



MENDENHALL
COUNTY DAY SCHOOL

*Utilizing:
Phoenix Systems for Educational Excellence®*

***“FAST TRACK”
CHARTER SCHOOL APPLICATION***

Schools opening in the fall of 2012

Due by 12:00 Noon Thursday, November 10, 2011

North Carolina Department of Public Instruction
NCDPI/Office of Charter Schools
301 N. Wilmington Street
Raleigh NC 27601-2825
919-807-3491

**1 @ single-sided and signed original
6 @ complete double-sided copies
1 @ electronic version**



FAST TRACK CHARTER APPLICATION

I. APPLICATION COVER PAGE

NAME OF PROPOSED CHARTER SCHOOL: Mendenhall Country Day School
NAME OF NONPROFIT ORGANIZATION UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED: Mendenhall Country Day School
HAS THE ORGANIZATION APPLIED FOR 501(c)(3) NON-PROFIT STATUS: Yes ___ No

The MCDS team is well versed in IRS rules, governance requirements, regulations and filing requirements.

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: George Wrenn Ragsdale
TITLE/RELATIONSHIP TO NONPROFIT: Incorporator / Board Member
MAILING ADDRESS: PO Box 872, Jamestown, NC 27282
PRIMARY TELEPHONE: 336-880-8525 **ALT TEL:** N/A
E-MAIL ADDRESS: george@wrennovation.com
Location of Proposed Charter School (LEA): 201 North Scientific Street, Jamestown, NC 27282
Conversion: No:

Description of Targeted Population: Any student in the grade range from K-8 that wishes to obtain a quality, character based education taught through hands-on learning techniques on a historical site using history regardless of the students intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

Proposed Grades Served: K-8 **Proposed Total Enrollment:** 600
Projected School Opening Year: 2012-2013 **Month:** August

| School Year | Grade Levels | Total Projected Student Enrollment | Year Round | |
|-------------|--------------|------------------------------------|------------|----|
| | | | YES | NO |
| First Year | K-8 | 600 | | X |
| Second Year | K-8 | 600 | | X |
| Third Year | K-8 | 600 | | X |
| Fourth Year | K-8 | 600 | | X |
| Fifth Year | K-8 | 600 | | X |

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Signature

Director

Title

George Wrenn Ragsdale
Printed Name

 November 9, 2011
Date



FAST TRACK CHARTER APPLICATION

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ii. **MISSION, PURPOSES and EDUCATIONAL FOCUS** (G.S.115C-238.29A)

MISSION: The mission of the proposed charter school is as follows:

Mission Statement:

Mendenhall Country Day School
provides a superior education
that cultivates independent thinking, and patriotism,
while fostering
hard work and integrity,
through character advancement.

Tagline:

Mendenhall Country Day School,
Building Character through Service

EVIDENCE FOR NEED OF THE PROPOSED SCHOOL WITH THE SELECTED MISSION:

Guilford County Schools, the district that we have the privilege to operate within, is a very strong supporter of Character Education. Being a K-8 school with a population not to exceed 600, or .008% of the counties' student population, Mendenhall Country Day School's students will matriculate into the High School environment with a solid foundation. There is strong local support and demand for a new school in the city.

Jamestown has a rich and impressive educational history; in 1907 the North Carolina General Assembly enacted a law providing for the creation and maintenance of public high schools in each county. Jamestown Public School, a union school, was built and became the "best equipped school" in Guilford County with dormitories for boarding students. In 1914 the school was destroyed by fire, but a new building was completed the next year. This building now stands in the heart of Jamestown and houses the [Jamestown Public Library](#).

The school grew steadily and a new high school complex in Jamestown was opened in September 1959. The new high school was named for Lucy Coffin Ragsdale because of her dedication and interest to public school



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education in Jamestown. On the site of the land donated by the Ragsdale family for the Mendenhall Museum, her great grandson George Ragsdale wishes to continue the family tradition by establishing a K-8 Charter School.

PURPOSES OF PROPOSED CHARTER SCHOOL:

State the relationship between the six legislated purposes, as specifically addressed in the NC charter school statute GS 115C-238.29A, and the proposed school's operations.

(1) Improve student learning;

Through proven systems brought to North Carolina by Phoenix Academy: the Positive Behavioral System aka: PBS. Which is now managed by a department within DPI and integrated into one thousand schools across North Carolina.

(2) Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as at risk of academic failure or academically gifted;

MCD will serve all students as specified by statute may they be AG or EC. The PBS methodology is particularly useful in both areas.

(3) Encourage the use of different and innovative teaching methods;

Teaching and administrative staff is trained thoroughly in the PBS methodology.

(4) Create new professional opportunities for teachers, including the opportunities to be responsible for the learning program at the school site;

As detailed in items 1-4, staff development and ongoing training are provided. In addition to the PBS methodology, the staff development and growth model of the Phoenix Systems for Education Excellence® as detailed in subsequent sections of this application will provide additional personal and professional opportunities for growth. Including trainings connected with local university systems and any required professional development through the North Carolina Department of Public Instruction.

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

MCD will focus on the development of personal character using historical figures as role models. To the best of our knowledge there are no schools emphasizing Character Education Programs on American Historical figures. This is a unique model that will allow students to build off of the tremendous strength and diversity of those brave people that developed our country and made these United States great. It will frame out role models for being competitive and will develop leaders that will understand what it takes to be in the competitive global marketplace they will be faced with as adults using pillars of character.

(6) Hold the schools established under this Part accountable for meeting measurable student achievement results, and provide the schools with a method to change from rule-based to performance-based accountability systems. (1995(Reg. Sess, 1996), c. 731, s. 2.)

Through the knowledge and experience of the Phoenix Systems for Education Excellence®, MCD will become a model for excellence and serve all students as specified by statute. Being a start-up school, potentially with a lottery due to an enormous pool of students, we will target 85% of students will be proficient on state



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assessments and 90% of students will make one year's growth each year. As the population builds and they are in the school, goals will increase.

EDUCATIONAL FOCUS:

Describe briefly, limited to one page, the focus of the proposed charter school. This description will be used in public releases of information to interested parties, such as: the media, the State Board of Education, parents, school systems, and in various documents produced by the Office of Charter Schools. It must be concise and relate directly to the mission of the school.

Mendenhall Country Day School
Building Character through Service

Mission Statement:

Mendenhall Country Day School provides a superior education that cultivates independent thinking, and patriotism, while fostering hard work and integrity, through character advancement.

Jamestown North Carolina has a rich history going back to its settling in 1752, before the Declaration of Independence and the formation of this great experiment, the land of the free and the home of the brave. Founded in 1816 and named for Quaker James Mendenhall, Jamestown is nestled within minutes of the bustling Triad. Our quaint restaurants, desirable shops, welcoming neighborhoods, and involved citizens make our town one of the South's gems. A strong sense of community, quality of life, neighborhood schools, parks (Jamestown Park and Gibson Park) and proximity to major employers are some of the reasons why many have chosen to call Jamestown home.

Thanks to our community's dedication to preservation and restoration and our ever-expanding pedestrian walkways, Jamestown's distinctive curbside appeal ensures that generations to come will enjoy walking with history.

Jamestown is known for protecting and enhancing our natural, cultural and historic resources, and is home to many treasured historical sites, including the Mendenhall Plantation and Jamestown Public Library, which is the neoclassical centerpiece of Main Street.

The Founders of the school come from families dedicated to education, community service and giving back to High Point and Jamestown elementary, high school and Higher Education, the Norcross's and Ragsdale's both descendents of the Mendenhall's.



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III. GOVERNANCE

NOTE: Please answer all sections completely. Do not use “same as LEA” or “whatever the law states”. Lack of proper documentation will jeopardize the application review.

A. PRIVATE NONPROFIT CORPORATION (G.S.115C-238.29E)

The nonprofit corporation must be officially authorized by the NC Secretary of State by the final approval interview date.

| | |
|----------------------------|-------------------------------|
| Name of Private Nonprofit: | Mendenhall Country Day School |
| Mailing Address: | PO Box 872 |
| City/State/Zip: | Jamestown, NC 27282 |
| Street Address: | 201 North Scientific Street |
| City/State/Zip: | Jamestown, NC 27282 |
| Email: | george@wrennovation.com |
| Phone: | (336) 880-8525 |
| Fax: | N/A |

Name of registered agent and address:

Wyatt Early Harris and Wheeler
1912 Eastchester Drive, High Point, NC 27265
Phone: 336.884.4444 | Fax: 336.889.5232
Contact: Chuck Alt



FEDERAL TAX ID: In process

B. TAX-EXEMPT STATUS (501 (c)(3) (G.S.115C-238.29B(b)(3))

The private nonprofit listed as the responsible organization for the proposed charter school has 501 (c)(3) status:

Yes (copy of letter from federal government attached)

No : The MCDS team is well versed in IRS rules, governance requirements, regulations and filing requirements.



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Note: 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. (G.S.115C-238.29E(b))

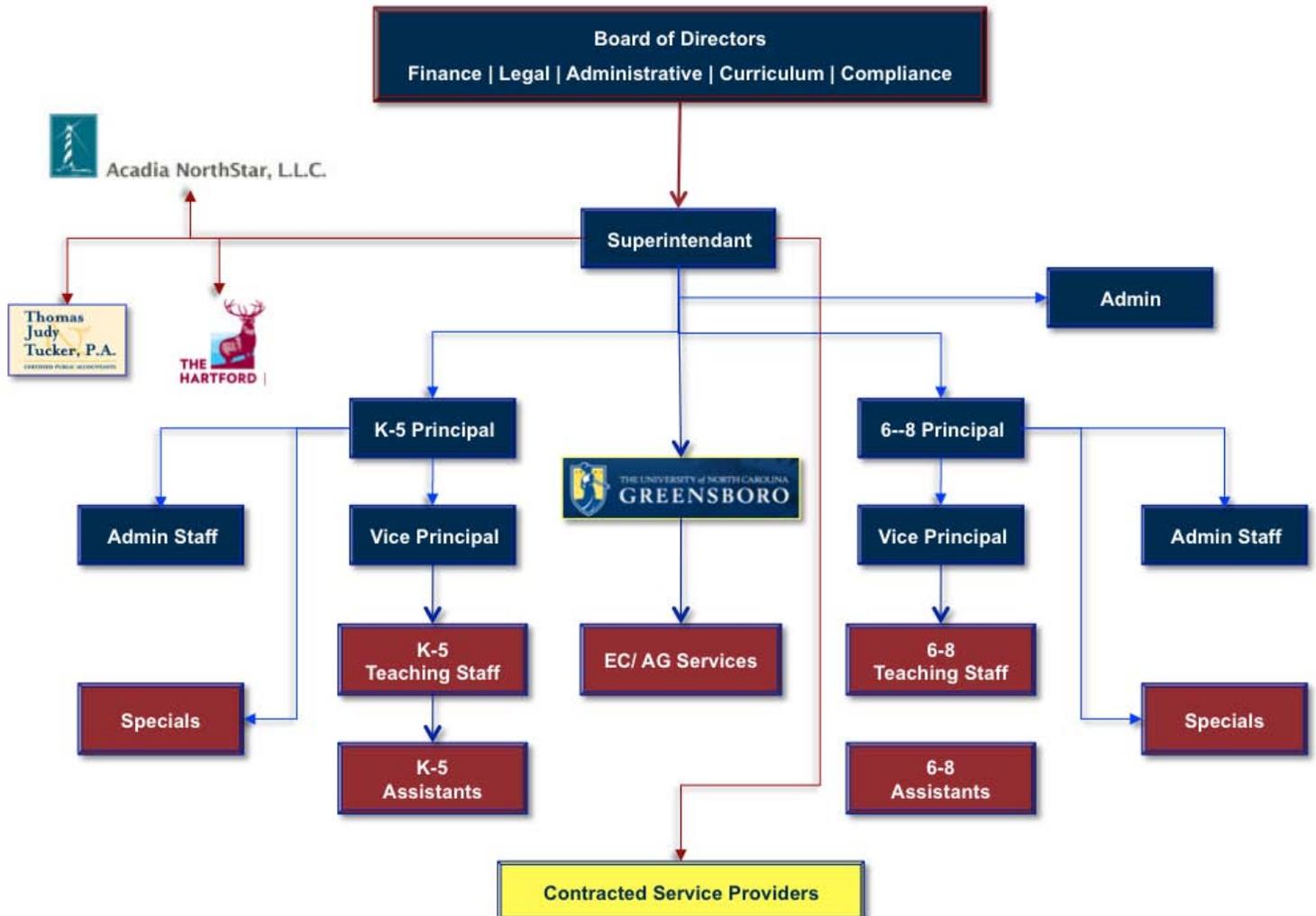
c. **ORGANIZATIONAL STRUCTURE OF PRIVATE NONPROFIT:** (GS 115C-238.29B(b)(3); GS 115C-238.29E(d))

The private nonprofit corporation 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.

Please provide the following in this location of the APPLICATION: (Do not include as an appendices.)

1. A well-defined organizational chart showing the relationship of the Board of Directors to the administrative 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 the charter school.

Organizational Chart





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2. A one-page resume for each member of the board of directors highlighting his or her experiences over the past ten or more years. **Note: Complete CV's available upon request:**

George Wrenn Ragsdale
Real Estate Developer
Bank Auditor



General John Phillips (Ret)
Deputy Undersecretary of Defense
VP Home Depot - Gov. Solutions



Dorothy Perdue
Jamestown Planning and Zoning Board
Vice Chair Jamestown Historic Preservation Group
(no CV on file)



Perry Flynn, M.Ed. CCC/SLP
Professor UNCG
S&L Consultant NC-DPI



Dr. J. Keith Miller
Neurologist
Hospital Chief of Staff



Dr. Don Cameron
Community College President
Education Consultant



Paul J. Norcross
Charter School Founder
Business Owner





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Literacy Advocate

George Ragsdale serves as Principal of the Wrennovation Companies, a Real Estate Investment and financial consulting Company that oversees over 500,000 sf of space in and around North Carolina.

