents, including any state, county or local sales or use tax on rents, and any other taxes and assessments attributable to the Leased Property or its operation or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including without limitation all special assessments, impact fees, development fees, traffic generation fees, parking fees in respect of any Fiscal Tax Year falling wholly within the Term and a portion of any real estate taxes so imposed in respect of any Fiscal Tax Year falling partly within and partly without the term hereof, equal to the proportion which the number of days of such Fiscal Tax Year falling within the term hereof bears to the

total number of days of such Fiscal Tax Year; and (b) any and all transfer taxes regarding the Leased Property imposed upon and payable by Landlord in connection with the conveyance to Landlord of fee simple title to the Leased Property, and any and all transfer taxes regarding the Leased Property imposed in connection with the creation, grant and conveyance of a leasehold interest (and the grant of any option to purchase) under: (i) the Lease, any addenda hereto, and any memoranda of leases regarding the same; (ii) any other conveyance of any leasehold interests of any portion of the Property, or any improvements located on the Property now or in the future, to any of Landlord, Developer, and School; and (iii) any conveyance of leasehold interests by School (any and all transfer taxes in connection with the creation, grant or transfer(s) of the fee simple or leasehold interests regarding the Leased Property as described in this clause (b) or in connection with the recording or filing of the deed or memoranda of leases regarding the same, as applicable, are hereinafter collectively referred to as the “**Included Transfer Taxes**”). Notwithstanding the foregoing, nothing contained in this Lease shall be deemed to include within the definition of the term “**Taxes**” (I) any tax such as corporate, franchise, capital levy, capital stock, excess profits, transfer (other than the Included Transfer Taxes), revenue, inheritance, estate, succession, gift, devolution or succession, income, personal property, and/or any other federal or state income taxes that are or may be imposed upon or levied against Landlord or Developer and not directly against the Leased Property or the rent payable by School to Landlord pursuant to the Lease, even though such taxes might become a lien against any part of the Premises, (II) any other tax, assessment, charge or levy upon, or measured, in whole or in part, by the rent payable hereunder by School (except to the extent any such tax, assessment, charge or levy is imposed in substitution for any *ad valorem* tax, rent tax or assessment or as otherwise required to be paid by School hereunder), or (III) any tax that is collected by Landlord from some other entity or person (by way of example, a parking tax that is collected as part of the parking fee from an individual to Landlord would not be the responsibility of School).

“**Taxes Applicable to the Leased Property**” shall mean an amount equal to the Taxes levied against the land and improvements within the Leased Property.

“**Tenant**” is defined in the introductory paragraph of this Lease.

“**Tenant’s Operating Covenant**” shall have the meaning set forth in Section 22(A).

“**Tenant’s Property**” means only School Personal Property and any other trade fixtures, appliances, furniture and other moveable furnishings and equipment in the Charter School Facility which was purchased by Tenant, at Tenant’s sole expense.

“**Term**” or “**Term of this Lease**” means Initial Fixed Term, as set forth in Section 4, and any exercise of one or more Option Periods pursuant to Section 5.

“**Total Development Costs**” means (i) the total cost of acquiring the Charter School Property, including the costs of all due diligence in connection therewith, such as title insurance, surveys, environmental site assessments and other inspections, bank payoffs, etc.; (ii) costs relating to obtaining necessary zoning for use and operating of the Charter School Property; (iii) costs of entitlements and permitting; (iv) design and engineering and other “pre-development costs” and soft costs approved by Landlord; (v) reasonable legal fees; (vi) all hard and soft costs relating to the development and construction of the Charter School Facility; (vii) the Development Fee; (viii) Construction Term Rent that School is required to pay to Landlord during the period of construction and continuing until the Initial Fixed Term Commencement Date; (ix) Taxes Applicable to the Charter School Property; (x) the cost of insurance, utility charges and any other expenses incurred by Landlord relating to the ownership and operation of the Charter School Property during the Construction Term; (xi) Fixtures but excluding School Personal Property purchased by School; (xii) all other costs with respect to the financing (origination fee[s], interest carry, etc.), acquisition, development, and construction of the School Facility as set forth herein; (xiii) any

fee payable to a third party associated with the Charter School Property; and, (xiv) any amount of money given to the Tenant for reimbursement, working capital and/or FF&E expenses, including grant funding of any kind, which may include but it is not limited to items listed in Exhibit H, as applicable.

“Used” shall have the meaning set forth in Section 13(B).

(B) Interpretation. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof. All references made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. References to federal, state, or local statutes, codes, regulations, rules, orders, circulars, or notices, whether administrative, executive, or judicial, shall include any amendment, supplement, modification, and/or successor provisions of such statutes, codes, regulations, rules, orders, circulars, or notices, to the extent the same shall apply.

(C) Entire Agreement; Amendments; Summary of Non-Binding Terms and Conditions

(i) This Lease and the other documents referenced herein represent the entire agreement between the Parties relating to the matters set forth herein, and no modification of this Agreement, and no waiver of the terms of either of said instruments, shall be effective unless made in writing and duly executed by the Parties.

(ii) Notwithstanding the foregoing and anything else in this Lease, or the other documents referenced herein to the contrary, in the event of any direct conflict, inconsistency, or ambiguity between any term or terms of the Summary of Non-Binding Terms and Conditions negotiated between the Parties and any term or terms of this Lease, and/or the other documents referenced herein, the terms of this Lease shall control.

(D) References. Unless otherwise specified or the context shall require otherwise, any reference to a particular Section or Paragraph shall be to such Section or Paragraph of this Agreement.

**Section 3. Premises.** Landlord hereby demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the consideration and upon the terms and conditions herein set forth, the Leased Property.

**Section 4. Term.**

(A) Construction. The parties acknowledge and agree that construction of the Improvements will be undertaken (as specifically described in the Plans and Specifications), and Landlord will use commercially reasonable efforts to complete the construction of the Project and obtain a Temporary Certificate of Occupancy (“TCO”), but notwithstanding the foregoing, failure of Landlord to timely obtain a TCO shall not be deemed a default or a breach and shall not subject Landlord to liability to the Tenant. Tenant acknowledges and agrees that in the event of delays, Tenant shall arrange for, at its sole cost, a temporary space or solution, or acquire a deferral in opening from its Authorizer so as not to interrupt Tenant’s course of business or have any negative impact on Tenant’s Charter. Further, Tenant agrees to take occupancy as soon as practicable at completion of construction.

(B) Construction Term. The Construction Term shall commence on the Effective Date and shall expire on the day prior to the date for Substantial Completion.

(C) Initial Fixed Term. The Initial Fixed Term shall commence on the Initial Fixed Term Commencement Date and shall expire, unless extended pursuant to Section 5 hereof, as of midnight on the last day of the calendar month, which is twenty (20) years from the Initial Fixed Term Commencement Date (the “Expiration Date”). Tenant understands and agrees that it shall remain liable for rent for the full duration of the lease and may not terminate the lease under any circumstance, including the loss of Charter.

**Section 5. Options To Extend**. Provided that no Event of Default has occurred (and Notice of which has been given to Tenant) and is continuing, Tenant shall have the right to extend the Initial Fixed Term of this Lease for the Option Periods from the date upon which the Initial Fixed Term (or any applicable Option Period) would otherwise expire, upon the same terms and conditions as those herein specified. If Tenant elects to exercise its option for any Option Period, it shall do so by giving Landlord Notice of such election at least four (4) months before the beginning of the Option Period for which the term hereof is to be extended by the exercise of such option. If Tenant gives such Notice, the term of this Lease shall be automatically extended for the Option Period covered by the option so exercised without execution of an extension or renewal lease. Failure to extend the Lease for any Option Period shall constitute waiver of any subsequent Option Periods.

**Section 6. Rent; Triple Net Lease; Construction Term Rent; Security Deposit**.

(A) Construction Term Rent. Construction Term Rent for the Leased Property shall accrue during the Construction Term, be deferred, and be added to the Total Development Costs upon the expiration of the Construction Term.

(B) Annual Fixed Rent. Tenant shall timely pay to Landlord, without abatement, adjustment or setoff except as otherwise expressly set forth herein, the Annual Fixed Rent payable in equal monthly installments on or before the first day of each calendar month, in advance during the Lease Year, commencing on the Initial Fixed Term Commencement Date and for the remainder of the Term, as renewed or extended. The Rent shall be prorated for any partial Lease Year. Within one hundred eighty (180) days from the beginning of the Initial Fixed Term, Landlord will deliver written notice to Tenant specifying the final Total Development Cost. Within thirty (30) days of delivery of the written notice specifying the final Total Development Cost, Tenant shall review and reasonably approve or object to any specific item included in the Total Development Cost. In the event that Tenant objects to the Total Development Cost, or any portion thereof, within thirty (30) days of delivery of the notice (“Objection”), Landlord shall provide commercially reasonable back up documentation for the Objection within ten (10) days of Tenant’s Objection. If Landlord fails to provide commercially reasonable back up documentation for the Objection within ten (10) days, the amount of the Objection will be replaced by a commercially reasonable amount, which will become (or used to calculate) the Total Development Cost. If Landlord provides commercially reasonable back up documentation for the Objection within ten (10) days, then the Objection shall immediately be deemed resolved, and the Total Development Cost shall be deemed approved. In the event that Tenant fails to approve or object to the Total Development Cost within thirty (30) days, the Total Development Cost shall be deemed approved by Tenant, and Landlord may provide Tenant written notice memorializing the Initial Fixed Term Commencement Date, the Total Development Costs, and the amount of Annual Fixed Rent.

(C) Payment of Rent. Except as otherwise expressly provided in this Lease, all Rent shall be due in monthly installments, payable in advance, on the first (1st) day of each calendar month during the term of the Lease. Rent shall be paid to Landlord at its address set forth in Section 32(A), or to such other person or at such other address as Landlord may from time to time designate in writing to Tenant. Rent shall be paid without notice, demand, abatement, deduction or offset in legal tender of the United States of America. If the Term commences or ends on a date other than the first or the last day of the calendar month, the Rent for the partial month shall be prorated on the basis of the number of days during such month for

which the term of this Lease was in effect. Notwithstanding the foregoing or anything herein to the contrary, Tenant agrees to commence Rent payments on the date that is the later of a) September 1, 20\_\_, or b) the date Tenant takes occupancy in Premises.

(D) ACH Recurring Payment Authorization. Tenant shall execute and deliver to Landlord, an ACH Agreement, in the form attached hereto on Exhibit E, authorizing Landlord to debit Tenant's account, when due each and every amount due to Landlord from Tenant.

(E) Security Deposit. Tenant shall be required to deposit with Landlord the Security Deposit on the Initial Fixed Term Commencement Date. The Security Deposit shall be used for the purpose of securing Landlord against a default of Tenant. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, Landlord may, upon providing reasonable Notice to Tenant, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord, including without limitation loss of future rents due under this Lease upon termination of this Lease due to an event of default by Tenant; (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damages, reasonable attorneys' fees or expenses sustained by Landlord due to Tenant's default. In such event, Tenant shall, within fifteen (15) business days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the Term leave the Leased Property in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord or which Landlord is otherwise entitled to retain, shall be returned to Tenant within thirty (30) days after the termination of this Lease and vacancy of the Leased Property by Tenant. Tenant hereby agrees to deposit the Security Deposit, as described, and not to withdraw, encumber, transfer, pledge or otherwise deplete the Security Deposit, for the Term of this Lease, except Tenant may draw upon or receive a credit equal to any amount of the Security Deposit remaining toward the purchase of the Leased Property, with Landlord's written authorization. Except in case of default, this security deposit will be refunded at the end of the lease period or applied towards the purchase price upon Tenant's purchase of the Leased Property.

(F) Triple Net Lease. This Lease shall be deemed and construed to be a "triple net lease", and Tenant shall pay to Landlord, net throughout the Term, the Rent, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off whatsoever except as expressly set forth herein. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as herein otherwise expressly set forth. Without limiting the foregoing, Tenant shall pay to the parties respectively entitled thereto, all costs, expenses and charges of every kind and nature relating to the Leased Property which may arise or become due or payable prior to, during or after (but to the extent and only to the extent attributable to or arising during a period falling within) the Construction Term (which, during the Construction Term only, such costs are to be included in the calculation of Total Development Cost) and Term of this Lease. All of such charges, costs and expenses shall be deemed "**Additional Rent**" and will be due and payable when due, if no other time for payment is specified. The Parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

(G) Application of Payments. Landlord shall have the right to apply any payments received from Tenant in reduction of any amount due under this Lease, in such order as Landlord may elect in its discretion, and regardless of whether Tenant has designated how such payment is to be applied.

(H) Late Fees. Landlord may assess a late fee of five percent (5%) of the amount due for any payment due Landlord and not paid within five (5) business days of the date due, to compensate Landlord for the extra expense of handling late payments. Such late fee will be in addition to any and all interest and costs of collection of past due amounts.

(I) Reserves and Replacement. At the commencement of the fourth (4th) Lease Year, Tenant shall maintain and deposit monthly to a separate joint bank account, that requires the signature of both Landlord and Tenant for any withdrawal or transfer, an amount equal to 1.5% of its monthly base rental in a reserve and replacement account, as additional rent, to be spent solely for the upkeep of the property. The expenditure of these funds shall be mutually agreed to between Tenant and Landlord. In the event that both parties cannot come to a reasonable understanding of how these funds are to be spent, the final determination shall rest with Landlord.

(J) Tenant Liable. Tenant understands and agrees that it shall remain liable for rent for the Term, and any Option Period exercised and may not terminate the Lease under any circumstance, including the loss of charter, except as provided herein.

(K) Deposit Account Control Agreement. At any time following the commencement of the Initial Fixed Term, Landlord may require Tenant, at Landlord's sole and absolute discretion, to enter into a Deposit Account Control Agreement or similar instrument, under which an account will be established in the name of the Tenant (and together with any substitute, replacement or renumbering of the account to protect the interests of Landlord, the "Account"). The Tenant shall grant to Landlord a first-priority security interest in and lien upon certain property of the Tenant (the "Collateral") and all proceeds thereof (including without limitation, any and all cash balances from time to time credited to the Account and any and all proceeds thereof, whether now or hereafter existing or arising), and proceeds of the Collateral have been and hereafter may be deposited to the Account (collectively, the "Account Collateral"). In the event Landlord requires Tenant to enter into a Deposit Account Control Agreement, Tenant agrees to fully cooperate with said agreement and any and all requirements under the agreement.