Prior to starting Wrennovation with his wife Jenny, he spent 15 years in banking and finance where he was directly responsible for over One Billion Dollars in loans originated.

Although he has lived in other locals, George has spent the great majority of his life in Jamestown. His family traces its roots back over 10 generations in Jamestown and this has instilled a great sense of Community in George.

He currently serves on the Boards of the GTCC Foundation, Hospice of the Piedmont, Family Service of the Piedmont and the NC Alliance for Public Charter Schools. He is a past member of the Greater Greensboro YMCA Board.

George is a product of the Jamestown Public Schools and a graduate of North Carolina State University.

He and His wife have two Children, Wrenn and Katherine.



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General John F. Phillips (ret)

John Phillips is the former Deputy Under Secretary of Defense (Logistics). He was Vice President of the Home Depot Government Solutions Group, which he formed. The organization propelled Home Depot into the federal business, growing to over \$100M in the first 12 months of operations. He is now president of Phillips Defense Consultants. His organization boasts of subject matter experts across the range of Defense operations from IT, supply chain management, and acquisition, to Network Centric Warfare.

John brings more than 30 years of comprehensive acquisition, aviation, IT, logistics and leadership experience to the organization. He served as Vice President of Government Services for Honeywell, where he has held several positions of increasing importance since 1997. Prior to joining Honeywell, John served as the Deputy Under Secretary of Defense (Logistics), overseeing an organization of 850,000 military and civilian personnel with a budget of \$114B where he established an outsourcing and privatization program for the federal government. He led the 1994 Quadrennial Defense Review. The recipient of over 250 awards and decorations, John was honored with Vice President Al Gore's Hammer Award in 1999.

John served for more than 27 years in the United States Air Force, retiring with the rank of Major General. His last assignment was Commander, McClellan AFB, California. The military depot was responsible for aircraft, satellites and microelectronic technology. John earned the highest Department of Defense certifications (level III) in Program Management, Acquisitions Logistics, and Computer Systems Development (DOD Black Belt equivalent). He is a fighter pilot with over 3,000 flying hours, 300 hours in combat. He earned wings as a navigator and pilot and was awarded German pilot wings. He has flown the F-15, F-111, T-38, KC-135 and T-37 aircraft.

John holds a B.S. degree in biology and chemistry from Jarvis Christian College, Hawkins, Texas, and a Masters of Science degree in Logistics Management from the Air Force Institute of Technology. He was awarded the Degree (Honorary) Doctor of Laws, from Jarvis Christian College. In addition, he is a graduate of the John F. Kennedy School of Government, Harvard University; the National War College; Defense Systems Management College; Industrial College of the Armed Forces; and the University of Southern California, School for Safety Engineering. He is an internationally known speaker and consultant on National Defense.

Active in civic and professional affairs, John is a member of the following boards: Army Science Board; International Society of Logistics Engineers ; Association for Enterprise Integration; US China Policy Foundation; Maintenance Repair & Overhaul Conference; Defense Acquisition University; Shades of Blue (Aviation Mentoring), Americorps National Civilian Community Corps, Board of the Air Force Association; and is a former chairman of the Board of Advisors of the Tuskegee Airman, Inc and formerly served on the Board of Boys and Girls Club of America. His other accomplishments include authoring the book, "Navigating the Pentagon" and co-authoring the book, "Military Project Management," as well as numerous articles and lectures on leadership and management. John is a current member of the Navy League and the Association of U.S. Army. He was the 2010 recipient of the DOD Acker award. He and his wife Blanche have three daughters, one son and six grandchildren.



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CURRICULUM VITAE

February 2, 2011

Perry F. Flynn

Office

Communication Sciences and Disorders
300 Ferguson Building
UNCG P.O. Box 26170
Greensboro, NC 27402-6170

Home

509 Woodvale Drive
Greensboro, NC 27410

EDUCATIONAL BACKGROUND

July 1985-- Dec. 1987: University of North Carolina at Greensboro, M. Ed., Speech Pathology

Aug. 1981--May 1985: University of North Carolina at Greensboro, B. S., Communication Disorders

Certificate of Clinical Competence, American Speech-Language, Hearing Association, Aug., 1988- present

License in Speech-Language Pathology, NC Board of Examiners in Speech-Language Pathology and Audiology, Aug., 1988- present

PROFESSIONAL EMPLOYMENT

July 2002-present: Consultant, North Carolina Department of Public Instruction in the area of Speech-Language Pathology & Assistant Professor Department of Communication Sciences and Disorders

Jan. 1998-present: Coordinator, Adolescent Language Project, University of North Carolina at Greensboro Department of Communication Sciences and Disorders

June 1993- June 2003: Director of Summer Enrichment for Children with Learning Differences, Rockingham Community College

Jan. 1994- June 1997: Part-time lecturer, Clinical Supervisor, University of North Carolina at Greensboro, Division of Communication Sciences and Disorders, Department of Communication

Aug. 1993- Jan. 1997: Lead Speech-Language Pathologist, Rockingham County Consolidated Schools

Jan. 1987- Dec. 1993: Speech-Language Pathologist, Wentworth School

COURSES TAUGHT

Graduate: CSD 637-Prevention, Assessment and Intervention of Communication Disorders, School Age Children
CSD 605- Reading, Writing and Phonological Disorders in Adolescents
CSD 605- Adolescent Language Development and Disorders
CSD 571 - Beginning Clinical Practicum in Speech-Language Pathology
CSD 573 - Advanced Clinical Practicum in Speech-Language Pathology
CSD 677 - Internship in Communication Disorders

Other: West Virginia University, Distance Education Course , Special Topics for School Based Speech-Language Pathologists, Fall 2004
Rockingham County Consolidated Schools, Serving Exceptional Children Within the Regular Classroom. Spring, 1995

AREAS OF SCHOLARLY EXPERTISE

- Reading and Writing Disorders in Adolescents
- Service delivery models in Public School Speech-Language Pathology.
- Pediatric and adolescent clinical practice in Speech-Language Pathology with disorders including cleft palate, augmented systems, autism, mental retardation, behavioral and emotional disorders, learning disabilities, feeding and nutrition in school settings.
- Public School Speech-Language Pathology administration.
- Clinical Supervision in Speech-Language Pathology



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CURRICULUM VITAE

Joseph Keith Miller, M.D., F.A.A.N.

HOME

1236 Sturbridge Avenue
High Point, NC 27262
(336) 883-4755
E-mail: jkmliller@aol.com

OFFICE

Regional Physicians Neuroscience Ctr.
606 North Elm Street
High Point, NC 27262
(336) 889-8877
Fax: (336) 889-52-50

PERSONAL

Date of Birth: June 05, 1957
Married: Ellen Marie Miller, 1984
Children: Bradley Daniel Miller, DOB: September 18, 1985
Jessica Marie Miller, DOB: November 20, 1987

PROFESSIONAL

2011 - Present Regional Physicians Neuroscience Ctr. Neurologist / Medical Director
Neurodiagnostic Laboratory/Medical Director Neuroscience Center
High Point Regional Health System
1988 - 2011 Johnson Neurological Clinic Neurologist / Medical Director
Neurodiagnostic Laboratory/Medical Director Neuroscience Center
High Point Regional Health System

EDUCATION

Fellowship 1987 - 1988 University of Illinois at Chicago Department of Neurology Chicago, Illinois Fellowship in Electroencephalography and Epilepsy
Post Graduate 1984 - 1987 Dent Neurologic Institute Millard Fillmore Hospital Buffalo, New York Neurology Residency Chief Resident 1986 - 1987
1983 - 1984 Department of Medicine Millard Fillmore Hospital Buffalo, New York Internal Medicine Residency
Graduate 1979 - 1983 State University of New York at Buffalo School of Medicine Buffalo, New York Doctor of Medicine
Undergraduate 1975 - 1979 University of Rochester Rochester, New York BA Biology BA Psychology



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Dr. Donald W. Cameron
President – Guilford Technical Community College

Dr. Donald W. Cameron was appointed President of Guilford Technical Community College in 1991 after seven months as Interim President. He had served as Executive Vice President from 1981 – 1990.

Dr. Cameron began his career in education as a high school teacher and coach. He has served in a variety of faculty and administrative positions in universities, colleges, and community colleges in North and South Carolina.

Dr. Cameron holds Associate, Bachelor's, Master's, and Doctorate of Education degrees.

Dr. Cameron is actively involved in numerous civic activities, and is in demand as a speaker on education's role in economic development, leadership and succession planning. He has been recognized with numerous awards.

- Outstanding Teacher of the Year, 1968, in only his third year of teaching
- Featured on front page of Wall Street Journal in November 1996 as having developed a model program for Workforce Preparedness
- Shirley B. Gordon Award of Distinction as Outstanding College President, Phi Theta Kappa
- Piedmont Triad Regional Leadership Star, Piedmont Triad Partnership
- North Carolina State Board of Community Colleges President of the Year Award, 2001 – First recipient of this award
- Wingate Junior College (Wingate University) Distinguished Alumnus Award
- Alumni Achievement Award, Atlantic Christian College
- Calvin Wiley Award, highest award given by the University of North Carolina, Greensboro
- High Point Chamber of Commerce 2009 Distinguished Citizen of the Year
- August 26, 2010 the Guilford Technical Community College Board of Trustees named GTCC's 4th campus the *Donald W. Cameron Campus*

Dr. Cameron has demonstrated his commitment to workforce preparedness in serving community colleges for over 3 decades. He has provided outstanding leadership in developing partnerships with business and industry. Dr. Cameron has truly served as a role model for the students he has served at Guilford Technical Community College for over 29 years.

His service to the community is extensive. Just to list a few areas:

- Chair, Board of Trustees, High Point Regional Health Systems Board
- Greensboro Partnership Board of Directors
- Greensboro Economic Development Alliance
- Chair, High Point Economic Development Corporation
- High Point Partners
- Served as a consultant to numerous community colleges across the country
- Piedmont Triad Aerotropolis Board of Directors
- Contributing author in three books
- Co-Chair of the Joint Legislative Committee, North Carolina Association of Community College Presidents and the Association of Community College Trustees



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Paul Joseph Norcross
1109 Forest Hill Dr., High Point, NC 27262

Employment Experience

| | | |
|--------------------|---|---------------------------------------|
| Dec '03 – Present | Global Supply Solutions Group <i>Founder - Chairman</i> | Hong Kong / Macau / Philippines / USA |
| Jan '92 - June '05 | FF&E Transportation Services, Inc. <i>Co-founder, Chairman</i> | High Point, NC |
| Aug '89-Dec '91 | Cooke Group of Companies Eastern Management, Inc. (Division) <i>Vice President Global Supply Chain Management</i> | Hong Kong Hayward, CA |
| July '88-Aug '89 | Cooke Group of Companies Eastern Management, Inc. (Division) <i>Manager Global</i> | Hong Kong High Point, NC |
| Jan '86-July '88 | Cooke Group of Companies Eastern Management, Inc. (Division) <i>Management Trainee</i> | Hong Kong High Point, NC |

Education

| | | |
|------|---|-------------------|
| 1986 | University of San Francisco Graduated with a Bachelor of Science Degree in Business Finance McLaren School of Business | San Francisco, CA |
| 1982 | Father Junipero Serra Catholic High School Graduated | San Mateo, CA |

Charity and Volunteer Work

| | | |
|--------------------|--|----------------|
| Oct '11 - Present | NC State Board of Education Charter School Advisory Council | Raleigh, NC |
| Nov '97 - Present | Phoenix Academy, Inc. <i>Co-founder, Board Chair</i> | High Point, NC |
| June '07 - Present | North Carolina Alliance for Public Charter Schools <i>Co-Founder / Board Chair</i> | High Point, NC |
| June '09 - Present | Gail Norcross Trigueiro Foundation <i>Founder / Board Chair</i> | High Point, NC |
| June '10 – Present | Rotary International <i>Paul Harris Fellow – Benefactor - Board Member</i> <i>2010-2011– Chair of Membership Committee / Board member</i> <i>2011-2012 – Public Relations Chair / Board member</i> | High Point, NC |
| Oct '10 – Present | High Point Public Library Foundation | High Point, NC |



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Board Member

3. 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. (G.S.143.318.9 et seq)

BYLAWS

ARTICLE I

- SECTION 1. **NAME.** The name of the corporation shall be Mendenhall Country Day School, Inc.
SECTION 2. **OFFICE.** The principal office shall be at 201 North Scientifics, Jamestown, Guilford County, North Carolina, 27282.

ARTICLE II - PURPOSES

- SECTION 1. **PURPOSES.** The purposes for which the corporation is organized are:
(a) educational as defined in N.C.G.S. ' 55A-1-40(4) including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Code.
(b) exclusively charitable, scientific, literary and educational within the meaning if Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provisions of these articles, this corporation will not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law.

ARTICLE III - BOARD OF DIRECTORS

- SECTION 1. **GENERAL POWERS.** Except as otherwise provided in the Articles of Incorporation or in these Bylaws, all the corporate powers shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may by general resolution delegate to committees of their own number such powers as they may see fit. The Board of Directors shall appoint a Headmaster and such additional employees of the corporation, as distinguished from the President and officers of the corporation, as they may desire.