(L) No Sale/Pledge of Revenues. Tenant acknowledges and agrees that all operating revenues derived by Tenant from enrollment of students in the School during the Term of the School Lease, including all revenues paid or derived from the State or other entity which provides funding for the operation of the School (collectively, "Enrollment Revenues"), are required to be applied to any and all Rents due by Tenant under this Lease and operating costs and expenses relating to the Leased Property. Tenant covenants and agrees it shall not sell, pledge, assign or grant a security interest in, the Enrollment Revenues unless such sale, pledge, assignment or grant is authorized by Landlord, in writing.

## **Section 7. Quiet Possession; Transfer of Title.**

(A) Landlord's Covenant. Landlord represents and warrants to Tenant that: provided that no Event of Default has occurred and is continuing, Tenant shall have and enjoy, during the Term hereof, the quiet and undisturbed possession of the Leased Property as in this Lease contemplated, free from interference by Landlord or any party claiming under Landlord.

(B) Leasehold Title Policy. Tenant, at Tenant's sole cost and expense, may obtain binding commitments for the issuance of leasehold owner's policies on the then-current policy form available in the state in which the Leased Property is located, in amounts so requested by Tenant, written by a title company selected by Landlord, committing to insure as of the date of the recording of a memorandum of this Lease the condition and state of the title to the leasehold estate created hereunder. Landlord shall cooperate with Tenant in executing and delivering to Tenant or the title company such reasonable affidavits, undertakings, or other instruments as may be necessary to cause this issuance of such leasehold owner's

policies. By executing this Lease, Tenant shall be deemed to have approved and accepted the status of title as reflected in such title commitments.

**Section 8. Use of Leased Property; Assignment and Subletting.**

(A) Permitted Use. Except with the prior written consent of the Landlord (which may be granted or withheld in its sole and absolute discretion) or as otherwise provided in this Lease, the Leased Property shall be used only for the operation of a Charter School (or other uses that, as with the advancement of technology, are customary for a public Charter School facility from time to time), which may include other uses incidental to the operation of a Charter School.

(B) Prohibition of Use. If at any time during the Term of this Lease, any Law shall prohibit the use of a School Facility for a School as set forth in Section 8(A) of this Lease (the “**Prohibition**”), then (a) promptly upon Tenant having a reasonable certainty of a Prohibition proposed by a Governmental Authority having appropriate jurisdiction, or (b) immediately upon Tenant’s receipt of any notice from any Governmental Authorities of any Prohibition, Tenant shall promptly notify Landlord of such fact, and Tenant shall have the right (but not the obligation) to proceed, in its or Landlord’s name, and at Tenant’s sole cost and expense, to take such action as Tenant shall determine to be necessary or desirable to contest or challenge the Prohibition. If a Prohibition should occur or be imposed, (1) nothing in this Section 8(C) shall be deemed to impair Tenant’s obligations under Section 12 at any time during which Tenant is not prohibited from using such School Facility for the purposes permitted in Section 8(A) by the Prohibition, and (2) this Lease shall be immediately terminated following the finalization of such Prohibition.

(C) Tenant Subletting and Assigning.

(i) For purposes of this Section 8(C), subleases shall be deemed to include any licenses, management contracts, other similar arrangements relating to the demise or use of all or any part of the Leased Property.

(ii) Except as provided herein, Tenant shall not assign this Lease or sublet any of the Leased Property in whole or in part, by operation of law or otherwise (including merger, consolidation of Tenant into or with any other entity, dissolution of Tenant, change in control, reorganization, sale of Tenant’s assets or transfer of membership interest resulting in a change of control of Tenant), without the consent of Landlord.

(iii) Tenant may sublet portions of the Leased Property as follows:

(a) Tenant may enter into short-term rentals of gymnasias, auditoriums, playing fields, classrooms and similar facilities if such sublease or rentals furthers the purposes described in Section 8(A);

(b) Tenant may rent or sublet property for Ancillary Uses, provided that such Ancillary Uses are covered under the policies of insurance required pursuant to Section 16 or the renter or sublessee carries reasonable policies of insurance.

(iv) In the event of an approved assignment or transfer by Tenant, Tenant shall remain liable and responsible under this Lease unless Tenant enters into a written agreement by which the assignee or transferee agrees to assume all of Tenant’s unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease.

(D) Landlord's Assignment.

(i) Anything in this Lease to the contrary notwithstanding, Landlord shall have the right, without Tenant's consent, to sell, transfer, or assign Landlord's leasehold interest in the Leased Property and/or this Lease at any time and in such event, Landlord shall be relieved of Landlord's obligations under this Lease to the extent such obligations arise after the date of such sale, transfer, or assignment, provided that such transferee, or assignee agrees to assume all of the unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease.

(ii) Landlord shall promptly notify Tenant in writing of any change in the Landlord's leasehold estate in and to the Leased Property, giving the name and address of the new owner and instructions regarding the payment of Rent. In the event of any change in or transfer of Landlord's leasehold estate in the Leased Property, whether voluntary or involuntary, or by act of Landlord or by operation of Laws, Tenant shall have the right to continue to pay Rent to the party to which Tenant was making such payments prior to such change in title until Tenant shall have been notified of such change in title and given satisfactory proof thereof (it being hereby agreed that a letter from the prior owner of the Leased Property notifying Tenant of such transfer and the name and address of the new owner shall be deemed satisfactory proof of such change in title).

**Section 9. Holding Over.** Any holding over with respect to the Leased Property after the last day of the Initial Fixed Term or any extension thereof, with permission of Landlord, shall be construed to be a monthly tenancy, on the terms herein set forth, terminable by either party on not less than one month's notice, with the exception that Annual Fixed Rent shall be increased to (i) one hundred twenty five percent (125%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term for the first ninety (90) days of holding over; and (ii) one hundred fifty percent (150%) of the Annual Fixed Rent that existed for the year prior to the expiration of the then current term thereafter.

Any holding over with respect to the Leased Property after the last day of the Initial Fixed Term or any extension thereof, without the permission of Landlord, shall be construed to be a tenancy at sufferance, thereby entitling Landlord to immediately proceed with an eviction action without prior notice. Additionally, Landlord shall be entitled to two hundred percent (200%) of the Annual Fixed Rent in place for the year prior to the expiration of the then current term for the entire period during which Tenant refuses to surrender possession after expiration of the then current term.

**Section 10. School Personal Property.** The School Personal Property (but not the School Furnishings and Equipment) shall be subject to a Landlord lien, if allowable by law, but shall not become a part of the realty and may be removed from the Charter School Facility by Tenant at any time during the term hereof or upon the termination of the Term hereof, provided no Event of Default has occurred hereunder. To protect Landlord's security interest in the School Personal Property, Landlord may file, or cause to be filed, a UCC 1 Financing Statement encumbering any and all assets of Tenant, now owned or hereafter acquired, including but not limited to the School Personal Property. The School Furnishings and Equipment shall remain the sole and exclusive property of Landlord. Landlord hereby expressly does not waive any landlord's lien, contractual or statutory, to any of the School Personal Property located on or connected to the Charter School Facility or Leased Property. Tenant may not grant to its lender(s) a security interest or other lien in the School Personal Property (or enter into an equipment lease therefor) without Landlord's written authorization, which authorization may be conditioned or delayed.

**Section 11. Utilities.**

(A) Tenant shall pay all charges for gas, electricity, water, sewer service and other utilities used in the School Facility and the Leased Property during the Construction Term (provided that such costs shall be included in the Total Development Cost) and during the Term, all such utilities to be separately metered and to be obtained by Tenant from the applicable utility company; provided, however, Tenant also shall be solely responsible for the payment of any connection, tap, hookup or other fee(s) imposed by Governmental Authority or by any utility company to extend and/or connect utility service to the Leased Property (provided that such costs shall be included in the Total Development Cost with respect to costs arising during the Construction Term).

(B) Tenant shall, at Tenant's expense, furnish, install and maintain in good condition and repair, (i) to points in the School Facility, all storm and sanitary sewers, and all gas, water, telephone, electrical facilities and other utilities of such size and type as may be required to provide adequate service for the Leased Property, and (ii) to Tenant's Signs, electrical facilities of such size and type as may be required to adequately service Tenant's Signs. Notwithstanding the foregoing, the initial installation of all of such utilities and facilities shall be installed and paid in accordance with the Plans and Specifications and thereafter all other costs of maintenance, repair and replacement shall be at Tenant's sole cost and expense.

**Section 12. Governmental Compliance.**

(A) Tenant shall comply with all Laws and Legal Requirements which affect the Leased Property and the School Facility located thereon and the use and occupancy thereof, including, subject to the provision of paragraph (B) below, the ADA, and those relating to the operation of Tenant, including those that involve employee, worker or occupant health, safety and/or environmental concerns, including, without limitation, those concerning child-occupied facilities. If Tenant receives written notice of any violation of any Legal Requirements applicable to the Leased Property, Tenant shall give prompt notice thereto to Landlord.

(B) Landlord shall cause the Leased Property, at time of original occupancy by Tenant, to be in compliance with the ADA, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 *et seq.*, and any other similar federal, state, or local disability statutes, regulations, or other rules, and to the extent Landlord conducts any repairs or rehabilitation to the Leased Property (pursuant to Section 20(D) or otherwise), such repairs or rehabilitation shall be in such compliance. Tenant acknowledges and agrees that except as set forth in the preceding sentence, it is responsible for compliance with the ADA, and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances relating to removal of the barriers within the workplace; i.e., arrangement of interior furnishings and access within the each Leased Property and School Facility, and any improvements installed by Tenant. In the event that after the Initial Fixed Term Commencement Date, additional improvements are required on the Leased Property in order to comply with the requirements of the ADA, Tenant shall construct, maintain and repair such additional improvements at Tenant's sole cost and expense. If Landlord's consent would be required for alterations to bring the Leased Property into compliance, Landlord agrees not to unreasonably withhold its consent.

**Section 13. Environmental Agreements.**

(A) Parties; Environmental Knowledge. Each Party hereby acknowledges and agrees that it has received the Environmental Report and is fully aware of the contents of the Environmental Report and accepts that the Leased Property is subject to all matters and conditions disclosed in the Environmental Report. Landlord has provided to Tenant for Tenant's review all other environmental due diligence

exercised by Landlord prior to the purchase of the Leased Property. Further, Tenant agrees that it has reviewed the information and found the site to be acceptable. Tenant acknowledges that Landlord has not undertaken any investigation or inquiry with respect to environmental aspects of the Leased Property other than its review of the Environmental Report and the other such due diligence. Accordingly, Landlord and Tenant each agree to accept the Leased Property “as is,” without any agreements, representations, understandings or obligations on the part of Landlord or Tenant.

(B) Landlord’s Environmental Responsibilities during the Term of this Lease. During the Term of this Lease, Landlord shall not cause any Hazardous Substances to be used, stored, generated or disposed of (collectively “Used”) on, in or under the Leased Property by Landlord, except for those Hazardous Substances which may lawfully be used in the ordinary course of business in the operation of such properties or which may be reasonably required in the performance by Landlord of its obligations under this Lease, and then only to the extent no Laws in effect at such time are violated by Landlord.

(C) Tenant’s Environmental Responsibilities. During the Term of this Lease, Tenant shall not cause or permit any Hazardous Substances to be used on, in or under the Leased Property by Tenant, Tenant’s agents, employees or contractors, or anyone claiming by, through or under Tenant, except in the ordinary course of business in the operation of Tenant’s business as permitted by Section 8, or as reasonably required in performing the obligations of Tenant under this Lease, and then only to the extent no Laws in effect at such time are violated by Tenant.

(D) Environmental Indemnities. Tenant shall indemnify and save Landlord harmless from any and all claims of third parties, and damages, costs and losses owing to third parties or suffered by Landlord, including court costs, reasonable attorneys’ fees and consultants’ fees, arising either (1) during the Term or after the Term and directly caused by Tenant or during Tenant’s operations and (2) reasonably incurred or suffered by the Landlord as a result of any default or breach of any covenant made by Tenant under this Section. It is a condition of this indemnification and hold harmless that the Tenant shall receive notice of any such claim against the Landlord promptly after Landlord first has knowledge thereof, but no failure by the Landlord to promptly notify the Tenant of any such claim shall adversely affect the Landlord’s right to indemnification except (and only to the extent) that the Tenant can prove prejudice as a result of the failure to receive prompt notice. This indemnification and hold harmless includes any and all costs reasonably incurred by the Landlord after notice to Tenant for any cleanup, removal or restoration mandated by any public official acting lawfully under applicable Laws if Tenant shall not timely perform such work.

(E) Survival. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

**Section 14. Maintenance and Repairs.**

(A) Tenant shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Leased Property including without limitation, all costs and expenses required to be incurred in the event that any Governmental Authority imposes mandatory controls or guidelines on the School Facility, or any part thereof, relating to the use or conservation of energy, water, gas, oil and electricity or in the event that Landlord is required to make alterations to the School Facility as required to comply with such mandatory or voluntary obligations. Tenant shall at all times, at its own expense, and subject to reasonable wear and tear and damage by casualty or condemnation, which are addressed by Section 15, keep the Leased Property in first class condition and repair as a school. Starting on lease commencement the Tenant, at Tenant’s sole expense, agrees to execute and continue in perpetuity for the duration of the Lease a systems maintenance plan for and inclusive of all building systems. Additionally, Tenant agrees to provide and execute on a maintenance plan for other facility items, including but not limited to, wall and paint repair, flooring maintenance and repairs, ceiling repairs, exterior cleaning, etc.

With respect to the Leased Property, such maintenance shall include without limitation, all interior and exterior repairs (including all replacements of components, systems or parts which are a part of, or are incorporated into, the Leased Property or any part thereof), whether structural or nonstructural, foreseen or unforeseen, ordinary or extraordinary and all common area maintenance including, without limitation, removal of dirt, snow, ice, rubbish and other obstructions and maintenance of sidewalks and landscaping.