- SECTION 2. **NUMBER, TERM AND QUALIFICATIONS.** The number of directors shall be _____ (____). Any natural person who has attained the age of eighteen (18) years is eligible for membership on the Board. The Board of Directors shall be divided into three classes, as nearly equal in number as may be, to serve in the first instance of terms of one, two or three years, respectively, and until their successor shall be elected and shall qualify, and thereafter the successors in each class of directors shall be elected to serve for terms of three years and until their successors shall be elected and shall qualify. In the event of an increase or decrease in the number of directors, the additional or eliminated directorships shall be so classified or chosen that all classes of directors shall remain or become equal in number, as nearly as may be. No director may serve more than three consecutive full three year terms without rotating off the Board of Directors for a least one year.

- SECTION 3. **NOMINATIONS.** At least twenty (20) days prior to the Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors a slate of nominees to be elected to serve on the Board of Directors at the Annual Meeting. Other candidates may be nominated by the Directors of the corporation from the floor to be added to those selected by the Nominating Committee provided that the nominee's willingness to serve has been determined in advance of the nomination.

- SECTION 4. **ELECTIONS.** Directors shall be elected at the Annual Meeting by a majority vote of the Directors present, provided, however, the Board of Directors of this corporation and/or its duly appointed Nominating Committee shall annually recommend the names of persons for election to the Board of Directors. In the event of the death, resignation, retirement, removal or disqualification of a member of the Board of Directors during their appointed term of office, their successor shall be elected and serve only until the expiration of the term of their predecessor. The Board of Directors shall have the power to temporarily fill, at its discretion, vacancies occurring on the Board of Directors by appointment.

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

- SECTION 6. **EX-OFFICIO MEMBERS.** There may be such ex-officio members of the Board of Directors as are elected by a majority vote of the Board of Directors at any meeting of such Board.

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

ARTICLE IV - MEETING OF BOARD OF DIRECTORS

- SECTION 1. **ANNUAL MEETING.** An annual meeting of the Board of Directors of this corporation shall take place within one hundred twenty (120) days after the end of each fiscal year of the corporation on a date determined by the Board of Directors, at a place designated by the Chairman of the Board of Directors. Notice of the time and place of such meeting shall be given in writing at least two (2) weeks in advance, unless such actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at such meeting.

- SECTION 2. **ATTENDANCE BY REMOTE COMMUNICATION.** Any or all Directors may participate in a meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating in the meeting may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed present in person at the meeting.

- SECTION 3. **QUORUM.** A quorum to transact business at any meeting of the Board of Directors shall consist of at least a simple majority in number of the members of the Board of Directors.

- SECTION 4. **REGULAR MEETINGS.** The Board of Directors shall hold regular meetings at such times as are designated by the Chairman of the Board of Directors. At least ten (10) days advance written notice shall be given for each meeting, unless such actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at such meeting.



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SECTION 5. **SPECIAL MEETINGS.** Special meetings of the Board of Directors for a specific purpose may be called at any time by its President or by the request of at least two (2) members of the Board of Directors. The specific purpose must be stated in the notice and no other business shall be transacted thereat. Unless actual notice is not required by the laws of the State of North Carolina or these Bylaws for the validity of the Directors' actions at any such special meeting, notice must be given not less than forty-eight (48) hours prior to any special meeting. Such notice may be given by any usual means of communication. Meetings shall be held at a place and at such time as shall be fixed by the President or Board of Directors members calling the meeting.

SECTION 6. **ATTENDANCE.** All Board of Directors members are expected to attend all meetings.

SECTION 7. **MANNER OF ACTING.** Except as otherwise provided in these Bylaws, the act of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum is present at the commencement of a Board meeting, the validity of the acts of the Board at that meeting cannot be defeated if the number of Directors thereafter present is reduced below the number which constitutes a quorum.

SECTION 8. **PRESUMPTION OF ASSENT.** A member of the Board of Directors of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 9. **INFORMAL ACTION BY DIRECTORS.** Action taken by a majority of the Board of Directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all the members of the Board of Directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken. A consent signed under this section has the effect of a meeting vote and may be recorded as such in any document. A Director's consent to action taken without meeting or revocation thereof may be in electronic form and delivered by electronic means.

SECTION 10. **CONDUCT OF MEETINGS.** The rules of parliamentary practice contained in *Robert's Rules of Order* or *Reed's Parliamentary Rules*, or other standard texts of parliamentary law, shall govern meetings of the Board to the extent that the same are not inconsistent with these Bylaws and amendments thereto. The President shall cause to be prepared and forwarded to the members of the Board, prior to any regular meeting of the Board, an agenda containing the items to be voted upon at the regular meeting. Neither failure of the President to prepare nor the failure of a member of the Board to receive a copy of the proposed agenda shall affect the validity of any vote taken at such meeting. The Board may consider at any meeting such business as may properly come before it notwithstanding the fact that the subject was not listed on the agenda.

ARTICLE V - OFFICERS

SECTION 1. **OFFICERS.** Officers of the corporation shall consist of a President, a Vice President, a Secretary, and a Treasurer and other officers as the Board of Directors may from time to time elect. The Board shall have the right to create such additional offices as it deems beneficial to the corporation. Except for President and Vice President, the Board has the right to combine offices into one, such as Secretary and Treasurer. No person may hold more than one office at the same time, except as noted above with Secretary/Treasurer.

SECTION 2. **NOMINATIONS.** In the event the Board of Directors has appointed a nominating committee to act, such committee shall present a slate of candidates for each office to be filled at least twenty (20) days prior to the Annual Meeting. Other candidates may be nominated by the Board of Directors from the floor to be added to those selected by the Nominating Committee provided that the nominee's willingness to serve has been determined in advance of the nomination.

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

SECTION 4. **PRESIDENT.** The President shall be a director and serve as the Chairman of the Board of Directors, presiding at all meetings, shall make reports to the Board of Directors and shall perform all such other duties as are incident to his/her office or may properly be required of him/her by the Board of Directors. He/She shall be, ex officio, a member of all committees.

SECTION 5. **VICE PRESIDENT.** In the absence of the Chair of the Board of Directors or in the event of his or her death, inability or refusal to act, the Vice-Chair of the Board of Directors shall perform the duties of the Chair of the Board of Directors, and when so acting shall have all the powers of and be subject to all the restrictions, as may be applicable, upon the Chair of the Board of Directors. However, in the event of the death or incapacity of the President, a new President shall be elected as soon as possible by the Board of Directors.

SECTION 6. **TREASURER.** The Treasurer shall:

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

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

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

SECTION 7. **SECRETARY.** The Secretary shall:

(a) keep the minutes of the meetings of the Board of Directors and of all Board of Directors in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

(c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; and



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(d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 8. HEADMASTER. The Headmaster shall be the chief administrative officer of the school and shall carry out the policies established by the Board of Directors. He shall be an “ex-officio” member of the Board of Directors, without vote. The Headmaster shall:

- (a) have general supervision over the academic and administrative operations of the school;
- (b) direct and prescribe the course of study and discipline to be observed therein;
- (c) employ and discharge for cause all personnel both academic and administrative, and prescribe their duties, salary and terms of office; and
- (d) prepare and submit to the Board of Directors, or the Executive Committee thereof, annually, and in no event later than the regular May meeting of the Board, a preliminary budget which, when approved, shall be the operating budget until the annual budget is approved at the annual meeting of the Board.

SECTION 9. ASSISTANT OFFICERS. Assistant Secretaries or Assistant Treasurers, as may be elected by the Board of Directors, shall perform the duties and exercise the powers of the Secretary or the Treasurer, respectively, in their absence, and shall perform such other duties incident to their office as may properly be required by the Board of Directors.

ARTICLE VI - EXECUTIVE COMMITTEE

SECTION 1. MEMBERSHIP. The Executive Committee shall initially consist of three (3) to five (5) members, including the Chair, Vice-Chair, Secretary and Treasurer, and the others of whom shall be elected from and by the Board of Directors. The Board of Directors may, by resolution, change the number of members on the Executive Committee. The names of nominees to fill any vacancy on the Executive Committee shall be published at least twenty (20) days prior to the meeting at which the election is conducted. Any Director shall be entitled to nominate a number of persons equal to the number of vacancies on the Executive Committee.

SECTION 2. OFFICERS. The Chair of the Board of Directors shall be Chair of the Executive Committee and preside at all meetings. The Vice-Chair of the Board of Directors shall be Vice-Chair of the Executive Committee and preside in the absence of the Chair.

SECTION 3. MEETINGS. Meetings of the Executive Committee shall be held at the call of the Chair, or at the call of the Vice-Chair and one other member of the Executive Committee. Notice of the time and place of any meeting of the Executive Committee shall, whenever practical, be provided by telephone, e-mail or telefax to all members at least twenty-four (24) hours prior to the time of the meeting. If notice is mailed, the notice must be mailed at least seventy-two (72) hours prior to the time of the meeting. Any member of the Executive Committee may provide written notice that he or she waives the notice requirements herein above set forth. Attendance by a member at any meeting of the Executive Committee shall constitute a waiver of notice of such meeting, except where such member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 4. QUORUM. A quorum of the Executive Committee shall consist of a majority of the members of the Executive Committee.

SECTION 5. POWERS. The Executive Committee shall have such powers and authorities as are expressly delegated to it by the Board of Directors, and those powers which are incidental to the expressly conferred powers, and necessary to enable the Executive Committee to exercise such expressly delegated powers and authorities.

SECTION 6. REPORT OF ACTIVITIES. The Executive Committee shall maintain minutes of its meetings and records of all actions taken by it outside its meetings, and shall promptly provide copies of such minutes to the corporation’s Secretary, who shall forward copies to all Directors.

ARTICLE VII - STANDING COMMITTEES

SECTION 1. STANDING COMMITTEES. There shall be six (6) standing committees of the Board of Directors as follows: Nominating Committee, Executive Committee, Finance Committee, Education Committee, Long Range Planning and Development Committee and the Building and Grounds Committee. The Executive Committee shall be elected by the Board of Directors following submission of the report of the Nominating Committee. Members of the Nominating Committee, Education Committee, Long Range Planning and Development Committee, Finance Committee and Building and Grounds Committee shall be pointed by the President of the corporation. The terms of all members of all standing committees shall expire at the time of the first monthly meeting following the annual meeting or until their successors are appointed or elected and qualified. Committee members shall be elected or appointed from among the members of the Board of Directors. The President and Headmaster shall be “ex-officio” non-voting members of all committees. All standing committees shall report their activities to the Board of Trustees as requested by the President and shall make recommendations directly to the Board on matters referred to them or falling within their respective fields of responsibility. All standing committees shall be a record of their doings and submit them to the Board when requested.

SECTION 2. NOMINATING COMMITTEE. The Nominating Committee shall propose and submit to the Board of Directors names of persons nominated for election as Directors, as Honorary Life Directors, as officers of the corporation, and as members of the Executive Committee.

SECTION 3. EXECUTIVE COMMITTEE. The Executive Committee shall exercise such power and authority as granted to it by virtue of the provisions of Article VI of these Bylaws.

SECTION 4. FINANCE COMMITTEE. The Treasurer shall serve as Chairman of the Finance Committee composed of not less than three (3) nor more than five (5) members, a majority of whom shall be duly elected members of the Board of Directors. The Committee shall:

- (a) Review annual budget prepared by the Headmaster.
- (b) Review major financial or property transactions.
- (c) Have charge of invested funds of the school.
 - (1) Have authority to direct changes in investment by custodians of funds.
 - (2) Recommend a change in investment counsel.
- (d) Report at each regular meeting of the Board of Directors and as needed to Executive Committee.
 - (1) Recommend action to the Board in subsections (a) and (c)(2) above.
 - (2) Recommend action to the Executive Committee on subsection (b) above.

SECTION 5. EDUCATION COMMITTEE. The Executive Committee shall consult with the Headmaster in regard to the education policy and program of the school.



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SECTION 6. LONG RANGE PLANNING AND DEVELOPMENT COMMITTEE. The Long Range Planning and Development Committee shall supervise or conduct all fund raising activities other than tuition, charges and fees connected with the actual operation of the school. The Long Range Planning and Development Committee shall act as the development planning committee for the school.

SECTION 7. BUILDING AND GROUNDS COMMITTEE. The Building and Grounds Committee shall supervise the design, construction and location of the new buildings of major rehabilitation or expansion projects. The Building and Grounds Committee shall exercise general oversight of improvements and maintenance of the grounds and buildings in cooperation with the Headmaster.

SECTION 8. OTHER COMMITTEES. The Board of Directors may appoint such other committees as it deems advisable, not inconsistent with these Bylaws. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility or liability imposed upon it or him/her by law. The President and Headmaster shall be "ex-officio" non-voting members of all committees.

ARTICLE VIII- CONFLICT OF INTEREST

SECTION 1. PURPOSE. The purpose of this conflict of interest policy is to protect the tax-exempt interest of the corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 2. DEFINITIONS.

(a) **Interested Person.** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,

(2) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article VIII, Section 3, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

SECTION 3. PROCEDURES.

(a) **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b) **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) **Procedures for Addressing the Conflict of Interest.**

(1) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) **Violations of the Conflicts of Interest Policy.**

(1) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 4. RECORDS OF PROCEEDINGS. The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the governing board or committee as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

SECTION 5. COMPENSATION.

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.



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(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

SECTION 6. ANNUAL STATEMENTS. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7. PERIODIC REVIEWS. To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

SECTION 8. USE OF OUTSIDE EXPERTS. When conducting the periodic reviews as provided for in Article VIII, Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE IX - INDEMNIFICATION

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

SECTION 2. RIGHT TO ADVANCEMENT OF EXPENSES. To the fullest extent from time to time permitted by law, the corporation will advance to such person litigation expenses, including reasonable attorneys fees, as incurred by such person in defending any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the corporation against such expenses.

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

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

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

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



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

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

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

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

ARTICLE X - AMENDMENTS

Amendments to these Bylaws can be made by the Board of Directors, in regular meeting assembled, either annual or special, with advance notice of at least twenty (20) days, and if special, then the purpose of the meeting with the proposed amendment or amendments must be stated in the call; provided, however, the vote of two-thirds (2/3rds) of the members of the Board of Directors then in office shall be required to amend these Bylaws unless otherwise herein specified or required by law.

ARTICLE XI - 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 under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provisions of any future United States Internal Revenue law) as the Directors shall so determine. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII - MISCELLANEOUS

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

SECTION 2. SEAL. The seal of the corporation shall be circular in form and shall bear on its outer edge the words "Mendenhall Country Day School, Inc." and elsewhere thereon the words and figures "corporate seal", "2011" and "North Carolina". The Board of Directors may change the form of the seal or the inscription thereon at pleasure.

SECTION 3. SALARIES. The majority of the Board of Directors will be non-salaried and will not be related to salaried personnel or to parties providing services to the corporation. Further, any salaried individual providing services to the corporation shall not have the ability to vote on their own compensation. The payment of any and all compensation by the corporation will be made by a majority vote of the Board of Directors.

SECTION 4. INVESTMENTS. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a member of the Board of Directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or Section 504 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

SECTION 5. FISCAL YEAR AND AUDITS.

(a) The fiscal year of the corporation shall be set by the Board of Directors.

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

SECTION 6. NET EARNINGS. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause of the corporation's articles of incorporation, as may be amended from time to time. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Bylaws require final ratification with the submission of the form 1023 required by the Internal Revenue Service for the 501(c)(3) not-for-profit certification.



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4. A copy of the articles of incorporation. While the statute does not require the applicant to have acquired corporate status in order to apply, that status must be acquired prior to receive a charter. Accordingly, if the applicant does not yet have corporate documents filed with the Secretary of State, it should demonstrate that it is prepared to do so in the near future.

In accordance with your request, we have prepared and attached drafts of the following documents:

1. **Articles of Incorporation:** In order to complete the Articles, please provide us the name of the registered agent (Section 3).
2. **Application for Employer Identification Number:** In order to complete the Application, please provide the name and social security number of the responsible party (Sections 7a and 7b). We also need the name and title of the signatory as well as his/her telephone number and fax number (Section 18).

Please note that at law we cannot apply for an employer identification number for the corporation until the Articles of Incorporation have been filed in the Secretary of State's Office. If the completed Articles are signed and returned to our office today, along with a check in the amount of \$260 made payable to the "Secretary of State", we can forward the same to the Secretary of State today via federal express for expedited filing. If the Articles are in order, the Secretary of State should file them some time Wednesday, November 9, 2011. Upon notification from the Secretary of State that the Articles have been filed, we can promptly apply for employer identification number online. Typically, we can obtain an employer identification number within the hour of notification of the filing with the Secretary of State.

If you should have any questions regarding this matter, please advise.

Cory A. Rayborn
Wyatt Early Harris Wheeler, LLP
P.O. Drawer 2086
High Point, NC 27261

(336) 819-6041 (direct dial)
(336) 819-6101 (fax)



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crayborn@wehwlaw.com

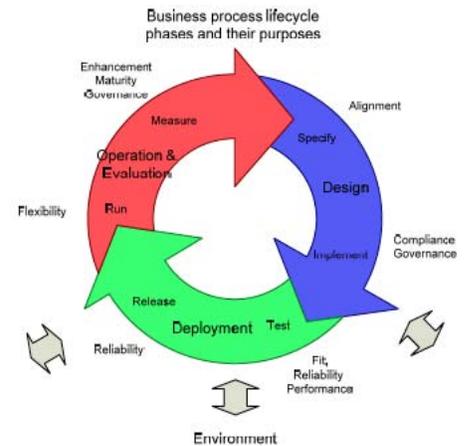
5. A description of the governing board's functions, duties, roles and responsibilities as it relates to overseeing the charter school and its mission.

The Board of the School is the governing body that holds and maintains the Charter and is the final voice on all policies and procedures associated with the school. All contracts, employment and ultimate authority lay with the Board. The Board fully understands that it is accountable to the rules and regulations concerning 501(C)(3) corporations as detailed by the IRS @ http://www.irs.gov/pub/irs-tege/governance_practices.pdf and that any contracted service providers, at all levels will be held accountable and serve at the pleasure of the Board. All board meetings will be scheduled and posted / published in advance in conformity with sunshine laws. All governance related documents, including but not limited to Board Minutes will be maintained on site available to the Public. All board meetings will be attended by the Board Attorney, with minutes taken and advise on Roberts Rules of Order.



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

As noted in question 5 above, the Board holds ultimate responsibility for the management and operations of the school. The initial policies and procedures at all levels that will be implemented are those from a highly successful charter school that has been in operation since 2000, which cover Phase I: Deployment. As we roll into Phase II – Operation & Evaluation, and ultimately Phase III – Designs. These are and will continue to be living documents that are specific to the MCDS community and will evolve according to the needs of the school. As the governing body establishes policy and procedure, all staff and third-party service providers will be held strictly accountable to these rules.



7. Describe the organization's performance-based goals for the charter school. Organizational goals and measurable objectives should describe and measure the effectiveness and viability of the organization.

The performance based goals for MCDS will be to focus on building leaders for our future using the six pillars of character. MCDS believes that to be a leader you must first hold all the pillars of character and lead by example. The common core standards and testing results will be the by-product of a student that has developed the pillars of character and models these character traits through daily living skills. Students will learn one character trait per year until sixth grade and focus all year long on the one character trait collectively carrying forward all traits learned. Once students have completed fifth grade they will be expected to move into project-based learning. Students will live "giving-back" to the community at large through time and talent based projects. Learning to lead and speak in the community through various assignments given in unison with the North Carolina Core Standards. The measurement of the performance will be the number of hours logged in community service as well as benchmarking and growth of academic skills. These objectives will be achieved by running a financially



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sound and well-managed operation allowing for sustained parent (aka: customer) satisfaction and a high quality education and will-educated students (aka: product).

8. Describe how the governing board will ensure that current and future board members avoid conflicts of interest.

Anyone serving on the Board will undergo Governance training and will have to sign affidavits acknowledging required statutes and 501(C)(3) regulations.

It is our hope that the OCS and NC Alliance for Public Schools will partner to provide a consistent and strong message to all Charter Board Members across the state.

D. PROPOSED EDUCATIONAL MANAGEMENT ORGANIZATION (EMO OR CSO)

If the Charter School plans to contract for services with an “educational management organization” or “charter support organization,” please specify the name of the company, address, phone number, contact person, fax, and email:

Company: Phoenix Systems, Inc.
Address: 100 Scott Avenue, Suite 5, High Point, NC 27262
Telephone: (336) 848-1870
Facsimile: (336) 217-8583
Contact: Kimberly K. Norcross

1. Please include a copy of the proposed management agreement of the specified EMO and explain how the contract will be in the best educational and financial interests of the charter school.

MCDS has partnered with Phoenix Systems, Inc. (PSI) which provides School Management expertise and experience that will make our school the tremendous success that it is destined to become in the same way that they started and operate Phoenix Academy in High Point. They do not provide furniture, curriculum, materials, supplies, software, etc., for fee after fee. They are simply contracted to provide supervision services and carry out the business and education plan on behalf of the Board.

They have a proven record of success in the start-up, day-to-day operations, governance, finances, EC, AG, PBS, etc. in Public Schools – Traditional and Charter, this coupled with their well known commitment to education and the long-term success of our community, there was no other choice.

DRAFT SERVICES AGREEMENT

This SERVICES AGREEMENT (this “Agreement”), by and between Phoenix Systems, Inc., a corporation (PSI), and Mendenhall Country Day School, a North Carolina non-profit corporation (MCDS), is effective the ___ day of ___, 2011 (the “Effective Date”). For purposes of this Agreement, PSI and the School shall be referred to collectively as the “Parties.”

RECITALS

WHEREAS, the School was issued a MCDS Contract by the North Carolina State Board of Education (the “Authorizer”) to operate a public MCDS school pursuant to N.C. Gen. Stat. § 115C-238.29 et seq. (the “Authorizing Law”); and
WHEREAS, the Parties desire to create an enduring educational alliance in which they will work together to promote educational excellence and innovation based on PSI’s school design, comprehensive educational program and management principles; and
WHEREAS, the Parties desire to set forth the terms and conditions of such alliance in this Agreement;
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

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



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

C. Independent Contractor. PSI shall provide the Services as an independent contractor, and not as an employee, partner, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of PSI.

D. Designation of Agents. PSI, its directors, officers, employees, agents, and representatives shall not be deemed agents of the School solely on account of this Agreement, except as follows:

1. PSI, including its directors, officers, employees and designated agents, are hereby authorized to serve as agents of the School for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. § 1232g *et seq.* (FERPA), and are designated as "other School Officials having a legitimate educational interest in education records," such that they are entitled to access the education records of the School.
2. PSI, its directors, officers, employees, and agents may be designated as agents of the School by a written resolution of the Board or by a properly authorized officer of the School.

ARTICLE II TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the termination or expiration of the Charter, including any reauthorizations or renewals thereof (the "Term"). The first school year of this Agreement shall commence on July 1, 2012 and end on June 30, 2013, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. PSI may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from PSI of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) PSI's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, revocation, or non-renewal of the Charter.
2. The School may terminate this Agreement prior to the end of the Term if PSI fails to remedy a material breach of this Agreement within (30) days after receiving a notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) PSI's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) PSI's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from PSI or an independent education consultant retained by the Board regarding the Services or the School's performance, provided such report cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the MCDS; or (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status.
3. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with ninety (90) days prior written notice.
4. If this Agreement is terminated prior to the end of the Term, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

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

1. PSI shall have the right to remove any equipment or other assets owned or leased by PSI from the School;
2. the School shall pay or reimburse PSI for the prepaid portion of any expenses or liabilities incurred by PSI pursuant to the Budget as of the date of such termination or expiration, provided PSI supplies the School with documentation of all such expenses and liabilities;
3. PSI may, in its sole discretion, 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 or managerial arrangement;
4. PSI shall reasonably assist the School in the execution of a closure plan and cooperate in the closure process, including without limitation, in any audits and court or other proceedings related thereto; and
5. the party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement.

ARTICLE III OBLIGATIONS OF PSI

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

B. Comprehensive Educational Program. The School has determined to adopt PSI's proprietary educational and academic programs and goals, as set forth in the Charter (the "Educational Program"). Subject to the oversight of the Board, PSI shall implement and administer the Educational Program. In the event that PSI reasonably determines that it is necessary or advisable to make material changes to the Educational Program, PSI shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the MCDS or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as requested by the Board, PSI shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program.

C. All Children Welcome. PSI places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.

D. Services to Students with Disabilities. PSI welcomes students with disabilities at the School. PSI shall provide special education and related



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services, in conformity with the requirements of applicable law, to students who attend the School.

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

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

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

G. Subcontracts. PSI reserves the right to subcontract any and all aspects of the Services.

H. Pupil Performance Standards and Evaluation. PSI shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. PSI shall utilize assessment strategies required by the MCDS and applicable law. The Board and PSI shall cooperate in good faith to identify academic goals and methods to assess such academic performance.

I. Unusual Events. PSI shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the MCDS, applicable law or this Agreement.

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

K. Facility. PSI shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to PSI and the Board. The facility shall comply with the requirements of the MCDS. PSI shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. PSI will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, and the Educational Program in accordance with the charter and applicable law, including without limitation, rules, regulations, and policies regarding discipline, special education, confidentiality and access to records.

M. Rules and Procedures. PSI will recommend to the Board reasonable rules, regulations, policies and procedures applicable to the School. The Board hereby authorizes and directs PSI to enforce such rules, regulations and procedures adopted by the Board.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of PSI, including but not limited to, PSI's recommendations regarding policies, rules, regulations and the Budget.

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

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

D. Office Space. Upon request by PSI, the Board shall provide PSI with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to PSI.

E. Board Authority. Consistent with applicable law, the Board shall have final authority to adopt reasonable rules, regulations, and policies regarding the establishment, maintenance, management, and operation of the School.

ARTICLE V

INTELLECTUAL PROPERTY

A. Definitions.

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

2. "Confidential Information" means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or PSI (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party's or its affiliates' plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of



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the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the PSI Materials (as defined below), or incorporate any Confidential Information of PSI (collectively, the “**School Materials**”). The School Materials shall include all intellectual property rights associated therewith.

C. PSI Materials. PSI shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by PSI as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by PSI during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by PSI relating to the Educational Program, including all changes and derivatives thereof (collectively, the “**PSI Materials**”).

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the PSI Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that PSI is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the PSI Materials.

F. Licenses. PSI hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the PSI Materials, and any Educational Materials created by the School which are derivative of the PSI Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party exploit any of the PSI Materials for commercial purposes. Subject to applicable law, the School grants PSI a non-exclusive, irrevocable, worldwide, assignable right to use, distribute, modify and display the School Materials, solely for educational purposes in any and all media now know or hereafter developed.

G. PSI Marks. During the Term, PSI grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use PSI’s trade name(s) and PSI’s trademark(s) (the “**PSI Marks**”) solely for the purposes of promoting and advertising the School. PSI shall have the opportunity to review and approve all artwork, copy or other materials utilizing the PSI Marks prior to any production or distribution thereof. All uses of the PSI Marks require PSI’s prior written permission. The School shall acquire no rights in or to the PSI Marks, and all goodwill associated with the PSI Marks shall inure to the benefit of and remain with PSI. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the PSI Marks and shall remove the PSI Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

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

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

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

ARTICLE VII

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the Board shall be deposited in the School’s depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from PSI, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. Interest income earned on the School’s depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term “**Revenues**” shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. All other grants and donations received by the School to support or carry out programs at the School (except to the extent PSI is not required or involved in soliciting, administering or managing the contribution and/or donation).
8. Fees charged to students as permitted by law for extra services approved by the Board.