(B) Tenant, at Tenant's expense, shall inspect, service and maintain the Leased Property on a schedule reasonably determined and delivered to Tenant from Landlord, but in no event shall the inspection, service and maintenance be less than manufactures recommendations. Tenant shall keep a written record (including photographs of the Leased Premises showing the condition of the same) of its inspections service and maintenance performed on the Leased Property (including maintenance and service contracts, maintenance logs, etc.) and shall deliver the same to Landlord, within two (2) business days of Landlord's request.

**Section 15. Damage and Condemnation Clauses.**

(A) Damage.

(i) Duty to Rebuild. If the School Facility is damaged or destroyed by fire, casualty or other cause, either in whole or in part, and Tenant does not elect to terminate this Lease with respect to the School Facility pursuant to the provisions of clause (ii) below, Tenant shall, with due diligence remove any resulting debris and repair and/or rebuild the damaged or destroyed structures and other improvements to operational status, so that such structures and other improvements shall have a value, utility, condition, and character as nearly as reasonably practicable to the value, utility condition, and character of such structures and other improvements immediately prior to such fire or other casualty (assuming the School Facility to have been in the condition required by this Lease ). Subject to clause (ii) below, Landlord shall make all insurance proceeds available as a result of such fire or other casualty to Tenant for restoration. Tenant shall obtain Landlord's consent to any material deviation in the nature of the structures and other improvements being repaired or rebuilt which Tenant is required to make and obtain approval from Governmental Authorities having jurisdiction for such restoration. Until the date Tenant reopens the portions(s) of the School Facility so damaged or destroyed, the Rent and other charges hereby reserved, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall abate to the extent covered by the business interruption insurance carried by Tenant pursuant to Section 16(D) hereof.

(ii) Right to Terminate on Certain Damage. If the School Facility is damaged or destroyed by fire, casualty or any cause whatsoever and either (1) following the eighteenth (18th) Lease Year of the Initial Fixed Term, or during any applicable Option Period, such damage has rendered the Leased Property, in Tenant's good faith opinion, unsuitable for restoration for the continued uses as permitted hereunder (unless caused by the gross negligence or intentional act or omission of Tenant and if Tenant has complied with its insurance obligations under this Lease, including maintaining insurance against loss of rents by Landlord) or (2) the insurance proceeds are insufficient, in Tenant's good faith opinion, of restoring the Leased Property to the value, utility, condition, and character to the same value, utility condition, and character of such structures and other improvements immediately prior to such fire or other casualty, Tenant may terminate this Lease by notice to Landlord given within thirty (30) days after such damage or destruction. Upon the giving of such notice by Tenant to terminate this Lease with respect to the Leased Property and School Facility affected, this Lease shall automatically terminate and the Annual Fixed Rent and other charges hereunder shall be adjusted as of the date of such destruction.

(iii) Proceeds. If this Lease is terminated as provided in this Section 15(A) following damage to or destruction of the School Facility, or the Leased Property cannot be rebuilt by reason of any

Laws then in effect, the proceeds of all hazard insurance on the School Facility which is maintained by Tenant or Landlord pursuant to Section 16 shall belong to Landlord. For purposes of clarification, in no event shall Landlord be obligated to incur any cost or expense in connection with Tenant's restoration obligations under this Section 15, and Tenant shall be solely responsible for all costs of restoration and repairs to the Leased Property upon any damage or destruction thereof, whether or not covered by insurance proceeds.

(B) Condemnation.

(i) In General. If any material part of the Leased Property (meaning any part of the School Facility) shall be taken in any proceeding by any Governmental Authority by condemnation or otherwise, or be acquired for public or quasi-public purposes, or be conveyed under threat of such taking or acquiring (which Landlord shall not do without Tenant's prior written consent), or constitute a condemnation of the principal points of ingress or egress to the Leased Property (either permanently or for such temporary period in excess of one hundred eighty (180) days), and Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Leased Property, then a "**Material Condemnation**" shall have occurred and Tenant shall have the right to terminate this Lease with respect to the School Facility.

(ii) Restoration. In the event a material part of the Leased Property (meaning any part of the School Facility) is so taken and Tenant elects not to terminate this Lease with respect to the Leased Property and School Facility, then Tenant shall, to the extent of the condemnation award made available therefor, restore the School Facility to a complete unit as similar as reasonably possible in design, character and quality to the building which existed before such taking. In the event the School Facility is partially taken and this Lease is not terminated with respect to the Leased Property and School Facility, there shall be no reduction or adjustment in the Annual Fixed Rent and other charges thereafter payable hereunder. Any restoration work to be performed pursuant to this Section shall be completed in accordance with plans and specifications which shall have been approved by Landlord and Tenant, such approvals not to be unreasonably withheld, and all condemnation awards shall be applied to pay the costs and expenses of such restoration work to the extent required. All remaining proceeds shall be paid to Landlord.

(iii) Condemnation Proceeds. In any such proceeding whereby all or part of the Leased Property is taken, and Tenant elects to terminate this Lease in accordance with this Section 15(B), all such condemnation awards shall be the sole and exclusive property of the Landlord, but shall be made available to Tenant for any restoration required by Tenant hereunder in accordance with this Section 15(B). Notwithstanding the foregoing, Tenant shall have the right to make a separate claim for so-called bonus value, moving expenses, and other damages compensable under applicable Law, so long as such separate claim does not result in a diminution in Landlord's award.

(iv) Temporary Taking Awards. If by reason of a taking Tenant shall be temporarily deprived in whole or in part of the use of the School Facility or any part thereof for a period of one hundred eighty (180) days or less, the entire award made as compensation therefor shall belong to Tenant, and this Lease shall remain unaffected and there shall be no abatement of the Annual Fixed Rent payable hereunder.

(v) No Taking by Landlord Action. Landlord shall not initiate or take any action seeking a public or private taking of the School Facility or the Leased Property or any part of them.

**Section 16. Insurance, Indemnity, Waiver of Subrogation and Fire Protection Property Policy.**

(A) Insurance Requirements. Landlord may elect, at its absolute and sole discretion, to purchase the insurance coverages outlined in subsection (i)-(iv) below and include the same on a policy

obtained by Landlord. Should Landlord elect to purchase said coverages, the Annual Fixed Rent shall be increased to cover the cost of obtaining the insurance coverages herein outlined. Tenant shall be responsible to obtain and pay for any and all other insurance or other requirements hereunder.

(i) During Term hereof, Tenant shall at its expense except as provided below, keep the Leased Property insured in the name of Landlord (and, as applicable Tenant (as their interests may appear with each as named insured or loss payee as applicable to provide each with the best position) against damage or destruction by fire and the perils commonly covered under a special form policy in an aggregate amount equal to the full replacement cost of the Leased Property (without deduction for physical depreciation), and shall have deductibles no greater than \$10,000.00 (as adjusted pursuant to the last sentence of this Section 16(A) and with higher deductibles for wind and earthquake coverage (if required as provided below) as the applicable insurer may require), unless approved by Landlord, in writing.

(ii) Such policy also shall cover floods (subject to clause (iii) below) and similar hazards as may be customary for comparable properties in the area, and such other “additional coverage” insurance as Landlord or any holder of a Mortgage on the Leased Property may reasonably require, which at the time is available and commonly obtained in connection with properties similar in type of building size and use to the School Facility and located in the geographic area where the Leased Property is located, including without limitation terrorism coverage (but only if required by Landlord’s mortgagee and available on commercially reasonable terms) and, where customary, earthquake coverage. Tenant shall be required to obtain and maintain, during the Term of this Lease, flood insurance that meets the required national Flood Insurance Program (NFIP) maximum limits.

(iii) Tenant shall not be required to purchase any additional nonresidential flood insurance policy or excess flood insurance policy unless any portion of the Property is currently or at any time in the future is located in a “special flood hazard area” designated by the Federal Emergency Management Agency otherwise required by any applicable Laws. Landlord agrees to provide Tenant all documentation in its possession that would assist Tenant in securing such flood insurance.

(iv) Tenant shall be responsible for determining that the amount of property damage coverage insurance maintained complies with the requirements of this Lease. The proceeds of such insurance in case of loss or damage to the Leased Property shall be held in trust and applied on account of the obligation of Tenant to repair and/or rebuild the Leased Property pursuant to Section 15 to the extent that such proceeds are required for such purpose. The insurance required to be carried by Tenant under this Section 16(A) shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance shall be issued on ACORD 28 or equivalent) from Tenant’s insurer, authorized agent or broker. Upon request, Tenant shall name the holder of any Mortgage on the Leased Property pursuant to a standard mortgagee, or loss payee clause with respect to the foregoing property insurance, provided such holder agrees with Tenant in writing to disburse such insurance proceeds to Tenant for, and periodically during the course of, repair and restoration of the School Facility as set forth in this Lease. Any such insurance proceeds not required for the repair and restoration of the Leased Property, if any, shall be paid to Landlord. The deductible amount set forth above may be increased during each School Lease Year (including any Option Periods) during which the Annual Fixed Rent is increased by the same percentage as the Annual Fixed Rent is increased at such times pursuant to the definition of Annual Fixed Rent.

(B) DIC Policy. If required by Landlord’s lender, or the holder of a Mortgage, during the Term, Tenant shall, at its expense, keep the Leased Property insured in the name of Landlord and Tenant (as their interests may appear with each as named insured or loss payee as applicable to provide each with the best position) against all risks of direct physical loss or damage, except those risks excluded under the insurance required under Paragraph (A) of this Section, under a so-called difference in conditions policy (“**DIC Policy**”) in the amount of 100% of the replacement cost thereof. The proceeds of such insurance in

case of loss or damage shall be held in trust and applied on account of the obligation of Tenant to repair and/or rebuild the applicable Leased Property pursuant to Section 15 to the extent that such proceeds are required for such purpose. The insurance required to be carried by Tenant under this Section shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance to be issued on ACORD 25 or 28 from Tenant's insurer, authorized agent or broker). Upon request, Landlord may name the holder of any Mortgage on the Leased Property pursuant to a standard mortgagee clause, or loss payee as such holder shall elect with respect to the foregoing property insurance provided such holder agrees in writing to disburse such insurance proceeds to Tenant for, and periodically during the course of, repair and restoration of the Leased Property as set forth in this Lease. Any such insurance related proceeds not required for the repair and restoration of the School Facility shall belong to Landlord.

(C) Liability Insurance. Tenant agrees during the Construction Term (if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) Tenant will keep liability insurance reasonable to the access it will have. During the remainder of the Term, Tenant will maintain a commercial general liability policy (including personal injury and property damage) for the Leased Property with limits of not less than (i) \$2,500,000 each occurrence; (ii) \$5,000,000 general aggregate; and (iii) \$5,000,000 products/completed operations aggregate, which policy shall insure Tenant's indemnity obligations under Section 18(A)—Indemnification Generally by contractual endorsement thereunder. Tenant shall cause Landlord, and any lender of Landlord, to be named as an additional insured on a primary and non-contributory basis on all policies of liability insurance maintained by Tenant (including excess liability and umbrella policies) with respect to the Leased Property on a primary basis. Tenant shall be permitted to maintain commercially reasonable deductibles under any such insurance. If Landlord has other insurance applicable to the loss, it will be on an excess basis. The insurance required to be carried by Tenant under this Section shall be evidenced by a certificate of insurance (such insurance certificate with respect to property insurance shall be issued on ACORD 25) from Tenant's insurer, authorized agent or broker. The amounts of insurance required under this Section may be satisfied by Tenant purchasing coverage for the limits herein specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits herein specified.

(D) Rental Loss/Business Interruption Insurance. During the Term hereof, Tenant shall, at its expense, keep and maintain for the benefit of Landlord, coverage for the loss of Rent payable hereunder for a period of up to the next succeeding fifteen (15) months.

(E) Workers' Compensation Insurance. Tenant shall maintain during the Term hereof (and during the Construction Term if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) with respect to its operations and all of its employees at the Leased Property, a policy or policies of workers' compensation insurance, in accordance with and in the amounts required by applicable Laws and when applicable to federal laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$100,000.00 per occurrence.

(F) Employee Dishonesty. Tenant shall maintain, with respect to the operations on the Leased Property, a policy for employee dishonesty with limits not less than \$250,000 per claim.

(G) Errors and Omissions. Tenant shall maintain, with respect to the operations on the Leased Premises, an errors and omissions policy or policies (including directors and officers) with combined single limits of not less than (i) \$3,000,000.00 per claim occurrence and (ii) \$3,000,000.00 general aggregate, and a school leaders policy with combined single limits of not less than (i) \$1,000,000.00 per claim occurrence and (ii) \$1,000,000.00 general aggregate.

(H) Crime. Tenant shall maintain, with respect to the operations on the Leased Property, a policy for crimes that may occur on or with respect to the Leased Property, or any operations thereon, in the amount per claim of \$250,000.00.

(I) Automobile. Tenant shall maintain during the Term hereof (and during the Construction Term if Tenant enters or accesses the Leased Property prior to the Initial Fixed Term Commencement Date) comprehensive automobile insurance covering all owned, non-owned and hired automobiles used in connection with the operation of the Leased Property (and each of them) and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence.

(J) Release: Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, it is agreed that each party (the “**Releasing Party**”) hereby releases the other (the “**Released Party**”) from any liability which the Released Party would, but for this Section, have had to the Releasing Party during the Construction Term and Term of this Lease resulting from any accident or occurrence or casualty which is covered by Tenant’s required insurance under this Lease (including DIC, Liability, Automobile and Workers Compensation), including which is or would be covered by a fire or “all risk” property insurance policy in use in the state in which the Leased Property is located, whether or not the Releasing Party is actually maintaining such an insurance policy, or which is covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence, which casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees; provided, however, the mutual releases hereinabove set forth shall become inoperative and null and void if the Releasing Party wishes to place such insurance with an insurance company which takes the position that the existence of such release vitiates or would substantially adversely affect any policy so insuring the Releasing Party and notice thereof is given to the Released Party. Notwithstanding any other term or provision to the contrary set forth herein, Tenant agrees and acknowledges that Landlord shall have no responsibility or liability for any loss, damage or injury to Tenant’s Property which is located in, on or about the Leased Property at any time and from time to time, regardless of the cause of such loss, damage or injury, and that all of Tenant’s Property is located in, on or about the Leased Property at Tenant’s sole risk. Tenant hereby releases Landlord from any and all claims with respect to loss, damage or injury to Tenant’s Property located in, on or about the Leased Property, regardless of the cause of such loss, damage or injury, except to the extent the same is caused by any willful or grossly negligent act or omission of Landlord, its agents, employees or contractors.

(K) General. All policies of insurance required pursuant to this Section shall be issued by companies approved by Landlord, and authorized to do business in the state where the Leased Property is located. Furthermore, Tenant shall deliver to Landlord a copy of all insurance contracts that are required and such insurance company shall have (i) an A.M. Best rating of not less than “A-VII”; (ii) shall include effective waivers by the insurer of all claims for insurance premiums against all loss payees, additional loss payee, additional insured or named insured; (iii) shall contain such provisions as Landlord deems reasonably necessary or desirable to protect its interest including any endorsements providing that neither Tenant, Landlord nor any other party shall be a co-insurer under said policies and that no modification, reduction, cancellation or termination in amount of, or material change (other than an increase) in, coverage of any of the policies required hereby shall be effective until at least thirty (30) days after receipt by each named insured, additional insured and loss payee of written notice thereof or ten (10) days after receipt of such notice with respect to nonpayment of premium; (iv) shall permit Landlord to pay the premiums and continue any insurance upon failure of Tenant to pay premiums when due; and (v) shall provide that the insurance shall not be impaired or invalidated by virtue of (A) any act, failure to act, negligence of, or violation of the declarations, warranties or conditions contained in such policy by Tenant, Landlord or any other named insured, additional insured or loss payee, except for the willful misconduct or gross negligence of Landlord knowingly in violation of the conditions of such policy or (B) the occupation, use, operation or maintenance of the Leased Property for purposes more hazardous than permitted by the terms of the

policy. Tenant shall not have any obligation to deposit or escrow any amounts with Landlord or any other person for the payment of any premiums or other costs of insurance required to be maintained by Tenant hereunder.

**Section 17. Indemnification Generally.**

(A) Tenant agrees to indemnify and hold harmless, Landlord, its trustee, directors, officers, agents and servants from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Landlord, as fee owner of the Leased Property, and/or Landlord, as a leasehold owner of the Leased Property, or consequential damages imposed upon or asserted against the Landlord by unaffiliated third parties, including, without limitation, any liabilities, costs and expenses, damages imposed upon or asserted against Landlord, on account of (i) imposed upon or asserted against Landlord as a result of any failure on the part of Tenant's to perform or comply with any of the terms of this Lease; (ii) any use, misuse, non-use, maintenance or repair by Tenant of the Leased Property, (iii) any impositions which are the obligation of Tenant to pay pursuant to the applicable provisions of this Lease, (iv) any liability Landlord may incur or suffer as a result of the ADA affecting the Leased Property, unless Landlord has violated Section 12(B), and (v) any accident, injury to or death of any person or damage to property on or about the Leased Property, except in each instance to the extent the same is caused by any willful or grossly negligent act or omission of Landlord, their agents, employees or contractors. If at any time any claims, costs, demands, losses or liabilities are asserted against Landlord by reason of any of the matters as to which Tenant indemnifies Landlord hereunder, Tenant will, upon notice from Landlord, defend any such claims, costs, demands, losses or liabilities at Tenant's sole cost and expense by counsel selected by Tenant and reasonably acceptable to Landlord. Landlord agrees to indemnify and hold harmless, Tenant from and against all liabilities, costs and expenses (including reasonable attorney's fees) imposed upon or asserted against Tenant as a result of any failure on the part of a Landlord to perform or comply with any of the terms of this Lease.

(B) Landlord agrees to indemnify and hold harmless, Tenant, its trustee, directors, officers, agents and servants from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Tenant, as fee owner of the Leased Property, and/or Tenant, as a leasehold owner of the Leased Property, or consequential damages imposed upon or asserted against the Tenant by unaffiliated third parties, including, without limitation, any liabilities, costs and expenses damages imposed upon or asserted against Tenant, on account of (i) imposed upon or asserted against Tenant as a result of any failure on the part of Landlord's to perform or comply with any of the terms of this Lease; (ii) any use, misuse, non-use, maintenance or repair by Landlord of the Leased Property, (iii) any impositions which are the obligation of Landlord to pay pursuant to the applicable provisions of this Lease, (iv) any liability Tenant may incur or suffer as a result of the ADA affecting the Leased Property in violation of Section 12(B), and (v) any accident, injury to or death of any person or damage to property on or about the Leased Property, except in each instance to the extent the same is caused by any willful or grossly negligent act or omission of Tenant, their agents, employees or contractors. If at any time any claims, costs, demands, losses or liabilities are asserted against Tenant by reason of any of the matters as to which Landlord indemnifies Tenant hereunder, Landlord will, upon notice from Tenant, defend any such claims, costs, demands, losses or liabilities at Landlord's sole cost and expense by counsel selected by Landlord and reasonably acceptable to Tenant. Tenant agrees to indemnify and hold harmless, Landlord from and against all liabilities, costs and expenses (including reasonable attorney's fees) imposed upon or asserted against Landlord as a result of any failure on the part of a Tenant to perform or comply with any of the terms of this Lease.

**Section 18. Tenant to Pay Taxes.** During the Construction Term (subject to inclusion thereof in the Total Development Cost) and Term of this Lease, Tenant shall pay the Taxes Applicable to the Leased Property directly to the appropriate taxing authorities prior to their delinquency. Landlord will cooperate

with Tenant, at Tenant's sole cost and expense, in submitting any applications or other forms to the applicable taxing authority such that the Leased Property may receive a reduction or exemption in Taxes Applicable to the Leased Property due to the use of the Leased Property as a Charter School. Tenant shall have the right (but shall not be obligated) to contest the Taxes Applicable to the Leased Property or the validity thereof by appropriate legal proceedings or in such other manner as it shall deem suitable, and Landlord shall join in such contest, protest or proceeding, but at Tenant's sole cost and expense. Landlord shall not, during the pendency of such legal or other proceeding or contest, pay or discharge any Taxes on the Leased Property, or tax lien or tax title pertaining thereto, provided Landlord may do so in order to stay a sale of the Leased Property through foreclosure of a tax lien thereon or to clear the title to the Leased Property. Any refund obtained by Tenant shall be paid first to Tenant to the extent of its costs and expenses of such contest and on account of any portion of the Taxes so refunded which was previously paid by Tenant.

**Section 19. Alterations and Tenant's Liens; Tenant Signs.**

(A) Minor Alterations. So long as no Event of Default shall have occurred and be continuing, Tenant may, at its expense, make any additions, modifications or alterations to the Leased Property with prior written consent of Landlord, however, consent shall not be required if the cost of such additions, modifications or alterations is less than \$100,000; provided that (i) upon completion of such additions or alterations, neither the fair market value of the Leased Property shall be materially lessened thereby nor the utility or condition of the Leased Property materially impaired, below the value, utility or condition thereof immediately prior to such action, (ii) such additions or alterations do not materially, adversely affect the Use of the Leased Property as set forth in Section 8 or any other provision herein, (iii) such work shall be completed in a good and workmanlike manner and in compliance with all applicable Laws and insurance requirements, and (iv) such additions or alterations are nonstructural in nature. Title to all additions, modifications or alterations to any of the Leased Property shall be and remain part of the Leased Property and subject to this Lease.

(B) Title to Tenant's Alterations. Subject to the provisions of Section 10 and other than Tenant's Property, any alterations, changes, improvements and additions made by Tenant shall immediately become the property of Landlord and shall be considered a part of the Charter School Facility.

(C) No Tenant Liens. Tenant shall not permit any mechanic's, materialman's or other similar lien to be foreclosed against the Leased Property by reason of work, labor, services or materials performed by or furnished to Tenant or anyone holding any part of the Leased Property under Tenant. If any such lien shall at any time be filed, Tenant may contest the same in good faith but Tenant shall, prior to foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Leased Property to any lien or liability under the lien laws of the state in which the Leased Property is located. Notwithstanding the foregoing, if any mechanics', materialmen's or other similar lien is filed against the Leased Property, and the amount of such lien claim exceeds \$50,000, then Tenant shall, within thirty (30) days after the filing thereof, remove, or bond over, or provide such other security satisfactory to Landlord, protecting Landlord from loss or liability by reason of such lien. Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Landlord may suffer or incur by reason of any such mechanics', materialmen's or other similar lien.

(D) Landlord Elective Improvements. During the Term, Landlord shall not be required to build or rebuild any improvements to the Leased Property or the School Facility, or to make any repairs, replacements, alterations, restorations or renewals thereto. In the event that Landlord should, in its sole

discretion elect to make capital improvements to the Leased Property, it may only do so with Tenant's consent, which may be given or withheld in Tenant's sole discretion without any adjustment in Rent.

(E) Tenant's Signs. During the Term, Tenant may install, Permitted Signs. Except for Permitted Signs, Tenant agrees not to install any signs or other advertising devices on the Leased Property or the exterior of the School Facility without Landlord's prior written consent. Once Landlord consents to the use of any specific type of sign for a particular purpose, Tenant shall be entitled to use such signs for future uses.

(F) All Permitted Signs shall comply with all applicable Laws, any applicable REA, and insurance requirements. Tenant will not paint, cut, disfigure or otherwise alter the brickwork, facades or other exterior portions of the Building, nor the roof, windows, doors or other elements of the School Facility, nor install any awnings or marquees, without Landlord's prior written consent. All costs of installing, maintaining, repairing and removing the Permitted Signs shall be paid by Tenant. Tenant shall keep all Permitted Signs in good condition, appearance and repair at all times, and will remove all such signs and repair all damage to the Building caused thereby prior to expiration or termination of this Lease.

**Section 20. Restrictive Agreements; Grants of Easements.** To the extent there are any Restrictive Agreements or grants of easements related to the Leased Property, Landlord and Tenant hereby agree as follows:

(A) Tenant's Consent. If any REA or grant of easement causes or could reasonably be interpreted to require the payment of costs in excess of \$25,000 a year, Landlord shall not enter into such REA or easement agreement without Tenant's prior written consent. Without limiting the generality of the foregoing, Tenant agrees to pay any assessments, costs, common area maintenance and operating charges, lighting charges, all common area cost contributions, and any and all other amounts that Landlord would otherwise be obligated to pay under any REA.

(B) Landlord's Amendments. Landlord shall not approve or agree to any amendment of any REA which materially adversely affects the rights granted to Tenant hereunder without Tenant's prior consent.

(C) Landlord's Grant of Easements. Landlord shall not unreasonably withhold, condition, or delay the grant of utility, access and similar easements which are requested by Tenant, to the extent necessary for the use and operation of the Leased Property for the uses permitted hereunder so long as such easements and agreements do not materially reduce the value of the Leased Property. Landlord will use commercially reasonable efforts to cause any lender to subordinate their respective lien of its mortgage or deed of trust to any such utility, access and similar easements.

(D) Tenant's Compliance. Tenant agrees during the Term of this Lease to comply with and promptly perform each and all of the terms and provisions of any REA, if any, insofar as they relate to the Charter School Facility and the Leased Property.

**Section 21. Charter.** Throughout the Term of this Lease, Tenant agrees to take all action reasonably capable of being taken so that the Charter required for the operation of the Charter School Facility on the Leased Property remains in full force and effect, and upon the expiration thereof, such Charter is continually renewed. Tenant covenants and agrees to the extent allowed by applicable Laws to provide Landlord with all information reasonably provided to the Authorizer, without request by Landlord for the same. Tenant hereby authorizes Landlord, after written notice to Tenant, to make such inquiries of The Authorizer or the Governmental Authorities and others as Landlord shall reasonably deem necessary or desirable with respect to the status of the Charter or School.

**Section 22. Tenant's Operating Covenants; Tenant's Right to Control Operations.**

(A) Tenant will, subject to the remainder of this Section, the provisions of Section 8, and the other applicable provisions in the Lease, operate a school in the Charter School Facility (such covenant being herein called "Tenant's Operating Covenant"). Temporary cessations due to Force Majeure, school breaks and holidays, or other reasons beyond the reasonable control of Tenant will not be deemed to be a violation of Tenant's Operating Covenant.

(B) Tenant shall not perform any act or enter into any agreement that shall cause the revocation, or any adverse modification of its respective status as organizations described in Section 501(c)(3) of the Code or carry on or permit to be carried on any trade or business the conduct of which is not substantially related to the exercise or performance by Tenant, as applicable, of the purposes or function constituting the basis for its exemption under Section 501(c)(3) of the Code if the carrying on of such trade or business is of such extent that it would result in the loss of the exemption status under Section 501(c)(3) of the Code of Landlord (in the instance where Landlord is an exempt organization under Section 501(c)(3) of the Code and Landlord has delivered to Tenant written notice of such exemption) or Tenant.

(C) Nothing contained in this Lease or in rules or regulations (if any) promulgated by Landlord shall be deemed in any way to (i) regulate the manner of operation by Tenant of its charter school business in the Charter School Facility and/or the hours and/or days of such operation, or (ii) require Tenant to operate at times or hours different than the majority of other schools in the community.

**Section 23. Tenant's Reporting; Filing Requirements; Financial Information; Performance.**

(A) Enrollment. Tenant covenants and agrees to provide the expected enrollment and actual enrollment as calculated by including each student considered as participating in the School as a result of the most recent count required by the governmental agency responsible for granting Tenant its charter or other such agency as designated by the laws of the State to collect and verify enrollment data from public Charter Schools. Tenant shall provide to Landlord copies of any and all enrollment reports published by the State or Authorizer. Tenant shall also provide to Landlord an annual report documenting (i) the previous school year's progress in meeting the performance-based goals identified in Tenant's Charter application; (ii) all State-mandated test scores and other accountability indicators, including proficiency rates and Annual Yearly Progress (AYP) results as required under the federal Every Student Succeeds Act of 2015 (for so long as such statute applies to Tenant) and (iii) Updated enrollment figures and two (2) year enrollment projection report. Any allotment memorandum or similar report that Tenant may receive from the State that sets forth monies received by Tenant for a particular month or quarter shall be submitted to Landlord within seven (7) days of receipt. In the event that an allotment memorandum or similar report is unavailable, Tenant shall notify Landlord in writing.

(B) Testing. Within thirty (30) days following its release by the State, Tenant shall provide to Landlord a copy of the results of standardized student performance testing required by the relevant State or Authorizer.