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

B. Budget. PSI shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the MCDS and applicable law



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(the “**Budget**”). For the School’s first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the proposed Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the MCDS and applicable law. At the direction of either PSI or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Each school year during the Term, PSI shall pay to the Board an amount equal to the lesser of: (i) 2% of state per-pupil aid reflected in the Budget for that respective school year, or: (ii) \$35,000 (the “**Board Spending Account**”). The aforesaid amount shall be deposited by PSI into the Board Spending Account pro-rata during the course of the School’s school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carryover to the School’s next school year. Items purchased by PSI for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by PSI with the Fee (as defined below). PSI agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by PSI on behalf of the School with funds from the Board Spending Account. PSI, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases.

E. Fee. PSI shall receive all Revenues as its services fee (the “**Fee**”), from which it shall pay all operating costs of the School, as detailed in the Budget. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. PSI shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by PSI in operation and/or management of the School during the School’s fiscal year.

F. No Loans. PSI shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that PSI has entered into similar services agreements with other schools. PSI shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by PSI, and shall reflect in the School’s financial records only those expenses incurred in the operation of the School. If PSI incurs expenses that are for both the benefit of the School and other schools managed by PSI, then PSI shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by PSI. In no event shall marketing costs incurred solely for the benefit of PSI (and not the School) be allocated to the School.

H. Financial Reporting. PSI shall provide the Board with:

1. Annually, the Budget as required by this Agreement.
2. Quarterly, or as reasonably requested by the Board, a Statement of Revenues, Expenditures and Changes in Fund Balance, which: (i) details year-to-date Revenues received and expenses incurred; (ii) compares such Revenues and expenses to the Budget; and (iii) provides an explanation of any resulting variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to:
(i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the MCDS and applicable law.

I. Access to Financial Records. PSI shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of PSI, and shall retain all of the aforereferenced records according to the MCDS and applicable law to which such books, accounts, and records relate. PSI and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

J. Accounting Standards; Annual Audit.

1. The School shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with applicable law.
2. An independent auditor will conduct an annual audit of the School’s financial matters in accordance with the MCDS and applicable law.
3. Subject to applicable law, all records in the possession or control of PSI that relate to the School, including but not limited to, financial records, shall be made available to the School and the School’s independent auditor. The expense of the annual audit shall be included in the Budget.

K. Start-up Funds; Contributions. PSI shall provide start-up funds for: (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) to the extent necessary as reasonably determined by PSI, cleaning, renovating and equipping of the School facility (the “**Start-Up Funds**”). In addition, in its sole discretion, PSI may, but need not, make contributions to the School in the event School expenses exceed Revenues (the “**Contributions**”). The Contributions, if any, shall be in amounts acceptable to PSI and the Board and, once made, shall be included in the Budget. Unless otherwise agreed, the School shall not be legally obligated to repay PSI for the Start-Up Funds or the Contributions. PSI’s agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

ARTICLE VIII PERSONNEL & TRAINING

A. Qualified Personnel. PSI shall select, hire, evaluate, assign, discipline, transfer, and terminate School personnel pursuant to the Budget, the MCDS and applicable law. With the exception of teachers, as set forth below, and unless otherwise agreed by the written consent of the Parties, all School personnel shall be employees of PSI. PSI and the Board shall each be responsible for their respective employees. However, compensation of all employees working at the School shall be included in the Budget. At the request of the Board, PSI shall disclose to the Board the level of compensation and fringe benefits provided by PSI to PSI employees working at the School.

B. School Administrator. The School administrator (the “**Administrator**”) shall be an employee of PSI and not the Board. The duties and terms of the Administrator’s employment shall be determined by PSI. The Administrator shall work with PSI in the operation and management of the School. The



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accountability of PSI to the School is an essential foundation of this Agreement. Since the Administrator is critical to the School's success, PSI shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, PSI agrees that it shall consult with the Board prior to the hiring or termination of the Administrator.

C. Teachers. The Administrator shall recommend to the Board for its consideration and approval, teachers who are qualified in the grade level and subjects required by the School to operate in accordance with the terms of the MCDS. All teachers shall be jointly employed by the School and PSI for such purposes as inclusion in the compensation and employee benefit plans of PSI, payroll administration and other employment policies and practices; provided however, in all circumstances, the Board shall ultimately control the hiring and discharge decisions with respect to jointly employed teachers at the School in accordance with N.C. Gen. Stat. § 115C-238.29(F)(e)(1). Teachers assigned to and retained by the School shall hold a valid teaching certificate issued by the State Board of Education to the extent required by N.C. Gen. Stat. § 115C-238.29F(e)(1). Subject to the approval of the Board, such teachers may, in the discretion of PSI, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such teachers may also work at other schools for which PSI provides services under a similar agreement.

D. Support Staff. PSI 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 PSI, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, the support staff may also work at other schools managed or operated by PSI. The cost for such support staff shall be shared proportionately among the schools at which the support staff is working. An individual who provides a service to students in the School that is not teaching, and for which a license is required under applicable law, will have the appropriate license to provide such services.

E. Training. PSI shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as PSI determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. PSI shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with PSI for the Services.

H. Limitations on Discretion. All decisions made by PSI, and any discretion exercised by PSI, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the MCDS, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE IX INDEMNIFICATION AND LIMITATION OF LIABILITY

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

B. Limitation of Liability. Neither party shall be liable for special, punitive, exemplary, incidental or consequential damages due to any breach of this Agreement or any action or omission by such Party.

ARTICLE X INSURANCE

A. Insurance Coverage. PSI shall maintain such policies of insurance as required by the MCDS and applicable law. In addition, PSI shall maintain an umbrella liability policy of not less than Two Million Dollars (\$2,000,000.00), or such greater amount if required by the MCDS or applicable law. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, or such greater amount if required by the MCDS or applicable law, with the other party listed as an additional insured. The School shall maintain insurance on its facility and related capital items leased by the School, all as required by the terms of the School's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

ARTICLE XI REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a MCDS school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. PSI. PSI represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of North Carolina; (ii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting PSI, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iii) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist PSI in applying for



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such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and PSI.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of North Carolina, without regard to its conflicts-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either PSI or the School against the other.

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

Mendenhall Country Day School: Attn: Chair, Board of Directors / Telephone / Email

WITH A COPY TO: Attn: _____ / Telephone / email

Phoenix Systems, Inc. Attn: Chief Operating Officer

WITH A COPY TO: Attn: _____ / Telephone / email

E. Assignment. PSI may assign this Agreement with the prior written approval of the Board, which written approval shall not be unreasonably withheld or delayed.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and PSI.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

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 result as that contemplated by such term or provision.

I. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to PSI powers or authority of the Board which are not subject to delegation by the Board under the MCDS or applicable law.

J. Compliance with Law. Each party will comply with the MCDS and laws applicable to the performance of such party's obligations hereunder

2. What other EMO/CMOs were pursued and why did the applicant select this particular one?

MCDS would only contract a group that is local, invested in and has strong roots in the community. For the sake of good governance we looked at the national and state pricing models of other companies providing similar services and they have the most competitive price.



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3. 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.

There will not be any “affect”, may it be in the simple definition of “influenced”, or in the secondary definition of “influenced in a harmful way...”. MCDS will contract PSI to provide a Superintendent, Principals and Vice Principals working as contracted parties rather than direct employees of the Board, however they still are fully accountable and work at the pleasure of the Board. As clearly defined by State and Federal Law, as well as the Bylaws and draft management contract (as provided in this Fast Track Application), all process, procedures and methodology are clearly defined with no conflict of interest or cross-purposes.

4. 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.

Per the bylaws:

(i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by MCDS and applicable law.

2. The School may terminate this Agreement prior to the end of the Term if PSI fails to remedy a material breach of this Agreement within (30) days after receiving a notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) PSI’s failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) PSI’s failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from PSI or an independent education consultant retained by the Board regarding the Services or the School’s performance, provided such report cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, revocation, or non-renewal of the MCDS; or (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status.

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

All service providers, staff, suppliers, etc. serve at the pleasure of the Board, if they do not perform, they will be replaced. The benchmarks have and will be clearly defined and met.

E. ADMISSIONS POLICY (G.S.115C-238.29B(b)(4); G.S. 115C-238.29F(d)(1))



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Provide a description of the policies and the procedures for admitting students to the proposed charter school, [including specific details of the enrollment lottery plan.](#)

Per the MCDS Student Handbook as attached, please refer to Page 2 of 20, which states:

Admissions Policy and Procedures

North Carolina children are entitled to a free public education under the North Carolina Constitution and NC statutes Article IX, Sections 2 and 3; N.C. Gen. Stat. Section 115C-364,-366. Initial Entry during first 120 days as detailed in N.C. Gen. Stat. 115C-364(a). Initial Entry after first 120 days as detailed in N.C. Gen. Stat. Section 115C-364(b). Admission at age 4 as detailed in N.C. Gen. Stat. Section 115C-364(d). MCDS does not discriminate against any student on the basis of ethnicity, disability, religious affiliation, national origin or gender.

MCDS will aggressively attempt to reflect the racial and ethnic demographics of Guilford County. MCDS will require that all applications be received by the required deadline. If spaces are available students will be admitted in the order, which their application was received. If applications exceed capacity of student space by the deadline, a lottery will be held for anyone who would like to attend.

Applications are processed in a structured and secure manner processed through the school web site and proprietary CRM system. After the transparent and open lottery is held and the slots are filled, the parent/guardian is provided with a unique /secure login id and password to fill in all of the data required for enrollment, NC Wise, etc.



IV. EDUCATION PLAN

NOTE: Answer all sections completely, include your answers in this section of the application, do not include as an appendices. Do not use "same as LEA" or "whatever the law says". The State Board of Education shall give priority



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consideration to the applicants who demonstrate potential for significant, meaningful innovation in education. Give explanations. Lack of proper documentation will jeopardize the application review.

INSTRUCTIONAL PROGRAM: (G.S. 115C-238.29F (d))

Provide a detailed description of the overall instructional program, including the following:

- I. Educational theory, foundation of the model, and proposed innovative offerings.

**WHERE
CHARACTER
REIGNS
SUPREME**

| | | | | | |
|---------------------|---------------------|----------------------|-------------------|-----------------|--------------------|
| | | | | | |
| | | | | | |
| Nathaniel Greene | Susan B. Anthony | George Washington | Harriet Tubman | Clara Barton | Abraham Lincoln |

The "CHARACTER COUNTS!" approach to character education doesn't exclude anyone. That's why we base our programs and materials on six ethical values that everyone can agree on — values that are not political, religious, or culturally biased. Using the points below to help young people understand the Six Pillars, and use the mnemonic devices at right to help them remember.

- 1** **Trustworthiness** **Blue**
Be honest • Don't deceive, cheat, or steal • Be reliable — do what you say you'll do • Have the courage to do the right thing • Build a good reputation • Be loyal — stand by your family, friends, and country.



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2 *Respect*

Yellow

Treat others with respect; follow the Golden Rule • Be tolerant and accepting of differences • Use good manners, not bad language • Be considerate of the feelings of others • Don't threaten, hit or hurt anyone • Deal peacefully with anger, insults, and disagreements.

3 *Responsibility*

Green

Do what you are supposed to do • Plan ahead • Persevere: keep on trying! • Always do your best • Use self-control • Be self-disciplined • Think before you act — consider the consequences • Be accountable for your words, actions, and attitudes • Set a good example for others.

4 *Fairness*

Orange

Play by the rules • Take turns and share • Be open-minded; listen to others • Don't take advantage of others • Don't blame others carelessly • Treat all people fairly.

5 *Caring*

Red

Be kind • Be compassionate and show you care • Express gratitude • Forgive others • Help people in need.

6 *Citizenship*

Purple

Do your share to make your school and community better • Cooperate • Get involved in community affairs • Stay informed; vote • Be a good neighbor • Obey laws and rules • Respect authority • Protect the environment • Volunteer



The uniform code will be tied to 6 Pillars of character.

K-5 will wear khaki pants with collared shirts in the color that represents the character year they are focusing on.

Middle School will wear blue pants and a white shirt.

2. Teaching approach, class structure, curriculum design, and instructional methodology, courses of study, et



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The teaching approach at MCDS will be project-based learning. Project based learning fits all learning styles while at the same time develops leadership skills and practices character use in daily living. Collaboration and speaking skills will be taught from the onset of education. Developing and modeling character traits in future leaders requires a strong beginning. MCDS class structure will be self-contained in lower grades yet a mixture of formal, informal, and teaming situations depending on the common core standard being taught. Upper grades will be team-taught utilizing a mixture of skills learned and those needing growth. Our curriculum will be pulled from many different sources depending on the standard being taught. K-12, Roadmap to America, Harcourt, etc.

Our instructional methodology will be based on hands on project-based learning including technology skills developed by using "Box of Tricks" techniques found at www.boxoftricks.net

MCDS is preparing students to be the best they can be in education and citizenship and future ready in their choices of college or career bound studies.

3. Compliance with Federal and State regulations for serving exceptional children.

MCDS fully acknowledges the requirements associated with exceptional children. By contracting Acadia Northstar (ANS) and PSI, MCDS will have a deep well of knowledge and resources at our disposal to ensure that MCDS is in full compliance and understanding of the important requirements of the NC Wise, Human Resources requirements and CECAS management through the state systems. MCDS will fully participate in "Child Find" as well as all other services required in Federal and State regulations of exceptional children. PSI will aid in training and internal audits for compliance special education and CIPP requirements.

4. Entrance and exit requirements as well as graduation requirements (if the school is to be high school). N/A

5. The school calendar (must provide instruction for a minimum of 185 instructional days) (G.S.115C-238.29F(d)(1))

The School Calendar will be available via the school web site with alerts, email alerts, telephonic notices and weekly newsletter as well as daily video announcements available through a secure log in id and password to authorized families and staff. Please refer to appendices for a detail of the draft calendar.

Screen shot provided on this page, complete sample attached in the appendices:

| Mendenhall Country Day School | | |
|---|---|---|
| Thursday - Oct 06, 2011 Home & School Connection 06:00 PM | Friday - Oct 21, 2011 Character Education Week | Wednesday - Nov 16, 2011 Money Raised From GPR Certificates Go Home Today! |
| Friday - Oct 07, 2011 Falmouth Friday - Early Dismissal @ 11:30 11:30 AM | Monday - Oct 24, 2011 Red Ribbon Week- Say No to Drugs | Thursday - Nov 17, 2011 4th Grade Writing Test- Content Specific #1 |
| Sunday - Oct 09, 2011 Fire Safety Week! | Tuesday - Oct 25, 2011 Red Ribbon Week- Say No to Drugs | Friday - Nov 18, 2011 Principal's Blue Ribbon Luncheon For Study Island |
| Monday - Oct 10, 2011 Fire Safety Week! Money Raised From & Cookbook Holiday Fundraiser Reggie! Wreathmaker Cookie Sale Ends! | Wednesday - Oct 26, 2011 Red Ribbon Week- Say No to Drugs Inclusion Army Food Drive Oct 26-Nov 21 | Monday - Nov 21, 2011 Thanksgiving Prep Day |
| Tuesday - Oct 11, 2011 4th Grade Writing Practice Test Fire Safety Week! | Thursday - Oct 27, 2011 Red Ribbon Week- Say No to Drugs | Wednesday - Nov 23, 2011 Thanksgiving Holiday - Early Dismissal @ 11:30 |
| Wednesday - Oct 12, 2011 Fire Safety Week! | Friday - Oct 28, 2011 Red Ribbon Week- Say No to Drugs | Thursday - Nov 24, 2011 Thanksgiving Holiday - No School |
| Thursday - Oct 13, 2011 Fire Safety Week! | Grading Period Ends | Friday - Nov 25, 2011 Thanksgiving Holiday - No School |
| Friday - Oct 14, 2011 Fire Safety Week! | Monday - Oct 31, 2011 Fall Festival School Parade | Monday - Nov 28, 2011 Interim #2 |
| Saturday - Oct 15, 2011 Fire Safety Week! | Tuesday - Nov 01, 2011 Money Raised From & Holiday Cardstock Order Due Today! | Thursday - Dec 01, 2011 Home & School Connection 06:00 PM |
| Monday - Oct 17, 2011 Character Education Week | Thursday - Nov 03, 2011 Home & School Connection 06:00 PM | Friday - Dec 02, 2011 Falmouth Friday - Early Dismissal @ 11:30 |
| Tuesday - Oct 18, 2011 Character Education Week | Friday - Nov 04, 2011 Falmouth Friday - Early Dismissal @ 11:30 Candy Cane Lane Delivery | Monday - Dec 05, 2011 Candy Cane Lane |
| Wednesday - Oct 19, 2011 Character Education Week | Monday - Nov 07, 2011 Report Card #1 Home Fun | Tuesday - Dec 06, 2011 Candy Cane Lane |
| Thursday - Oct 20, 2011 Character Education Week Modern Pictures Today! | Friday - Nov 11, 2011 Veteran's Day - No School | Wednesday - Dec 07, 2011 Candy Cane Lane |
| | Monday - Nov 14, 2011 Breakdown | Thursday - Dec 08, 2011 Candy Cane Lane |
| | | Friday - Dec 09, 2011 Candy Cane Lane Ends |

Draft School Schedule

Page 1 of 3

6. A concise description of any evaluation tool or test, if any, that the proposed charter school will use in addition to any state or federally mandated tests and how this data will be used to drive instruction.



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MCDS will use a variety of tests and screeners in order to place and assess the growth and development of all students. In entering MCDS students will have a one to one screener for Kindergarten readiness, the Brigance Screener to determine grade level ability if testing scores are unavailable in all other grade levels and reading ticking's will be given to assess individual reading levels.

Once students are enrolled and placement is determined the Terra Nova is given each fall for diagnostic reasons in grades 2,3,4 to assess areas of re-teaching and AIG identification. Students will have personalized educational plans or PEP's that follow them throughout their school career at MCDS.

Reading ticking's will be completed twice yearly in the fall and spring to keep track of reading levels. Study Island is our home school connector piece and Study Island benchmarks are completed once per semester to predict growth and to target students needing additional supports throughout the school year.

We also complete all EOG testing as required by NC State standards. All these screening and testing instruments are used to guide individualized project based instruction.

7. A description of the student achievement goals for the school's educational program and the method of demonstrating that students have attained the skills and knowledge specified for those goals. These goals should include specific and measurable performance objectives over time. A timeline should be included to highlight how the school proposes to meet its objectives.

Each student at MCDS will from entrance will be assigned a personal education plan or PEP. This plan will outline yearly the screeners, benchmarks, tests and reading ticking's completed to assess the student's growth and development throughout their school career at MCDS. These measures follow the students as they matriculate to better understand their educational needs. Parents meet with teachers and/or administration each semester to assess the over all performance of the student as seen in the PEP plans and documentation. This is parent meeting is required as parents are our partners in education. Being a start-up school, potentially with a lottery due to an enormous pool of students, we will target 85% of students will be proficient on state assessments and 90% of students will make one year's growth each year. As the population builds and they are in the school, goals will increase.

8. An explanation of how the school will provide assistance to students that are not performing at expected levels to ensure the continued progress of student growth. The applicant needs to define their "expected levels" of performance and delineate a plan accordingly.

On an annual basis the school will strive to reach or exceed yearly growth for all students. Any individual student or sub-group of students identified as not meeting growth will be evaluated with remediation and intervention plans put into place. They will be tracked until the objectives are achieved or exceeded. Benchmarking, screening, testing, tutoring, etc, will be utilized as required

9. Details of the proposed charter plans to involve parents and community members in the school.



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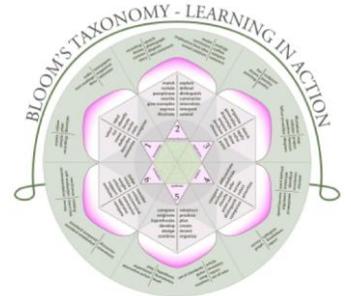
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MCDS will be highly involved with community events working with partners at the High Point Museum, High Point Police Department, High Point Public Library, Guilford County Sheriff's Department, Jamestown Fire Department, Jamestown Historical Society, Salvation Army, American Heart Association, Children of the American Revolution, Daughters of the American Revolution, Sons of the American Revolution, High Point Rotary, Jamestown Rotary, and a multitude of other organizations that our Board has relationships with. Additionally we have a huge email database, will have a strong web presence and close contacts with the media to encourage participation in all of our sponsored, co-sponsored and participatory events. We will have Facebook, twitter and other social media tools at our disposal as well.

10. Explanation of how the school will meet the needs of gifted students, English language learners, and other at risk students. Includes details of the school's process for identification and service of these students.

This encompasses six questions that can be addressed in lengthy, detailed and specific terms with sample documents in the appendices and examples of current practices and success:

- 1) Identification process for Academically Gifted (AG) students.
- 2) Programs, and process for serving Academically Gifted (AG) students.
- 3) Identification process for English as a Second Language (ESL) students.
- 4) Programs, and process for serving English as a Second Language (ESL) students.
- 5) Identification process for At Risk of Failure (ARF) students.
- 6) Programs, and process for At Risk of Failure (ARF) students.



Our team has extensive expertise and experience in identifying and serving the unique needs of AG, ESL and ARF students with a full arsenal of tools and resources at its disposal, including but not limited to programs such as Bloom's Taxonomy Learning in Action, K-12, University of North Carolina @ Greensboro, etc.

SPECIAL EDUCATION (G.S.115C-106)

The charter school must accept special needs children under the federal legislation *Individuals with Disabilities Education Act (IDEA)* (20 U.S.C. 1400 Et seq.) and the state legislation (G.S. 115C-106 Et seq.). Provide a clear and thorough explanation of the procedures the proposed charter will follow to insure compliance of the above laws.

The LEA will have in effect Policies and Procedures that ensure all children with disabilities are served. The PSI team has a proven record of innovation in the area of Special Education by being the group that created the Positive Behavioral System and introducing it to NC Public Education, which has now been adopted by DPI as PBIS, and is in use in over 1,000 schools in the State of North Carolina.

We will have a team of EC Professionals on staff, and under contract to manage the process working closely with long term strategic partner: the University of North Carolina at Greensboro.



STUDENT CONDUCT AND DISCIPLINE (G.S.115C-238.29B(b)(12); G.S. 115C-238.29F(d)(4 and 5))



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Provide drafts, included in this section (do not include as an appendices), of student handbooks and other policies governing student conduct and discipline. Include policies and procedures governing suspension and expulsion of students. Specifically address these policies with respect to exceptional children. Also describe how a parent could appeal the decision of a school administrator through a grievance process.

Per the MCDS Student Handbook as attached, please refer to Page 1 of 20, which states:

Consequences -- consequences for violations of the Code of Conduct include, but are not limited to, conferences with parents, confiscation of property which disrupts the learning environment, detention, isolation, restitution, in-school suspension, suspension from school activities and events, suspension of bus privileges, after-school detention, out-of-school suspension and expulsion (See also the section entitled Disciplinary Measures). North Carolina children are entitled to a free public education under the North Carolina Constitution.

Per the MCDS Student Handbook as attached, please refer to Page 6&7 of 20, which states:

Disciplinary Measures The Board shall delegate to the Principal the responsibility for establishing and enforcing necessary regulations and procedures not in conflict with state or federal law so as to govern and control the conduct of students. The Board expects school administrators to provide for and maintain an environment suitable for an orderly learning process. These disciplinary measures are consequences of violating the Student Code of Conduct and may include but are not limited to the following:

Conference with Parents Parents are encouraged to set up an appointment with any teacher, counselor, or administrator to discuss their child's progress or problems. School officials may also request such a conference.

Confiscation Any student's property which disrupts the learning environment will be removed from that student's possession.

Court Referral In case of a drug offense, assault, or other violations of the North Carolina statutes, a student may be taken to court.

Detention Any teacher or Principal may detain a student before or after regular school hours.

Expulsion Permanent prohibition/exclusion from the school system requires the recommendation of the Principal and Board action.

In-School Suspension: A student is excluded from attending regular classes but not from attending school and is required to do assignments developed by his/her regular teachers. Credit is given for this work. A student will not be allowed to participate in any extra-curricular activities during the period of in-school suspension. Principals shall notify parents when a student is assigned to in-school suspension.

Isolation: Any student may be removed from regular class activities for any portion of a school day as long as he/she is placed under the supervision of an adult.

Involvement of Law Enforcement Agencies: In cases of violations of North Carolina General Statutes or as provided for by law, law enforcement agencies may be contacted. Loss of Privileges Principals, teachers, and/or their designees may withdraw specific school privileges from students who exhibit inappropriate behaviors.

Out-of-School Suspension: A student may be suspended from attendance at school for violations of the Student Code of Conduct.

1. Short-term suspension - 10 days or less.
2. Long-term suspension - more than 10 days.
3. 365 Day Suspension - suspension for 365 days.

Parent Contact: Teachers, counselors, and school administrators may contact parents by telephone or letter in an effort to inform them of student misconduct and to gain their support in altering that behavior.

Referral to alternative environment: Students who have been referred to the Principal for discipline two or more times may be referred by the teacher to the Audit Committee, and the committee may recommend that the Principal provide additional advice to the teacher, transfer the student to another classroom, request an alternate school setting in LEA where student is domiciled, or provide other services.

Removal from School Provided Transportation: Students exhibiting inappropriate behavior may be prohibited from riding the bus or other school provided transportation for any period of time up to the remainder of the school year.

Removal from the Classroom: The removal of a student from class by a classroom teacher or other school official for the remainder of a class period or school day and placement at some other place on the school premises shall not be considered a short-term suspension and shall not come under the rules and procedures governing suspensions.

Restitution: The replacement of or payment for property taken, damaged, or destroyed will be required.

Suspension from Extra-curricular Activities: A student may be suspended from participating in any or all extra-curricular activities, including graduation exercises.