(C) Good Standing. On the first day of each Lease Year, Tenant shall provide to Landlord documentation from the government agency responsible for granting Tenant its charter that Tenant is in good standing under its charter, provided that the government agency responsible for granting Tenant its charter customarily provides said documentation to charter schools. If such documentation is not provided, Tenant shall provide any other evidence it receives from the Authorizer that its Charter is in full force and effect. Tenant shall also provide to Landlord all documentation related to any compliance review completed by the Authorizer.

(D) Other. Tenant shall also provide such other documents, information, and instruments as Landlord may reasonably require within seventy-two (72) hours after request thereof by Landlord. Without limiting the generality of the foregoing, Landlord may send a writing setting forth certain reasonable academic metrics and a reasonable timeframe of response and so long as such request does not unduly interfere with Tenant's operation of its business, Tenant shall use best efforts to comply.

(E) Quarterly Reports. Tenant shall submit to Landlord within thirty-five 35 days of the following quarterly dates: December 31, March 31, June 30, and September, 30, the following information:

- (i) Unaudited financial statements (including balance sheets, cash flow statements and income statements;
- (ii) Year to date actual v. board approved budget;
- (iii) Enrollment statistics for the fiscal quarter;
- (iv) Number of full-time employees;
- (v) Electronic copy of meeting minutes of the governing board and any key personnel or organizational changes;
- (vi) Changes in the School's competitive landscape, expansion plans or State payments received by the School; and
- (vii) Any existing or pending litigation or noncompliance with the School's charter.

(F) Annual Reports. Tenant hereby covenants and agrees to deliver to Landlord the following:

- (i) within thirty (30) days following its annual issuance, a copy of its annual audited financial statements conducted in accordance with GAAP and a copy of the annual report provided to the Authorizer;
- (ii) on or before August 1 of each year of the Term, an annual operating budget prepared by Tenant, together with evidence that such information has been provided to the Authorizer and approved by Tenant's governing board of directors;
- (iii) and a copy of any other financial statements, income expense statements and reports of Tenant and such other additional information, reports and statements respecting the operations and financial condition of Tenant as Landlord may reasonably request from time to time.
- (iv) Notwithstanding anything herein, Tenant agrees to provide all reporting requirements outlined on Exhibit F.
- (v) Landlord's Right to Audit. Subject to applicable Laws, including (but not limited to) any Laws concerning privacy, Landlord, and its duly authorized representatives, shall have the right, upon reasonable advance notice to Tenant, to audit, examine and make excerpts or transcripts of or from records of Tenant, and to make audits of all books and records of income and expenses and other financial information relating to Tenant to verify the net income of Tenant, as determined in accordance with generally accepted accounting principles consistently applied.

(G) Tenant's Compliance May Be Electronic. Tenant may affirmatively comply with any reporting request by sending electronic records or, if Tenant posts such material on its website, by sending a written notice to Landlord containing the URL where such record is posted.

(H) Tenant Records. Tenant shall keep full, complete and proper books, records and accounts of Tenant's business conducted in, upon or from the Leased Property. Landlord, and its agents and employees, shall have the right at any and all times, during Tenant's regular business hours following at least three (3) days prior written notice, to examine and inspect all of the books and records of the Tenant pertaining to the business of the Tenant conducted in, upon or from the Leased Property, for the purpose of investigating and verifying the accuracy of any financial statements and other submittals made by Tenant under this Section.

(I) No Requirement to Provide Information if Violation. Landlord agrees that Tenant shall not be required to share or provide information in violation of any applicable Laws, including but not limited to student records or identifying information, or staff or faculty personnel records or identifying information. Further, Tenant shall not be required to provide attorney-client privileged legal information.

(J) Performance. In the event Tenant does not meet or exceed any of these standards, Landlord shall have the right to require Tenant to create a compliance plan wherein Landlord and Tenant will create benchmarks to assist Tenant in meeting or exceeding these standards.

(K) Reporting Through Epicenter. Tenant shall make all required and requested reporting to Landlord directly and shall utilize the Epicenter reporting mechanism, as maintained and updated by the National Charter Schools Institute ("Institute") (or other reporting mechanism required by Landlord, in Landlord's sole discretion). Tenant hereby irrevocably grants Landlord free and complete access to the data collected by the Institute in relation to the Tenant. Tenant agrees to comply with all requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) prior to providing the Institute with any student education records.

(L) Performance Agreement/Default. Tenant hereby covenants with Landlord that it shall: (1) exceed all academic performance standards as required by the Authorizer in its Charter; (2) meet or exceed the enrollment projections in the financial pro forma that have been mutually agreed upon, which are 300 for Lease Year one, 400 for Lease Year two, 500 for Lease Year three, 600 for Lease Year four, and 700 for Lease Year five and every Lease Year thereafter, and is attached as Exhibit G; (3) propose a mutually agreeable marketing plan to ACD, which must be followed by Charter School; (4) provide a projected yearly financial budget to ACD (and a monthly financial budget showing actual income and expenses versus projected), for ACD's reasonable approval, which will demonstrate Charter School's ability to meet its current and future obligations and financial covenants, as well as demonstrate its adherence to Exhibit G; and (5) make all required and requested reporting requirements, as applicable, to the Authorizer and to ACD as set forth herein. In addition to the requirements of Tenant herein, failure of Tenant to comply with the items (1)-(5) under this section L shall immediately result in an Extraordinary Event of Default, as defined in Section 27, and Tenant hereby waives any Notice of Extraordinary Event of Default by Landlord.

(M) Reserve. Tenant shall deposit the Security Deposit as set forth in this lease. If Tenant fails to meet the performance requirements in Section 23, Landlord reserves the right to utilize the Security Deposit for the hiring of enrollment and/or academic consultants, at the direction of the Landlord to assist in remedying the performance. If the Security Deposit, in full or in part, is used for this expense, Tenant shall replenish the Security Deposit as set forth in Section 6

**Section 24. Estoppel Certificate; Attornment and Priority of Lease; Subordination.**

(A) Estoppel Certificate. Tenant agrees, within seven (7) days after written request by Landlord to execute, acknowledge and deliver to and in favor of Landlord or the proposed holder of any Mortgage or purchaser of the Leased Properties, an estoppel certificate in such form as Landlord or such holder may reasonably require, but stating no less than: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which rent and any other charges have been paid; and (iv) whether such party knows of any default on the part of the other party or has any claim against the other party and, if so, specifying the nature of such default or claim. In the event that Tenant fails to execute, acknowledge and deliver to Landlord, or object to the same, within the seven (7) days referenced above, Tenant shall be deemed to have executed, acknowledged and delivered the same to Landlord. Notwithstanding the foregoing, the parties agree that it shall not be reasonable for Landlord or the holder to require an estoppel certificate that modifies the terms of this Lease.

(B) Attornment by Tenant. Subject to Tenant's rights of non-disturbance as herein provided, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under, any Mortgage prior in lien to this Lease made by Landlord, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under the Lease, provided such purchaser assumes Landlord's obligations under this Lease, in a written agreement in recordable form and with substance reasonably acceptable to Tenant, containing a covenant binding upon such purchaser to the effect that as long as Tenant shall not be in default under this Lease, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Tenant hereunder or its occupancy of the Leased Property be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, and that, except to the extent that the holder of such Mortgage is required to do so to effectively foreclose such Mortgage, Tenant shall not be named as a defendant in any such foreclosure action or other proceeding.

(C) Subordination/Non-Disturbance. Within Seven (7) calendar days of the request of the holder of any Mortgage or Landlord, Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute, acknowledge and deliver an instrument effecting such subordination; provided, however, Tenant's obligation to (a) subordinate its rights under this Lease to the lien of any holder of a Mortgage and (b) execute and deliver such instrument shall be conditioned upon Landlord obtaining and delivering to Tenant, in recordable form, from the holder of any Mortgage to which this Lease is to become subordinate a subordination non-disturbance agreement (each, a "SNDA") reasonably acceptable to Tenant and its counsel containing a covenant binding upon the holder thereof to the effect that as long as no Event of Default shall have occurred and be continuing, this Lease shall not be terminated or modified in any respect whatsoever, nor shall the rights of Tenant hereunder or its occupancy of the Leased Property be affected in any way by reason of such Mortgage or any foreclosure action or other proceeding that may be instituted in connection therewith, and that, except to the extent that the holder of such Mortgage is required to do so to effectively foreclose such Mortgage, Tenant shall not be named as a defendant in any such foreclosure action or other proceeding. Landlord shall obtain and deliver to Tenant, in recordable form, from the holder of any Mortgage to which this Lease is subordinate as of the Effective Date an SNDA. Tenant's failure to deliver the SNDA, in the time frame outlined herein, shall be deemed acceptance of the terms of the SNDA, as drafted.

(D) Other Instruments. Landlord and Tenant, upon request of any party in interest shall execute promptly such commercially reasonable instruments or certificates to carry out the provisions of this Section; *provided, however*, neither party shall be required to execute any such instruments or certificates

that would in any way modify the terms and provisions of this Lease and the costs of entering into such instruments or certificates shall be borne by the party making such request.

**Section 25. Certain Representations, Warranties and Agreements of Landlord.** Landlord represents and warrants to Tenant as follows:

(i) The foundation, flooring and structural components of the Premises shall be sufficient to support loads common to Tenant's business.

(ii) The HVAC system, electrical system, plumbing system, fire prevention system, roofs, foundations and all structural components of the Building shall be in good working order and condition, and fit for their intended purposes, when Tenant assumes occupancy at completion of the construction; and further, Landlord shall be responsible for correction of any construction defects and other responsibilities as detailed herein.

The above representations and warranties are personal to Landlord only, and shall not be binding upon any successor or assign to Landlord, and shall survive for a period of one (1) year after the Effective Date of this Lease.

**Section 26. Tenant's Representations and Warranties.** The covenants and representations set forth in this Section shall be binding upon Tenant and Tenant agrees to fully comply with said covenants and representations unless Landlord waives compliance in writing.

(A) Organization and Authority. Tenant is a non-profit corporation, duly organized and validly existing in good standing under the laws of the state of its organization identified in the first paragraph of this Lease; Tenant is duly qualified to do business and is in good standing in the state where the Leased Property is located or is qualified to do business as a foreign limited liability company or corporation in said state; Tenant has obtained all licenses and permits and has filed all registrations necessary for the lawful operation of its business; and Tenant has the power and authority to own its properties and carry on its business as now being conducted.

(B) Due Authorization. Tenant is duly authorized to execute, deliver, and perform its obligations under this Lease; this Lease has been properly authorized by all requisite corporate action, and its shareholders; this Lease has been duly executed and delivered on behalf of Tenant; this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(C) Separate Operations. Tenant will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and Tenant will file its own tax returns, *provided, however*, that Tenant's assets may be included in a consolidated financial statement with its affiliates provided that the appropriate notations shall be made on such consolidated financial statement to indicate the separateness of Tenant and such affiliates and to indicate that none of such assets and credit of such affiliates are available to satisfy the debts and other obligations of Tenant. Tenant will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Tenant, any constituent party of Tenant, and any affiliate of any constituent party of Tenant) and shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

(D) Consents; Permits; Licenses. All (i) material federal, state and local governmental authorizations, approvals, consents, permits, licenses and charters required by all applicable Governmental

Authorities have been obtained (or will be obtained, except for the Charter, which has been issued and is in full force and effect, promptly as necessary upon completion of the Improvements); (ii) all Legal Requirements including the Charter, for the operation of the School as a Charter School at the Leased Property are in full force and effect (or will be obtained promptly as required upon completion of the Improvements); (iii) the Charter is not the subject of any proceeding, action or inquiry seeking its revocation; (iv) no suspension notice has been given with respect to the Charter; and (v) no notice of non-renewal has been given by the sponsor of the School.

(E) Legal Restraint. Neither this Lease nor the performance by Tenant of the Tenant's obligations hereunder violates (i) to the best knowledge of Tenant, any Laws customarily applicable to a charter school (other than provisions allowing Landlord to exercise control over or otherwise take action for Tenant), (ii) the articles of organization, partnership agreement or operating agreement of Tenant, or (iii) any agreement, indenture or undertaking to which Tenant is a party or by which Tenant or any of its respective properties are bound or affected, or constitutes a default thereunder or results in the creation or imposition of any lien. To the knowledge of Tenant, Tenant is in compliance in all material respects with all Legal Requirements.

(F) Tax Liabilities; Governmental Charges. Tenant has filed or caused to be filed all required tax reports and returns required to be filed by it by Governmental Authorities, except where extensions have been properly obtained, and have paid or made adequate provision for payment of all taxes (including, but not limited to, rent taxes, if applicable), assessments, fees and charges levied upon it or upon its income or properties by any Governmental Authority which are due and payable, including interest and penalties, except such taxes, assessments, fees and other governmental charges, if any, as are being diligently contested in good faith by appropriate proceedings. No tax liens have been filed and, to the knowledge of Tenant, no material claims are being asserted with respect to any such taxes, assessments, fees or other governmental charges.

(G) No Default. To its knowledge, Tenant is not in default in any respect in the payment or performance of any obligations for any material indebtedness or any other monies borrowed or under any mortgage, deed of trust, indenture, lease, contract or other agreement or undertaking to which Tenant is a party or to which Tenant may be bound or affected and no default or event of default has occurred and is continuing. Tenant is not in default under any order, award or decree of any arbitrator or Governmental Authority binding upon or affecting Tenant or by which Tenant's property may be bound or affected, and no such order, award or decree would adversely affect the ability of Tenant to carry on its business as now conducted or to perform Tenants' obligations under this Lease.

(H) Litigation. There is no pending or, to the knowledge of Tenant, threatened action, suit, investigation or proceeding affecting Tenant before any court, arbitrator, or Governmental Authority which, if adversely determined, could have a Material Adverse Effect. Tenant is in compliance with any applicable statute, rule, order, decree or regulation of any arbitrator or Governmental Authority having jurisdiction over Tenant.

(I) Background Checks. Tenant agrees to provide background checks for all key personnel.

(J) Payment. Tenant agrees to make payment of any and all amounts due under the Lease by Tenant hereunder according to the terms hereof.

(K) Notice to Landlord. Promptly give written notice to Landlord of any of the following:

(i) Any substantial dispute which may exist between Tenant and any Governmental Authority or the Authorizer that has resulted or might result in a Material Adverse Change in Tenant's financial condition or operations;

(ii) An Event of Default or any event which, upon a lapse of time or notice or both, would become an Event of Default;

(iii) Any other matter that has resulted or might result in a Material Adverse Change in Tenant's financial condition or operations; and

(iv) Any event that should reasonably be understood by Tenant will have a Material Adverse on the value of the Property, the ability of Tenant or Landlord to dispose of any of the Property, or the rights and remedies of Landlord in relation thereto, including, but not limited to, the levy of any legal process against any Property and the adoption of any marketing order, arrangement or procedure affecting the Property, whether governmental or otherwise.

(L) Additional Obligations. Perform, on request of Landlord, such acts or execute and deliver such documents as may be necessary or advisable to perfect any liens or security interests provided for herein or otherwise to carry out the intent of this Agreement.

(M) Insurance. Maintain and keep in force in adequate amounts of such insurance, including property and liability insurance and fire and hazard insurance policies on Tenant's inventory as is usual in the business carried on by Tenant, all of which will be evidenced by certificates of insurance delivered to Landlord by Tenant on the Effective Date or such other date as Landlord may choose in its sole discretion.

(N) Information. Tenant agrees that to its best knowledge, all Financial Statements furnished to Landlord by Tenant will be true, complete and correct, and fairly reflect the financial condition and results of the operations of Tenant, as of the dates and for the periods stated therein and Tenant shall use best efforts to ensure that all information, upon submission by Tenant to Landlord to be true and correct in all material respects and complete to the extent necessary to give Landlord a true and accurate knowledge of the subject matter thereof.

(O) Change in Location or Name. Tenant agrees that it shall:

(i) Make no change to the governing board without written notice to Landlord;

(ii) Not change its name without written notice to Landlord; and

(iii) Not change its mailing address without notification to Landlord.

(P) Other Indebtedness. Not create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any indebtedness, except for (a) the obligations of Tenant to Landlord hereunder, and (b) any indebtedness approved by Landlord, in writing, which approval shall be made at the sole discretion of Landlord.

(Q) Liens/Sale of certain assets. Not create, incur, assume, or suffer to exist, directly or indirectly, any lien or encumbrance on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for liens or encumbrances in favor of Landlord, except for (a) the obligations of Tenant to Landlord hereunder, and (b) any indebtedness approved by Landlord, in writing, which approval shall be made at the sole discretion of Landlord. In addition,

Tenant shall not factor, sell, assign or dispose of any accounts receivable without the prior written approval of Landlord, which approval shall be made at the sole discretion of Landlord.

(R) Liquidity Covenant. Tenant shall maintain Days Cash on Hand as follows:

- (i) On the last day of the first Lease Year, an amount equal to at least thirty (30) days;
- and
- (ii) On the last day of the second Lease Year, an amount equal to at least forty-five (45) days; and
- (iii) On the last day of the third Lease Year and the last day of each and every Lease Year thereafter, an amount equal to at least sixty (60) days.

(a) Tenant shall deliver to the Landlord a certificate executed by the Chief Executive Officer or Chief Financial Officer of Tenant no later than forty-five (45) days after the end of each Lease Year, commencing for the Lease Year ended as described in paragraph (i) above, setting forth the Days Cash on Hand as of that Lease Year.

(S) Coverage Ratio. Tenant shall maintain a Coverage Ratio as follows:

- (i) For the first Lease Year, a Coverage Ratio equal to at least 1.2:1; and
- (ii) For the second Lease Year, a Coverage Ratio equal to at least 1.25:1; and
- (iii) For the third Lease Year, a Coverage Ratio equal to at least 1.30:1.

(a) Tenant deliver to the Landlord a certificate executed by the Chief Executive Officer or Chief Financial Officer of Tenant no later than forty-five (45) days after the end of each Lease Year, commencing for the Lease Year ended as described in paragraph (i) above, setting forth the Coverage Ratio as of that Lease Year.

(T) In order to induce the Landlord to enter into the Lease, the Tenant represents to the Landlord, that:

(i) Tenant shall provide such information, consent and access to its properties and appropriate records and other cooperation, as may be reasonably requested in connection with obtaining, modifying, refinancing or other financing of Landlord (including the reporting requirements related thereto) including but not limited to bond, which shall include, without limitation the consent of Tenant to the preparation and use of a limited offering memorandum, or any other financial document (collectively, the “**Limited Offering Memorandum**”) regarding Tenant, if requested by Landlord;

(ii) Tenant will use best efforts not to carry on or permit to be carried on at the Property or any portion thereof, or permit the Property or any portion thereof to be used in or for, any trade or business if Tenant is advised that such activity could be reasonable foreseen to have a Material Adverse Effect on Landlord’s financing;

(iii) Tenant has not been in default as to principal and interest with respect to any obligation issued by or guaranteed by the Tenant or with respect to which the Tenant is an obligor.

(iv) In the event Landlord enters into any bond financing,

(a) Tenant will enter into the Continuing Disclosure Agreement, in a form reasonably acceptable to Landlord and Tenant, constituting an undertaking to provide ongoing disclosure about the Tenant, for the benefit of the Landlord or any lender of Landlord and

(b) In the event a Limited Offering Memorandum, or other instrument, is prepared in conjunction with the Landlord's financing, the Tenant shall provide such information, access to appropriate records and other cooperation, as may be reasonably requested in connection with the preparation, amendment and supplementation of the Limited Offering Memorandum until 120 days after the issuance of such bonds as, in the opinion of bond counsel, may be required in connection with the offering of the bonds and the preparation of the Limited Offering Memorandum.

**Section 27. Defaults and Remedies.**

(A) Tenant's Defaults.

(i) Event of Default. The following, after all applicable notice and cure periods, shall constitute an event of default (an "**Event of Default**") under this Lease:

(a) If Tenant neglects or fails to pay any Annual Fixed Rent hereunder within ten (10) days after notice of default;

(b) If Tenant neglects or fails to pay any Additional Rent or other charge hereunder within ten (10) days after notice of default;

(c) If Tenant fails to occupy the Leased Property upon completion of the Leased Property, even in the event that the Leased Property is not completed on the agreed upon completion date, so long as Landlord has made commercially reasonable efforts to meet the scheduled completion date;

(d) If Tenant neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, within thirty (30) days after notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Tenant shall fail to proceed diligently to cure such default after such notice);

(e) Any representation or warranty made by Tenant herein or in any certificate, financial statement or document furnished pursuant to the provision hereof shall prove to have been false or misleading in any material respect as of the time made or furnished;

(f) If Tenant (1) admits in writing its inability to pay its debts generally as they become due; (2) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency, reorganization or relief of debtors, unless such case, proceeding or other action is dismissed within 90 days of filing; (3) makes an assignment for the benefit of its creditors unless such action is revoked or nullified within 90 days; (4) is generally unable to pay its debts as they mature; (5) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, unless such action is dismissed within 90 days of filing, or (6) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Tenant,

a receiver of Tenant of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed or stayed within ninety (90) days after the commencement thereof;

(g) If the estate or interest of Tenant in the Leased Property or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged or stayed within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord (unless Tenant is contesting such lien or attachment in accordance with this Lease) and such lien could reasonably be seen to have a Material Adverse Effect upon the operations of Tenant or Tenant's ability to make payments under the Lease;

(h) If Tenant qualifies as a "failing school" or the equivalent for any reason, for three consecutive years; or,

(i) If the Charter is terminated or revoked, for any reason, or no reason, or if Tenant receives notice from the Authorizer of its intent to terminate or revoke the Charter.

(ii) Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following rights and remedies:

(a) Landlord may immediately or at any time thereafter, as permitted by law, give Tenant written notice of Landlord's termination of this Lease, and, upon such notice, Tenant's rights to possession of the Leased Property shall cease and this Lease shall thereupon be terminated, and Landlord may re-enter and take possession of the Leased Property as its own property;

(b) Landlord may remain out of possession of the Leased Property and treat the term of the Lease as subsisting and in full force and effect, in which event Landlord shall have all rights and remedies available at law, in equity or hereunder; and as an alternative remedy Landlord may, at Landlord's election, without terminating the then current term, or this Lease, re-enter the Leased Property or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Leased Property without terminating the term, or this Lease, Landlord shall use reasonable diligence as Tenant's agent to relet the Leased Property, or parts thereof, for such term (which may be greater or less than the remaining balance of the then current Term) or terms and at such rental and upon such other terms and conditions (which may include concessions or free rent) as Landlord may reasonably deem advisable, with the right to make alterations and repairs to the Leased Property, and no such re-entry or taking of possession of the Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease, and no such re-entry or taking of possession by Landlord shall relieve Tenant of its obligation to pay Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay Rent provided for in this Lease until the end of the Term and whether or not the Leased Property shall have been relet, less the net proceeds, if any, of any reletting of the Leased Property after deducting all of Landlord's expenses in or in connection with such reletting, including without limitation all out-of-pocket repossession costs, brokerage commissions, legal expenses, alterations costs and expenses of preparation for reletting.

(c) Having elected either to remain out of possession and treating this Lease as remaining in full force and effect or to re-enter or take possession of the Leased Property without terminating the Term, or this Lease, Landlord may by notice to Tenant given at any time thereafter while Tenant is in default in the payment of Rent or in the performance of any other obligation

under this Lease, elect to terminate this Lease and, upon such notice, this Lease shall thereupon be terminated.

(d) If in accordance with any of the foregoing provisions of this Section, Landlord shall have the right to elect to re-enter and take possession of the Leased Property, Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant.

(e) If any Event of Default occurs under subclauses (i) under Section 27(A)(i), Tenant shall immediately be liable to reimburse Landlord for the Total Development Costs, including but not limited to any fees, costs or expenses incurred in (1) enforcing or defending the Charter with the Authorizer, or (2) recovering from Tenant the Total Development.

(iii) Extraordinary Event of Default.

(a) If (1) any Event of Default occurs under subclauses (a), (b), (f), (g), and (h) under Section 27(A)(i) or a Default pursuant to Section 23(L); (2) Landlord sends to Tenant an Extraordinary Event of Default Notice (defined herein); (3) Tenant does not cure such Event of Default or Event of Defaults described in Extraordinary Event of Default Notice within (Y) 30 days of receipt of such Extraordinary Event of Default Notice, or (Z) if no cure can be made within 30 days, within 90 days of receipt of such Extraordinary Event of Default Notice so long as Tenant is continuously and diligently working to cure such Event of Default or Events of Default, and (4) such Event of Default or Events of Defaults remain uncured past the time set forth in clause (3), Landlord may declare an “**Extraordinary Event of Default.**”

(b) For the purposes of this Agreement, an “**Extraordinary Event of Default Notice**” means a written notice sent to Tenant pursuant to Section 33(A) that shall contain the following: (I) a detailed description of each Event of Default pursuant to which Landlord is seeking to declare an Extraordinary Event of Default; (II) the following phrase: “Tenant has 30 days of receipt of such Extraordinary Event of Default Notice, or if no cure can be made within 30 days, within 90 days of receipt of such Extraordinary Event of Default Notice so long as Tenant is continuously and diligently working to cure such Event of Default or Events of Default”; and (III) a notice in Times New Roman 14 point font all caps and bolded that “**THIS LETTER SETS FORTH ONE OR MORE GROUNDS UPON WHICH LANDLORD MAY DECLARE AN EXTRAORDINARY EVENT OF DEFAULT PURSUANT TO THE LEASE, DATED \_\_\_\_\_ (THE “LEASE”). IF EACH EVENT OF DEFAULT IS NOT CURED WITHIN THE TIME FRAME PRESCRIBED IN THE LEASE, AND SET FORTH HEREIN, ONE OF THE REMEDIES THAT LANDLORD MAY SEEK IS BEING APPOINTED AS MANAGER OF THE CHARTER SCHOOL.**” Notwithstanding anything else herein to the contrary, Landlord shall not declare an Extraordinary Event of Default until and after an Extraordinary Event of Default Notice containing the language required by this clause (b) is delivered to Tenant.

(c) In the event of any Extraordinary Event of Default, and to the extent allowed by Applicable Law, Landlord may, at its option and without waiving any default by Tenant, have the right to continue this Lease in full force and effect and to collect all Rent, and any other amounts to be paid by Tenant under this Lease as and when due.

(d) Tenant acknowledges and agrees that within fifteen (15) days of receipt of written notice by Landlord of an Extraordinary Event of Default, Landlord or its designee shall automatically, and without further action of Tenant, become an interim manager of the Charter School located on the Premises (including terminating any existing manager), and Landlord shall have the absolute and exclusive authority, without the consent of Tenant, to enter into a written agreement appointing Landlord or its designee as manager, and to use best efforts to get such management agreement approved by the State or Authorizer. To the extent allowed by applicable Laws, as interim manager, Landlord shall have all rights, responsibilities, and duties as is customary and typical in charter school management agreements, including, but not limited to, the right to direct finances (receivables and payables), establish bank accounts, and hire and fire personnel. Landlord may be paid a management fee that is typical and customary of such management agreements but shall not be more than 10% of the annual operating budget. The term of such management agreement shall be at Landlord's discretion but such management agreement shall contain a provision allowing Tenant to terminate such management agreement if and when such Extraordinary Event of Default is cured.

(iv) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of any Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default. Following an Event of Default, all amounts due from Tenant to Landlord pursuant to this Lease shall bear interest at the Default Rate. Notwithstanding anything herein to the contrary, (i) in no event shall Landlord have the right to confess judgment against Tenant, and (ii) in no event shall Tenant be liable hereunder to Landlord or any other person for any consequential, punitive, exemplary or treble damages by whomsoever suffered.

(B) Landlord Default, Cure Rights. If Landlord neglects or fails to perform or observe any of the covenants, terms, provisions or conditions on its part to be performed or observed under this Lease, or within thirty (30) days after notice of any default (or if more than 30 days shall be reasonably required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after such notice), then Tenant may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided in this Lease for a Landlord default, pursue all rights and remedies it may have at law and equity generally.