TIMELINES



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VII. BUSINESS PLAN

PROJECTED STAFF:

Provide a list of positions anticipated for the charter school; (e.g., principal or director; support staff; teachers, part-time and full-time; paraprofessionals/teaching assistants, clerical, and maintenance.)

| STAFFING PLAN | | | | | | | |
|-------------------------------------|------------------|-----------------|-------------------|-----------|-----------------------|--------------------------------------|--|
| Area | Position | Department | Role | # | Responsibility | Qualifications | Licensure |
| K-8 | Office / Support | MCDS | Support | 5 | Administrative | Specific to role | N/A |
| K-5 | Teacher | MCDS | AG / EC | 2 | Specials | Degree held | AG/EC |
| K-5 | Teacher | MCDS | Classroom | 2 | Fifth Grade | K5 Bachelors Education | K5 Certification |
| K-5 | Teacher | MCDS | Classroom | 2 | First Grade | K5 Bachelors Education | K5 Certification |
| K-5 | Teacher | MCDS | Classroom | 2 | Fourth Grade | K5 Bachelors Education | K5 Certification |
| K-5 | Teacher | MCDS | Classroom | 2 | Kindergarten | K5 Bachelors Education | K5 Certification |
| K-5 | Teacher | MCDS | Classroom | 2 | Second Grade | K5 Bachelors Education | K5 Certification |
| K-5 | Teacher | MCDS | Classroom | 2 | Third Grade | K5 Bachelors Education | K5 Certification |
| K-5 | Assistant | MCDS | Floating | 4 | Elementary | Associates Degree or test | N/A |
| 6-8 | Teacher | MCDS | AG / EC | 2 | Specials | Bachelors in Education | Specific Certifications |
| 6-8 | Guidance | MCDS | AG / EC | 3 | Specials | Masters in Pshychology | Specific Certifications |
| 6-8 | Teacher | MCDS | Civics | 1 | Eighth Grade | Bachelor or Masters specific to area | Certification Specific to area of teaching |
| 6-8 | Teacher | MCDS | Civics | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Civics | 1 | Sixth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | English | 1 | Eighth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | English | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | English | 1 | Sixth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Foreign Language | 1 | Eighth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Foreign Language | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Foreign Language | 1 | Sixth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Health / PE | 1 | Eighth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Health / PE | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Health / PE | 1 | Sixth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Math | 1 | Eighth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Math | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Math | 1 | Sixth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Science | 1 | Eighth Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Science | 1 | Seventh Grade | * * * * | * * * * |
| 6-8 | Teacher | MCDS | Science | 1 | Sixth Grade | * * * * | * * * * |
| Total - MCDS Employees | | | | 46 | | | |
| K-8 | Superintendent | PSI | Administrative | 1 | Overall Supervision | MaED Admin. Supervision | K-12 Principals License |
| K-5 | Principal | PSI | Administrative | 1 | Supervise K-5 | Masters in Education | Principals License |
| K-5 | Vice Principal | PSI | Administrative | 1 | Assisting Principal | Masters in Education | Principals License |
| 6-8 | Principal | PSI | Administrative | 1 | Supervise 6-8 | Masters in Education | Principals License |
| 6-8 | Vice Principal | PSI | Administrative | 1 | Assisting Principal | Masters in Education | Principals License |
| K-5 | Director | UNCG | Speech & Language | 1 | Supervise K-5 S&L | PhD Speech and Language | BOE Specific |
| K-5 | Intern | UNCG | Speech & Language | 3 | K-5 S&L Services | Bachelors | S&L Intern fr PhD |
| 6-8 | Director | UNCG | Speech & Language | 1 | Supervise K-5 S&L | PhD Speech and Language | BOE Specific |
| 6-8 | Intern | UNCG | Speech & Language | 3 | K-5 S&L Services | Bachelors | S&L Intern fr PhD |
| K-8 | OT | INVO | Analyze/Service | 1 | Occupational Therapy | PHD | BOE Specific |
| K-8 | Pshychologist | UNCG | Analyze/Service | 1 | Occupational Therapy | PHD | BOE Specific |
| K-8 | Nurse | GCHD | Analyze/Service | 1 | Healthcare | Masters | BOE Specific |
| All | IT | Technology | Service | 1 | Network Administrator | N/A | N/A |
| All | IT | Technology | Service | 1 | Web Master | N/A | N/A |
| All | Plant | Hughes Services | Service | 2 | Janitorial / Plant | N/A | N/A |
| Sub-Total direct staff | | | | 20 | | | |
| Grand Total Staffing of MCDS | | | | 66 | | | |

Also include the following information for the proposed charter school:



MENDENHALL
COUNTY DAY SCHOOL

FAST-TRACK APPLICATION

Provide a plan indicating how the school will reasonably reflect the 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-238.29F(g)(5))

The proposed school will abide by the charter school legislation, G.S. 115C-238.29F(g)(5), as stated below:

A charter school shall not discriminate against any student on the basis of ethnicity, national origin, gender, or disability. Except as otherwise provided by law or the mission of the school as set out in the charter, the school shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry.

We will vigorously reach out to families throughout Guilford and all adjoining counties through radio, TV, print media, paid for and public relations events. We also have access to an email directory of nearly 100,000 area residents that we will reach out to in order to drive them to the web site for information on our community service projects, events, recruitment for staff, students, and support reaching a broad cross section of people from all constituencies and demographics. By virtue of the school site, we are in a location that is in very close proximity to a broad base of people in a radius equidistant to high and low income neighborhoods reaching a broad swath of income levels.

In the following tables, please list for each year and grade level, the numbers of students that the school reasonably expects to enroll.

Provided below as required

In addition, please indicate any plans to increase the grade levels offered by the school.

None exist. The MCDS model is K-8 only. Graduates will matriculate with a very solid base into the local High School system.

Explain the analysis utilized to determine these specific enrollment figures

The following projections are based on the following:

- 1) Demographic Demands as detailed in the body of the application confirm the need and desire for the school.
- 2) The financial analysis is derived from:
 - 2.1. The spotless 10 year track record of strong financial management of High Point's only Charter School.
 - 2.2. Utilizing the services of Acadia Northstar that manages the finances for over 50% of NC Charter Schools,
 - 2.3. The advice and counsel of Thomas, Judy and Tucker that works with the majority of NC Charters.
 - 2.4. The advice and counsel of Tharrington-Smith, the largest and most prestigious education law firm in NC.



The numbers in the following tables are projections, or estimates, and do not bind the State to fund the school at any particular level. For the first two years the State will fund the school up to the maximum projected enrollment for each of those years as set forth and approved in the projected enrollment tables. However, in subsequent years, the school may increase its enrollment only as permitted by G.S. 115C-238.29D(d), that is, an increase of 20% per year based on the previous year's enrollment. Any increase above 20% must be approved by the State Board of Education in accordance with G.S. 115C-238D(d). Duly noted and acknowledged by MCDS.



FAST-TRACK APPLICATION

**PROJECTED ENROLLMENT
2012-13 through 2016-2017**

IDENTIFY LEA FROM WHICH
STUDENTS WILL PROBABLY
COME

List LEA #1 – Guilford County

List LEA #2 – _____

List LEA #3 – _____

| <u>GRADES</u> | 2012-2013 | | | 2013-2014 | | | 2014-2015 | | | 2015-2016 | | | 2016-2017 | | | |
|---------------|-----------|------------|----------|-----------|------------|----------|-----------|------------|-------|-----------|------------|-------|-----------|------------|----------|-------|
| | LEA 1 | LEA 2 | LEA 3 | LEA 1 | LEA 2 | LEA 3 | LEA 1 | LEA2 | LEA3 | LEA 1 | LEA2 | LEA3 | LEA 1 | LEA 2 | LEA 3 | |
| Kindergarten | K | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| First | 1 | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| Second | 2 | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| Third | 3 | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| Fourth | 4 | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| Fifth | 5 | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ | <u>50</u> | _____ | _____ |
| Sixth | 6 | <u>100</u> | _____ | _____ | <u>100</u> | _____ | _____ | <u>100</u> | _____ | _____ | <u>100</u> | _____ | _____ | <u>100</u> | _____ | _____ |



FAST-TRACK APPLICATION

PROJECTED ENROLLMENT 2012-13 through 2016-2017 (continued)

| | | | | | | | | | | | | | | | | |
|--------------------------|----|------------|-------|-------|------------|-------|-------|------------|-------|-------|------------|-------|-------|------------|-------|-------|
| Seventh | 7 | <u>100</u> | _____ | _____ |
| Eighth | 8 | <u>100</u> | _____ | _____ |
| Ninth | 9 | <u>0</u> | _____ | _____ |
| Tenth | 10 | <u>0</u> | _____ | _____ |
| Eleventh | 11 | <u>0</u> | _____ | _____ |
| Twelfth | 12 | <u>0</u> | _____ | _____ |
| LEA Totals | | 600 | | | 600 | | | 600 | | | 600 | | | 600 | | |
| Overall Total Enrollment | | <u>600</u> | | | <u>600</u> | | | <u>600</u> | | | <u>600</u> | | | <u>600</u> | | |



FAST-TRACK APPLICATION

| INCOME: REVENUE PROJECTIONS | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <i>--State ADM Funds</i> | <u>\$2,866,486.40</u> | <u>\$2,866,486.40</u> | <u>\$2,866,486.40</u> | <u>\$2,866,486.40</u> | <u>\$2,866,486.40</u> |
| <i>--Local Per Pupil Funds</i> | <u>\$1,429,278</u> | <u>\$1,429,278</u> | <u>\$1,429,278</u> | <u>\$1,429,278</u> | <u>\$1,429,278</u> |
| <i>--Federal Funds</i> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> |
| <i>--Grants*</i> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> |
| <i>--Foundations*</i> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> |
| <i>--Private Funds*</i> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$0.00</u> |
| <i>--Nutrition*</i> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> |
| TOTAL INCOME | <u>\$4,315,764.40</u> | <u>\$4,315,764.40</u> | <u>\$4,315,764.40</u> | <u>\$4,313,764.40</u> | <u>\$4,315,764.40</u> |

Budget (continued): Expenditure Projections 2012-13 through 2016-2017



FAST-TRACK APPLICATION

MAY BE AMENDED AS THE NEEDS OF THE SCHOOL DICTATES.

| BUDGET EXPENDITURE PROJECTIONS | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| GS 115C-238.B(b)(5) | | | | | |
| PERSONNEL | | | | | |
| Total # of staff <u>46</u> | | | | | |
| --Administrator(s) # <u>0</u> | \$ <u>0.00</u> |
| --Clerical # <u>5</u> | \$ <u>150,000</u> | \$ <u>146,000</u> | \$ <u>146,000</u> | \$ <u>142,000</u> | \$ <u>142,000</u> |
| --Teachers # <u>34</u> | \$ <u>1,306,000</u> |
| --Librarians # <u>0</u> | \$ <u>0.00</u> |
| --Guidance # <u>3</u> | \$ <u>108,000</u> |
| --Teacher Assistants# <u>4</u> | \$ <u>104,000</u> |
| --Custodian # <u>0</u> | \$ <u>0.00</u> |
| --Maintenance # <u>0</u> | \$ <u>0.00</u> |
| --Food Service # <u>0</u> | \$ <u>0.00</u> |
| --Bus Driver # <u>0</u> | \$ <u>0.00</u> |
| EMPLOYEE BENEFITS | \$ <u>406,909.20</u> | \$ <u>397,342.20</u> | \$ <u>395,952.60</u> | \$ <u>395,646.60</u> | \$ <u>395,646.60</u> |
| STAFF DEVELOPMENT | \$ <u>25,000</u> |
| MATERIALS AND SUPPLIES | \$ <u>177,000</u> | \$ <u>175,900</u> | \$ <u>174,500</u> | \$ <u>174,500</u> | \$ <u>174,500</u> |
| OFFICE SUPPLIES | \$ <u>7,500</u> |
| INSTRUCTIONAL | \$ <u>359,800</u> |
| EQUIPMENT | \$ <u>25,000</u> |
| OFFICE EQUIPMENT | | | | | |



FAST-TRACK APPLICATION

Budget (continued): Expenditure Projections 2012-13 through 2016-2017

| BUDGET EXPENDITURE PROJECTIONS | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 |
|--------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| TESTING MATERIALS | <u>\$2,500</u> | <u>\$3,600</u> | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> |
| INSURANCE | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> |
| UTILITIES | <u>\$104,500</u> | <u>\$104,500</u> | <u>\$104,500</u> | <u>\$104,500</u> | <u>\$104,500</u> |
| RENT | <u>\$500,000</u> | <u>\$500,000</u> | <u>\$500,000</u> | <u>\$500,000</u> | <u>\$500,000</u> |
| MAINTENANCE & REPAIR | <u>\$172,500</u> | <u>\$172,500</u> | <u>\$172,500</u> | <u>\$172,500</u> | <u>\$172,500</u> |
| TRANSPORTATION | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> |
| MARKETING | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> | <u>\$5,000</u> |
| FOOD/CAFETERIA SUPPLIES | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> | <u>\$20,000</u> |
| CONTRACTED SERVICES | <u>\$651,476.44</u> | <u>\$663,476.44</u> | <u>\$663,976.44</u> | <u>\$664,476.44</u> | <u>\$664,976.44</u> |
| TOTALS | <u>\$4,150,185.64</u> | <u>\$4,148,618.64</u> | <u>\$4,147,729.04</u> | <u>\$4,143,923.04</u> | <u>\$4,144,423.04</u> |