(C) Self Help. If a Party (the "**Defaulting Party**") fails to perform any agreement or obligation on its part to be performed under this Lease (after giving effect to all applicable notice and cure periods, except in cases of actual or suspected emergency, in which case no prior notice will be required), the other party (the "**Curing Party**") shall have the right (i) if no emergency exists, to perform the same after giving 30 days' notice to the Defaulting Party, and (ii) in any emergency situation to perform the same immediately without notice or delay. For the purpose of rectifying a default of the Defaulting Party as aforesaid, the Curing Party shall have the right to enter the Leased Property. The Defaulting Party shall on demand reimburse the Curing Party for the costs and expenses incurred by the Curing Party in rectifying defaults as aforesaid, including reasonable attorneys' fees, together with interest thereon at the Default Rate. Any act or thing done by the Curing Party pursuant to this Section 29(C) shall not constitute a waiver of any such default by the Curing Party or a waiver of any covenant, term or condition herein contained or the performance thereof.

(D) Remedies Cumulative; Legal Expenses; Time of the Essence.

(i) The various rights and remedies given to or reserved to Landlord and Tenant by this Lease or allowed by law shall be cumulative, irrespective of whether so expressly stated.

(ii) In case suit shall be brought because of the breach of any agreement or obligation contained in this Lease on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred in connection with such suit, including reasonable attorneys' fees.

(iii) Time is of the essence of this Lease.

**Section 28. Access to Leased Property.** Tenant shall permit Landlord and their respective authorized representatives to enter the School Facility at all reasonable times (upon forty-eight (48) hours prior notice, except in the event of an emergency, in which no prior notice is required prior to entry) subject to Landlord's compliance with all applicable Laws (including, but not limited to any Laws concerning student privacy and student protection), for the purposes of (i) serving or posting or keeping posted thereon notices required by Law, (ii) conducting periodic inspections, (iii) performing any work thereon required or permitted to be performed by Landlord pursuant to this Lease, and (iv) showing a Leased Property to prospective purchasers or lenders exercising the rights under Section 29(A). Notwithstanding anything else herein to the contrary, in exercising its rights under this Section, Landlord shall not interfere with Tenant's operations.

**Section 29. Certain Landlord Rights on Termination.**

(A) Advertisement of the Leased Property. If Tenant has not exercised the applicable option to extend this Lease, then Landlord or its agents shall thereafter have the right to enter the Leased Property at all reasonable times for the purpose of exhibiting the Leased Property to others and to place upon the Leased Property during the period commencing 180 days prior to the expiration of the then current term "for sale" or "for rent" notices or signs of such number and in such locations as Tenant shall reasonably approve; *provided, however*, that all of Landlord's actions in exhibiting the Leased Property or placing notices or signs shall not interfere with any operations of Tenants or its permitted assigns or sublessees.

(B) Transfer of Permits, Etc. On Termination. Upon the expiration or earlier termination of this Lease, but solely to the extent allowed by applicable Laws, Tenant shall, at the option of Landlord, transfer to and relinquish to Landlord or Landlord's nominee and reasonably cooperate with Landlord or Landlord's nominee in connection with the processing by Landlord of such nominee of all licenses, operating permits, and other governmental authorization and all assignable service contracts, which may be necessary or appropriate for the operation by Landlord or such nominee of the Leased Property; provided that the costs and expenses of any such transferring assignable contracts or the processing of any such application shall be paid by Landlord or Landlord's nominee.

**Section 30. Interest on Past Due Obligations.** Except where another rate of interest is specifically provided for in this Lease, any amount due from either party to the other under this Lease which is not paid when due shall bear interest at the Default Rate from the date such payment was due, after taking into account all applicable notice and cure provisions, to and including the date of payment. Tenant acknowledges that the late payment of any installment of Annual Fixed Rent, or any other amounts due Landlord will cause Landlord to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Landlord and Tenant agree that the Default Rate represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation

to Landlord for its loss suffered by reason of late payment by Tenant. Upon accrual, all interest due under this paragraph shall be deemed Additional Rent.

**Section 31. No Leasehold Mortgages.** Tenant shall have no right to mortgage or pledge its interest in this Lease in whole or in part with respect to the Leased Property.

**Section 32. Miscellaneous.**

(A) Notices. All Notices shall only be effective if in writing. All Notices shall be sent by registered or certified mail (return receipt requested), postage prepaid, electronic mail (to a previously recognized electronic address), or by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided:

IF TO LANDLORD:

American Charter Development, LLC  
c/o Michael T. Morley  
775 West 1200 North, Ste. 100  
Springville, Utah 84663

WITH A COPY TO:

Mark T. Morley, Esq.  
P.O. Box 456  
Price, Utah 84501

IF TO SCHOOL:

\_\_\_\_\_  
Attn.:

WITH A COPY TO:

Attn.:

or any other address which each Party may notify the other Parties in writing.

A Notice shall be deemed to be duly received if delivered by a nationally recognized overnight delivery service, when delivered to the address of the recipient, if sent by mail, on the date of receipt by the recipient as shown on the return receipt card; provided that if a notice, request or other communication is served by hand on a day which is not a business day, or after 5:00 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. on the first business day thereafter. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

(B) Exercise of Discretion. Any option, consent, approval, discretion or similar right of any Party set forth in this Agreement shall be exercised in such Party's reasonable discretion and shall not be unreasonably withheld, conditioned or delayed, unless the provisions of this Agreement or other related document specifically allow such option, consent, approval, discretion or similar right to be exercised in such Party's sole discretion.

(C) Waiver of Performance and Disputes. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

(D) No Oral Modifications. The terms, covenants and conditions hereof may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought, or by such party's agent.

(E) Brokers. Landlord represents and warrants to Tenant that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Tenant may be liable. Tenant represents and warrants to Landlord that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Lease for which Landlord may be liable. Each of the parties agrees to indemnify and hold the other harmless from and against any and all claims, liabilities or expense (including reasonable attorneys' fees) in connection with any breach of the foregoing representations and warranties.

(F) Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of Force Majeure, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not (i) operate to excuse Tenant from prompt payment of Rent or any other payment required by Tenant under the terms of this Lease, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

(G) Governing Law; Jurisdiction; Venue. The Parties agree that the State has a substantial relationship to the Parties and to the underlying transactions embodied in this Agreement, and in all respects (including, without limiting the generality of the foregoing, matters of construction, validity and performance) this Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State applicable to contracts made and performed therein and all applicable law of the United States of America. To the fullest extent permitted by law, Landlord hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement.

THIS LEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICT OF LAW. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE MAY BE BROUGHT IN THE COURTS OF THE STATE OR OF THE UNITED STATES DISTRICT COURT LOCATED IN [REDACTED] COUNTY IN THE STATE, AND, BY EXECUTION AND DELIVERY OF THIS LEASE, LANDLORD HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. LANDLORD HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION, AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LEASE BROUGHT IN ANY OF THE AFORESAID COURTS, THAT ANY SUCH COURT LACKS JURISDICTION OVER LANDLORD, WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE BROUGHT IN THE COURTS REFERRED TO ABOVE, AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(H) Estoppel. Landlord and Tenant each confirm and agree that (a) it has read and understood all of the provisions of this Lease; (b) it is familiar with major sophisticated transactions such as that

contemplated by this Lease; (c) it has negotiated with the other party at arm's length with equal bargaining power; and (d) it has been advised by competent legal counsel of its own choosing.

(I) Limitation on Landlord's Liability. Notwithstanding anything to the contrary in this Lease, Tenant will look solely to the interest of Landlord (or its successor as Landlord hereunder) in the Leased Property for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of (i) any negligence (including gross negligence) or (ii) any breach of this Lease by Landlord or its successor (including any beneficial owners, partners, shareholders, trustees or others affiliated or related to Landlord or such successor) and Landlord shall have no personal liability hereunder of any kind.

(J) Severability; Integration. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and every remaining term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties with respect thereto.

(K) Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and permitted assigns, and Developer and its successors and permitted assigns. No Party may assign its obligations under this Agreement without prior written consent of the other Parties.

(L) Lease Not to Be Recorded. Upon request of Landlord or Tenant, the parties hereto shall promptly execute and deliver a memorandum of this Lease for recording purposes in recordable form. If Tenant elects to record such memorandum, Landlord shall promptly cause the same to be recorded, at Tenant's expense in the public records where the Leased Property is located. Neither Party shall record this Lease without the consent of the other Party.

(M) Joint Preparation; Captions and Lease Preparation. This Lease (and all exhibits thereto) is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Captions throughout this instrument are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Lease.

(N) No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the parties to this Lease and their respective successors and permitted assigns, any rights or remedies under or by reason of this Lease.

(O) Attorney Fees. In any dispute between the parties arising out of this Agreement, the prevailing Party will be entitled to recover from the other Party or Parties, in addition to any other relief awarded, all expenses that the prevailing Party incurs in those proceedings, including reasonable attorney fees and expenses.

(P) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

**Section 33. Purchase Option.**

(i) On and subject to (1) the condition that Tenant is not in default hereunder beyond any applicable cure periods set forth herein and (2) any lender of Landlord has approved Tenant's purchase,

in writing, the Tenant shall have the right and option to purchase all of Landlord’s interest in and to the Leased Property commencing on: On July 1<sup>st</sup> of the third (3rd) Lease Year through June 30<sup>th</sup> of the fifth (5<sup>th</sup>) Lease Year (“Option Window”).

(B) The Purchase Option set forth in this Section shall inure to the benefit of, and may be exercised solely by the Tenant or any Affiliate of Tenant. The purchase price for the Leased Property shall be calculated as follows (the “**Purchase Price**”), based upon the Total Development Cost as set forth in the Addendum.

<u>DATE OF EXERCISE OF OPTION</u>	<u>PURCHASE PRICE OF LEASED PROPERTY</u>
During the Option Window  On July 1 <sup>st</sup> of the third Lease Year through June 30 <sup>th</sup> of the fifth Lease Year.	Total Development Cost multiplied by 118%

Notwithstanding anything in this Lease to the contrary, the Purchase Option may not be exercised by any successors or assigns of Tenant.

(C) In no event shall the purchase price be affected by any amendments or modifications of this Lease, unless signed by Landlord. The remaining terms and conditions of purchase are as follows:

(i) Subject to the terms and conditions set forth in this Section, Tenant may exercise the option to purchase (the “Purchase Option”) by delivering written notice (the “Purchase Option Notice”) to Landlord of its election to exercise the Purchase Option on or before that date which is three (3) months prior to the applicable Purchase Option Date set forth in this Section. The date of the closing of the purchase pursuant to the Purchase Option (the “Purchase Option Closing Date”) shall be on that date which is sixty (60) days after the Purchase Option Date, or such earlier date mutually agreed to in writing by Landlord and the School.

(ii) Enclosed with the Purchase Option Notice shall be a proposed form of purchase and sale agreement for the purchase of the Leased Property. The obligation to close the purchase and sale of the Leased Property shall be contingent on the Tenant’s ability to secure financing on terms acceptable to the Tenant. Such purchase and sale agreement shall contain the following terms:

(a) the Purchase Price;

(b) the requirement that Tenant make a payment of earnest money in the amount of ten percent (10%) of the Purchase Price upon execution of the purchase and sale agreement;

(c) the purchase is conditioned upon the payment by Tenant of all amounts due and owing to Landlord as of the date of conveyance;

(d) the right of Tenant to obtain title insurance, at its sole cost and expense, insuring a merchantable fee simple title in the Tenant as of the date and time of the recording of the deed to the Leased Property, subject only to the Permitted Encumbrances.

(e) language reasonably acceptable to the Parties evidencing the required financing contingency; and

(f) customary and commercially reasonable terms related to purchaser due diligence and title review (the initial period for due diligence and title review shall not exceed 60 days), representations and warranties, remedies, prorations, and the allocation of all costs of the transaction and closing to be paid by Tenant.

All other terms with respect to the purchase and sale shall be negotiated in the reasonable discretion of the Parties.

(iii) If Tenant effectively exercises the Option, within sixty (60) days after the expiration of the due diligence period set forth in such purchase and sale agreement (the “**Option Closing Date**”), Landlord, in consideration of and upon payment to Landlord of the Purchase Price as provided in such purchase and sale agreement, shall sell and convey the Leased Property to Tenant merchantable fee simple title to the Leased Property, subject only to liens for taxes, assessments or other governmental charges for which Landlord is responsible under this Lease; easements, rights-of-way, restrictions, reservations and all other matters of record as of the date title to the Land was purchased by Landlord; all easements, rights-of-way, restrictions, reservations and all other matters entered into and granted in connection with construction and development of the Charter School Facility; and building and zoning laws and ordinances; and all other matters otherwise consented to by Tenant (collectively referred to as the “**Permitted Encumbrances**”).

(iv) The closing of the transactions (the “Closing”) shall take place on the Closing Date at the office of the title company (the “Title Company”) issuing the title insurance policy to the Tenant, or such other place as Landlord and Tenant shall mutually agree. Closing shall take place as follows: Landlord shall deliver to Tenant a Special Warranty Deed (the “Deed”) and a Bill of Sale (the “Bill of Sale”), each properly executed and collectively conveying the Leased Property free and clear of all liens and encumbrances whatsoever, except the Permitted Encumbrances; Tenant shall then and there deliver the Purchase Price. The Deed and the Bill of Sale shall each be in substantially the form set forth in the purchase and sale agreement. It is agreed that Landlord and the Tenant shall each deliver the instruments to be delivered by them to the Title Company to be held by it under instructions that the same not be delivered unless and until the requirements of this Section have been satisfied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**LANDLORD**

American Charter Development, LLC, an  
Arizona limited liability company

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

COUNTY OF \_\_\_\_\_ )  
:SS.  
STATE OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

**TENANT / SCHOOL**

\_\_\_\_\_, a  
\_\_\_\_\_ non-profit corporation

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

COUNTY OF \_\_\_\_\_ )  
:SS.  
STATE OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

LEGAL DESCRIPTION OF CHARTER SCHOOL PROPERTY

**EXHIBIT B**

Plans and Specifications– to be updated from time to time

**EXHIBIT C**

Addendum

**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE (this "Addendum") is made as of \_\_\_\_\_, by and between American Charter Development, LLC, an Arizona limited liability company ("Landlord") and \_\_\_\_\_, a \_\_\_\_\_ nonprofit corporation ("Tenant").

**RECITALS**

A. Landlord and Tenant entered into that certain Lease Agreement dated \_\_\_\_\_ (the "**Lease**"), for the lease of the property described on **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Property").

B. Landlord and Tenant desire to execute this Addendum in order to fix the Commencement Date (as defined in the Lease) and to memorialize the Total Development Cost and the Annual Fixed Rent under the Lease.

NOW THEREFORE, the parties state and agree as follows.

1. Initial Fixed Term Commencement Date. The "Initial Fixed Term Commencement Date" under the Lease is \_\_\_\_\_.

2. Expiration Date. The "Expiration Date" is \_\_\_\_\_.

3. Total Development Cost. The Total Development Cost with respect to the Leased Property, for purposes of calculating Annual Fixed Rent, is an amount equal to \$\_\_\_\_\_.

4. Miscellaneous. Except as specifically set forth herein, the terms and conditions of this Addendum shall not modify the terms and conditions of the Lease. The terms of this Addendum are made a part of the Lease.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in the presence of:

**LANDLORD**

American Charter Development, LLC, an  
Arizona limited liability company

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

Signed, sealed and delivered in the presence of:

**TENANT / SCHOOL**

\_\_\_\_\_, a  
\_\_\_\_\_ nonprofit corporation

\_\_\_\_\_

(Witness #1)

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_

(Witness #2)

**EXHIBIT D**

School Personal Property  
[None, unless listed below]

**EXHIBIT E**

ACH Authorization

American Charter Development, LLC c/o \_\_\_\_\_, LLC  
775 West 1200 North, Ste. 100, Springville, Utah 84663 - 801-489-9535

**Agreement: ACH Authorization for CCD Transactions**

This **Agreement** governs ACH transactions initiated by American Charter Development, LLC to credit or charge the Company indicated below. Both parties agree to be bound by NACHA Operating Rules as they pertain to all ACH transactions initiated by American Charter Development, LLC that credit or debit the **Company** bank account(s) listed below, and acknowledge that the origination of ACH transactions to the listed account(s) must comply with provisions of U.S. law.

This **Agreement** provides authorization for individual or recurring CCD transactions to be initiated by American Charter Development, LLC when individually authorized using the methods designated below. This **Agreement** will remain in effect until **Company** cancels it in writing. Both parties agree that this **Agreement** in conjunction with any of the designated methods constitutes authorization to debit **Company's** business bank account(s), and **Company** agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this **Agreement**.

**Please complete the information below:**

Company Name \_\_\_\_\_ (Company)  
Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

<b>Bank Account #1</b>	<b>Bank Account #2</b>
Company Name on Acct: _____	Company Name on Acct: _____
Bank Name: _____	Bank Name: _____
Account Number: _____	Account Number: _____
Bank Routing #: _____	Bank Routing #: _____
Bank City/State: _____	Bank City/State: _____

The above Business Bank Account(s) are Enabled for ACH Transactions  Yes  No

Individual Transaction or Recurring Schedule Authorization Methods (check all that apply):

Phone  Fax  Email  Written  Other \_\_\_\_\_

**I Authorize American Charter Development, LLC to initiate ACH Debits and Credits to the bank account indicated above, provided each transaction is initiated according to the terms of this Agreement.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing, and agrees to notify American Charter Development, LLC in writing at least 15 days in advance of any changes in my account information or termination of this authorization. Company understands that because these are electronic transactions, these funds may be withdrawn from its account as soon as the date an individual transaction is authorized, and that it will have limited time to report and dispute errors. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) Company understand that American Charter Development, LLC may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$100.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank accounts are enabled for ACH transactions, and agrees to reimburse American Charter Development, LLC for all penalties and fees incurred as a result of Company's bank(s) rejecting ACH debits or credits as a result of the account(s) not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law.

## EXHIBIT F

### Reporting Template

#### **Quarterly:**

#### **Reporting Requirements:**

Reports that will need to be provided on a quarterly basis are as follows **(due 30 days after quarter end)**:

- Cash basis quarterly Income Statement and Balance Sheet, YTD Actuals vs. Budget
- Current student enrollment and waitlist by grade
- Current Bank statements
- Number of full-time employees
- School News/Events Update (includes a few pictures and 4-6 pieces of news and/or event updates)
- Marketing Plan
- Retention Plan

#### **Annually:**

**The following are due 35 days after fiscal year end**

- Actual vs. Estimated Budget
- Audited financial statement (state audit)
- Copy of lease agreement (if renewed)
- Copy of Charter (if renewed)
- Count dates
- Test Scores and associated end of year academic data
- School Grade
- Any Authorizer reviews/evaluations/reports/communication

**EXHIBIT G**

Enrollment Requirements – Per the 20-day ADM provided by the Authorizer

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

Proforma –

**EXHIBIT H**

**Startup Costs – If applicable**



# **Liberty Charter Academy**

## **Appendix A4.3: EMO/CMO Financial History**

As a new entity, American Traditional Academies does not have a long financial history. All bank statements since incorporation have been included.

# CENTRAL BANK

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

.32

June 30, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **June 8, 2021 thru June 30, 2021**

Beginning Balance			.00
Deposits	1		5,000.00
Checks	0		.00
Electronic Checks	0		.00
Withdrawals	1		16.00-
Ending Balance			4,984.00

**Deposits and Other Credits**

Date	Description	Number	Amount
6/10/21	INTERNET FROM CHECKING 5787		5,000.00

**Withdrawals and Other Debits**

Date	Description	Number	Amount
6/15/21	DELUXE CHECK CHECK/ACC.		16.00

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

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
6/10/21	5,000.00	6/15/21	4,984.00				

# CENTRAL BANK

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

2  
.32

July 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **July 1, 2021 thru July 31, 2021**

Beginning Balance		4,984.00
Deposits	1	5,000.00
Checks	1	3,250.00-
Electronic Checks	0	.00
Withdrawals	1	3,000.00-
Ending Balance		3,734.00

**Deposits and Other Credits**

Date	Description	Number	Amount
7/09/21	INTERNET FROM CHECKING 5787		5,000.00

**Checks**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
101	7/20/21	3,250.00						

**Withdrawals and Other Debits**

Date	Description	Number	Amount
7/12/21	Debit Memo		3,000.00

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

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
7/09/21	9,984.00	7/12/21	6,984.00	7/20/21	3,734.00		

# CENTRAL BANK

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

.32

August 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**August 1, 2021 thru August 31, 2021**

Beginning Balance		3,734.00
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,734.00

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

# CENTRAL BANK

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

.32

September 30, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**September 1, 2021 thru September 30, 2021**

Beginning Balance		3,734.00
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,734.00

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

# CENTRAL BANK

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

.32

October 31, 2021

Page 1

**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **October 1, 2021 thru October 31, 2021**

Beginning Balance			3,734.00
Deposits	0		.00
Checks	0		.00
Electronic Checks	0		.00
Withdrawals	3		1,952.00-
Ending Balance			1,782.00

**Withdrawals and Other Debits**

Date	Description	Number	Amount
10/08/21	INTERNET TO CHECKING 9011		1,000.00
10/21/21	Cogency Global PURCHASE ID 78586927		452.00
10/28/21	INTERNET TO CHECKING 9011		500.00

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

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
10/08/21	2,734.00	10/21/21	2,282.00	10/28/21	1,782.00		

# CENTRAL BANK

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

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November 30, 2021  
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**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **November 1, 2021 thru November 30, 2021**

Beginning Balance		1,782.00
Deposits	1	5,000.00
Checks	1	907.38-
Electronic Checks	0	.00
Withdrawals	3	1,785.41-
Ending Balance		4,089.21

**Deposits and Other Credits**

Date	Description	Number	Amount
11/22/21	INTERNET FROM CHECKING 5787		5,000.00

**Checks**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
102	11/19/21	907.38						

**Withdrawals and Other Debits**

Date	Description	Number	Amount
11/02/21	INTERNET TO CHECKING 9011		385.00
11/10/21	INTERNET TO CHECKING 9011		1,375.41
11/19/21	1 Paid Overdraft on 11/18/21		25.00

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$25.00	\$25.00
Total Returned Item Fees	\$.00	\$.00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
11/02/21	1,397.00	11/10/21	21.59	11/19/21	910.79-	11/22/21	4,089.21

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
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SPRINGVILLE, UT 84663

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December 31, 2021

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**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING** **December 1, 2021 thru December 31, 2021**

Beginning Balance		4,089.21
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	3	641.82-
Ending Balance		3,447.39

**Withdrawals and Other Debits**

Date	Description	Number	Amount
12/17/21	INTERNET TO CHECKING 9011		500.00
12/27/21	INTERNET TO CHECKING 8401		70.00
12/28/21	INTERNET TO CHECKING 5787		71.82

	Total For This Period	Total Year-to-Date
Total Paid Overdraft	\$ .00	\$25.00
Total Returned Item Fees	\$ .00	\$ .00

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
12/17/21	3,589.21	12/27/21	3,519.21	12/28/21	3,447.39		

# CENTRAL BANK

AMERICAN TRADITIONAL  
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January 31, 2022

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**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**January 1, 2022 thru January 31, 2022**

Beginning Balance		3,447.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		3,447.39

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

# CENTRAL BANK

AMERICAN TRADITIONAL  
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February 28, 2022

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**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING February 1, 2022 thru February 28, 2022**

Beginning Balance		3,447.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	4	1,190.00-
Ending Balance		2,257.39

**Withdrawals and Other Debits**

Date	Description	Number	Amount
2/04/22	DAVIESALLEN, P.C SALE		170.00
2/10/22	INTERNET TO CHECKING 8401		20.00
2/16/22	INTERNET TO CHECKING 9011		500.00
2/28/22	INTERNET TO CHECKING 9011		500.00

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

**Daily Balance Summary**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
2/04/22	3,277.39	2/10/22	3,257.39	2/16/22	2,757.39	2/28/22	2,257.39

# CENTRAL BANK

AMERICAN TRADITIONAL  
ACADEMIES LLC  
775 W 1200 N STE 100  
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March 31, 2022

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**Account \*\*\*\*\*5810 FREE BUSINESS CHECKING**

**March 1, 2022 thru March 31, 2022**

Beginning Balance		2,257.39
Deposits	0	.00
Checks	0	.00
Electronic Checks	0	.00
Withdrawals	0	.00
Ending Balance		2,257.39

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



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

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April 19, 2022

SUBJECT: American Traditional Academies

To Whom It May Concern:

American Charter Development (ACD) is pleased to provide this letter of support and intent to American Traditional Academies (ATA). ATA has made prudent choices in selecting quality boards, selected a team with a history of success, and is dedicated to supporting the day to day operations of a high performing school and ACD is pleased to offer this letter of support.

ACD is a national charter school development and financing organization with a track record of developing and funding projects across the country. ACD intends to make its resources available to ATA for the start-up, initial operation, and any catastrophic budget shortfalls of charter schools that contract with ATA.

ACD is committed to the success of ATA and, to that end, will provide ATA startup capital in the amount of \$150,000 per school.

For over 15 years, ACD has successfully developed more than 75 school facilities nationally to include many in Arizona which range from \$3MM to \$25MM in cost. ACD has diverse sources of capital that stand ready to be deployed.

ACD is a strong, well-seasoned organization, whose senior leaders have been involved in the charter school movement nationally almost since the inception, by starting. We are a reputable organization with the highest of integrity, transparency and values.

We look forward to a long and mutually-beneficial relationship with ATA.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morley".

Mike Morley  
Manager

MM/tm



April 19, 2022

To Whom It May Concern:

Central Bank has had and continues to have a long-standing relationship with Michael T. Morley. He is an exception customer with multiple relationships with Central Bank.

Mr. Morley has multiple accounts at Central Bank with six and seven-figure account balances at all times. He has the capability and does anticipate funding up to \$500,000 toward the start-up costs of three (3) new charter schools.

We at Central Bank are pleased to provide a very favorable recommendation for Mr. Morley. If anything further is needed please contact me at (801) 798-7481.

Thank you,

A handwritten signature in blue ink, appearing to read "Nic Jones".

Nic Jones  
Vice President  
Spanish Fork Office Manager

# INSURANCE PEOPLE

Below are the estimated annual premiums for **Liberty Charter Academy**

**Property Premium Estimate** **\$846**

Contents	\$564,000
Deductible	\$1,000
Form	Special
Equipment Breakdown Included	

**General Liability Premium Estimate** **\$1,680**

<b>Rating Basis:</b>	Students	376
	Faculty	22

**Limits:**

Per Occurrence Limit	\$1,000,000
Annual Aggregate	\$3,000,000
Sexual Abuse & Molestation	\$1,000,000 per occurrence \$3,000,000 aggregate
Employee Benefits	\$1,000,000 per occurrence \$3,000,000 aggregate

**School District & Educators Legal Liability (D&O/ E&O)**

**Premium Estimate** **\$4,277**

	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Additional Defense	\$100,000/\$50,000/\$100,000

Named insured includes the insured Organization (School Entity), it's school board, School Committee, Board of Trustees, Board of Governors or similar governing body, elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors or similar governing board, Employees, Student Teachers, School Volunteers, and students while serving in a supervised internship program sponsored by the "educational institution".

Wrongful Act to include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty by or on behalf of the Insured Organization, including educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance of counseling, improper or inappropriate academic placement or discipline.

# INSURANCE PEOPLE

<b>Fidelity Bond Estimate</b>		<b>\$332</b>
Limit	\$250,000	
<b>Auto Premium Estimate</b>		<b>\$181</b>
Hired & Non-owned Auto Liability		
Limit of Liability	\$1,000,000	
<b>Head of Class Endorsement</b>		<b>\$82</b>
<b>Workers Compensation Premium Estimate</b>		<b>\$8,103</b>
Statutory State - NC		
Employers Liability	\$500/ \$500/ \$500	
Payroll Estimate	\$1,364,000	
<b>Umbrella Premium Estimate</b>		<b>\$2,387</b>
Limit of Liability	\$1,000,000	
<b>TOTAL ESTIMATED PREMIUM</b>		<b>\$17,888</b>
Student Accident Coverage		\$7.00/ student

These premiums are subject to change based on Underwriter review and approval of completed applications.

Disclaimer: The abbreviated outlines of coverages used throughout this proposal are not intended to express legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. The policy terms, conditions, and exclusions will prevail. Please read the policy forms for specific details of coverage

03/29/2022