FAST-TRACK APPLICATION

Budget (detail / master): Expenditure Projections 2012-13 through 2016-2017 (page 1 of 3)

| | | 2013 | 2014 | 2015 | 2016 | 2017 |
|--|------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| REVENUE | ADM | 600 | 600 | 600 | 600 | 600 |
| STATE REVENUE | EC | 60 | 60 | 60 | 60 | 60 |
| Rev - Charter Schools | | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 |
| TOTAL STATE REVENUE | | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 | \$2,866,486.40 |
| LOCAL REVENUE | | | | | | |
| Rev - Guilford County Schools | | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 |
| TOTAL LOCAL REVENUE | | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 | \$1,429,278.00 |
| FUND 5 REVENUE | | | | | | |
| Rev - Nutrition | | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| TOTAL FUND 5 REVENUE | | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| TOTAL REVENUE | | \$4,315,764.40 | \$4,315,764.40 | \$4,315,764.40 | \$4,315,764.40 | \$4,315,764.40 |
| EXPENSES | | | | | | |
| 1. Salaries & Bonuses | | | | | | |
| Salary - Teacher | | \$1,140,000.00 | \$1,140,000.00 | \$1,140,000.00 | \$1,140,000.00 | \$1,140,000.00 |
| Salary - Teacher Assistant | | \$104,000.00 | \$104,000.00 | \$104,000.00 | \$104,000.00 | \$104,000.00 |
| Salary - Substitute | | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| Salary - EC Teacher | | \$160,000.00 | \$160,000.00 | \$160,000.00 | \$160,000.00 | \$160,000.00 |
| Salary - Executive Director | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Salary - Dean of Students | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Salary - Guidance | | \$108,000.00 | \$108,000.00 | \$108,000.00 | \$108,000.00 | \$108,000.00 |
| Salary - Office | | \$150,000.00 | \$146,000.00 | \$146,000.00 | \$142,000.00 | \$142,000.00 |
| Total 1. Salaries & Bonuses | | \$1,668,000.00 | \$1,664,000.00 | \$1,664,000.00 | \$1,660,000.00 | \$1,660,000.00 |
| 2. Benefits | | | | | | |
| Social Security Cost | | \$127,602.00 | \$127,296.00 | \$127,296.00 | \$126,990.00 | \$126,990.00 |
| Retirement Cost | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Insurance Cost | | \$230,000.00 | \$230,000.00 | \$230,000.00 | \$230,000.00 | \$230,000.00 |
| Unemployment Cost | | \$21,307.20 | \$12,046.20 | \$10,656.60 | \$10,656.60 | \$10,656.60 |
| Dental Cost | | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| Life Insurance Cost | | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 |
| Total 2. Benefits | | \$406,909.20 | \$397,342.20 | \$395,952.60 | \$395,646.60 | \$395,646.60 |
| 3. Books & Supplies | | | | | | |
| Textbooks | | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Instructional Supplies | | \$72,000.00 | \$72,000.00 | \$72,000.00 | \$72,000.00 | \$72,000.00 |
| EC Instructional Supplies | | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Office Supplies | | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 |
| Board of Directors Supplies | | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Postage | | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| Memberships | | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| Sales Tax | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total 3. Books & Supplies | | \$187,000.00 | \$187,000.00 | \$187,000.00 | \$187,000.00 | \$187,000.00 |
| 4. Technology | | | | | | |
| Internet Services | | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 |

Budget
(detail /



FAST-TRACK APPLICATION

master): Expenditure Projections 2012-13 through 2016-2017 (page 2 of 3)

| | | | | | |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Instructional Software | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Non-Capitalized Hardware | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Office Software | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Non-Capitalized Office Hardware | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Total 4. Technology | \$42,800.00 | \$42,800.00 | \$42,800.00 | \$42,800.00 | \$42,800.00 |
| 5. Non-Cap Equipment & Leases | | | | | |
| Instructional Equipment | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Reproduction Costs | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Office Equipment | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| Total 5. Non-Cap Equipment & Leases | \$37,000.00 | \$37,000.00 | \$37,000.00 | \$37,000.00 | \$37,000.00 |
| 6. Contracted Student Services | | | | | |
| Instructional Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| EC Services | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| Psychological Services | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Speech Services | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 |
| Field Trips | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total 6. Contracted Student Services | \$95,000.00 | \$95,000.00 | \$95,000.00 | \$95,000.00 | \$95,000.00 |
| 7. Staff Development | | | | | |
| Workshop Expenses | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Total 7. Staff Development | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| 8. Administrative Services | | | | | |
| Advertising | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Audit Services | \$0.00 | \$12,000.00 | \$12,500.00 | \$13,000.00 | \$13,500.00 |
| Bank Fees | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Community Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Financial Services | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 | \$80,000.00 |
| General Administration | \$431,576.44 | \$431,576.44 | \$431,576.44 | \$431,576.44 | \$431,576.44 |
| Legal Services | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| NCWISE Services | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Technology Support Services | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 |
| Human Resources | \$900.00 | \$900.00 | \$900.00 | \$900.00 | \$900.00 |
| Total 8. Administrative Services | \$561,476.44 | \$573,476.44 | \$573,976.44 | \$574,476.44 | \$574,976.44 |
| 9. Insurances | | | | | |
| Workers Compensation | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 |
| General Liability | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 | \$8,000.00 |
| Property | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 |
| Total 9. Insurances | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 10. Rents & Debt Service | | | | | |
| Building Rent | \$500,000.00 | \$500,000.00 | \$500,000.00 | \$500,000.00 | \$500,000.00 |
| Debt Service | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total 10. Rents & Debt Service | \$500,000.00 | \$500,000.00 | \$500,000.00 | \$500,000.00 | \$500,000.00 |



FAST-TRACK APPLICATION

Budget (detail / master): Expenditure Projections 2012-13 through 2016-2017 (page 3 of 3)

| | | | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Custodial Supplies & Materials | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Improvement To Site | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Security Monitoring | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 |
| Total 11. Facilities | \$172,500.00 | \$172,500.00 | \$172,500.00 | \$172,500.00 | \$172,500.00 |
| | | | | | |
| 12. Utilities | | | | | |
| Electricity | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 |
| Natural Gas | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Water & Sewer | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Waste Management | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 |
| Telephone | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Mobile Communications | \$12,000.00 | \$12,000.00 | \$12,000.00 | \$12,000.00 | \$12,000.00 |
| Total 12. Utilities | \$104,500.00 | \$104,500.00 | \$104,500.00 | \$104,500.00 | \$104,500.00 |
| | | | | | |
| 13. Nutrition | | | | | |
| Contracted Food Service | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 | \$19,500.00 |
| Food Purchases | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Total | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| | | | | | |
| 14. Transportation & Travel | | | | | |
| Travel | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Total 14. Transportation & Travel | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| | | | | | |
| 15. Capital Purchases | | | | | |
| Cap Instructional Computers | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 |
| Cap Instructional Equipment | \$170,000.00 | \$170,000.00 | \$170,000.00 | \$170,000.00 | \$170,000.00 |
| Cap Office Equipment | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Total 15. Capital Purchases | \$305,000.00 | \$305,000.00 | \$305,000.00 | \$305,000.00 | \$305,000.00 |
| | | | | | |
| TOTAL EXPENSES | \$4,150,185.64 | \$4,148,618.64 | \$4,147,729.04 | \$4,143,923.04 | \$4,144,423.04 |
| | | | | | |
| NET SURPLUS/(DEFICIT) | \$165,578.76 | \$167,145.76 | \$168,035.36 | \$171,841.36 | \$171,341.36 |



FAST-TRACK APPLICATION

WORKING CAPITAL and/or ASSETS ON DATE OF APPLICATION

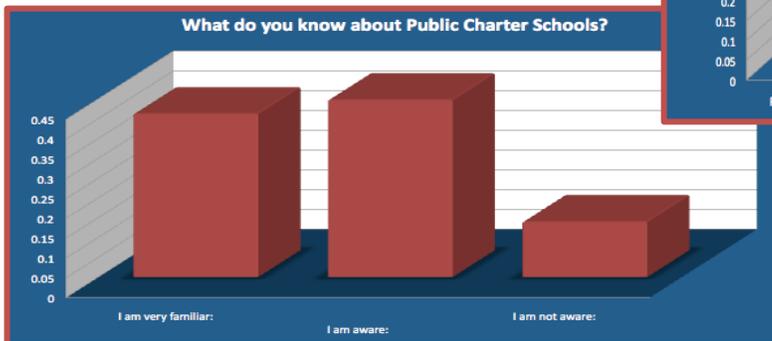
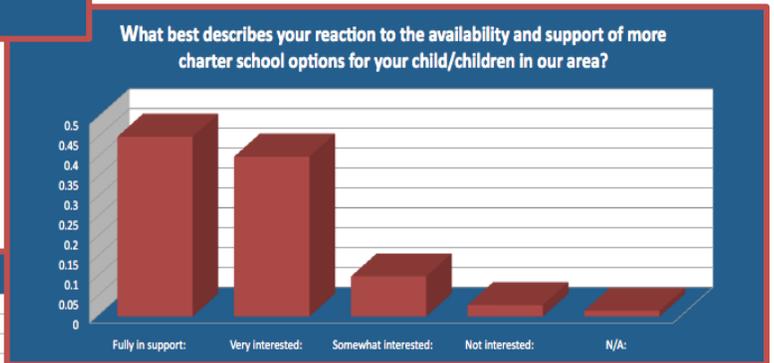
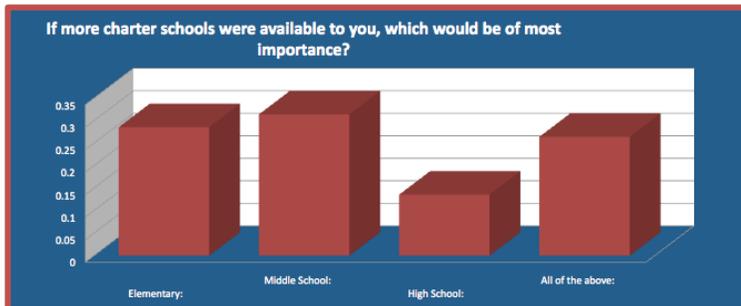
Cash on Hand, CD, Bonds, Real Estate, Capital Equipment, Motor Vehicles, Other Assets

ADDITIONAL NOTES: Company set-up still in process, no financial statements available at this time.

MARKETING PLAN (GS 115C.238.29F(g)(1-7))

Marketing to potential students and parents is vital to the survival of a charter school. Reaching the full capacity for enrollment will be critical to obtain 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 GS 115C.238.29F(g) (1-7) carefully. Describe how the board will market the school to all populations (including various community ethnic groups, teachers and other employees, and the general public) to ensure that the school fully complies with the State Statute to mirror the diversity of the local education agency.

We will vigorously reach out to families throughout Guilford and all adjoining counties through radio, TV, print media, paid for and public relations events. We also have access to an email directory of nearly 100,000 area residents that we will reach out to in order to drive them to the web site for information on our community service projects, events, recruitment for staff, students, and support reaching a broad cross section of people from all constituencies and demographics. By virtue of the school site, we are in a location that is in very close proximity to a broad base of people in a radius equidistant to high and low income neighborhoods reaching a broad swath of income levels. The school current managed by this team has demographics more diverse than the schools adjacent to the campus, however quite consistent with the total LEA's numbers of 72,000 students: GCS – White: 50%, non-white: 50%, PAHP: 55% white, 45% non-white. We recently participated in a survey for our area of charters with the following results:





FAST-TRACK APPLICATION

SCHOOL AUDITS:

PROGRAM AUDITS: GS 115C-238.29B(b)(6) Describe the procedure and method for evaluating the overall effectiveness of the proposed charter school program as related to the mission of the school.

The primary role of a board is to ensure that the School Mission Statement is adhered to at all levels though the establishment of policies and procedures and employing a qualified staff and service providers to carry them out. MCDS has provided Sample Bylaws, Contracts, excerpts from the Employee Manual, etc. detailing that the infrastructure will be in place to manage the business of management and education at the highest levels. Consistent with this model MCDS will contract multiple service providers and hire employees to carry out the mission. As detailed in the Governance Related Documents provided. All management processes are also validated by the annual audit prepared by Thomas Judy and Tucker as provided to the Board of Directors and made available upon request to constituents with authorization.

FINANCIAL AUDITS: GS 115C-238.29F(f)(1)

Describe the procedure and method for conducting an independent financial audit for the proposed charter school. Give the name of the firm approved by the NC Local Government Commission (GCC) that will conduct the audit. Include the complete mailing address, telephone number and fax number.

The fiscal year of MCDS will be in concert with the state: July 1 – June 30. Working closely with Acadia Northstar and TJT all PSI standard “Financial Management Process and Procedures” will be followed with full transparency and cooperation with all concerned parties as required by the IRS, the North Carolina Department of Treasury and Department of Public Instruction.

| | | | |
|------------|---|----------------|--|
| Firm: | Thomas Judy and Tucker | | |
| Address: | 4050 Falls of Nuese Road, Suite 450, Raleigh, NC 27609 | | |
| Contact: | Jay Sharpe (jay.sharpe@tjtpa.com) | | |
| Telephone: | (919) 571-7055 | Email address: | |



HEALTH AND SAFETY REQUIREMENTS (G.S. 115C-238.29F(a))

Describe how the school plans to adhere to the requirements of the health and safety laws and regulations of the federal and state governments. Address how the proposed charter school will meet the following requirements:

Safety

The school will implement the CIRK program and all other required systems and will work on close concert with the Guilford County Sheriff’s Department, which it has a close relationship with.



Immunization of Students

We will collect the data and provide the reports as required the Guilford County Health Department



Fire and Safety Regulations

Working in concert with our good friends at the Jamestown Fire Department (which is just a few blocks Sheriff Barnes’ team, we will have a safe and secure facility over and above standard.



Food Inspections

Although we will not be a food service facility, we will have third parties bring in package meals for students and will be in full compliance and work closely with our friends in the Guilford County.





FAST-TRACK APPLICATION

Hazardous Chemicals

MCDS will not have any staff or needs for staff to handle any hazardous chemicals. All third parties or people handling materials will be required to provide all MSDS forms and be in compliance with all regulations. We will work with OSHA and any agencies as required.



Bloodborne Pathogens

Staff will be certified through online programs and will work in close concert with the county to ensure standards and compliance and strictly adhered to.



Diabetes care plans

We submit an annual plan annually, We will maintain healthcare plans for anyone with medical needs, submit them to the appropriate agencies and adhering to all HIPPA requirements



Providing students in grades 9-12 with information on how a parent may lawfully abandon a newborn N/A

Providing parents and guardians with information about:

Meningococcal meningitis and influenza and their vaccines at the beginning of each year

All data is provided by the state and will be distributed in the "Monday Folder" with a link on the school web site.

Cervical cancer, cervical dysplasia, human papillomavirus, and the vaccines available to prevent diseases

All data is provided by the state and will be distributed in the "Monday Folder" with a link on the school web site.

CIVIL LIABILITY AND INSURANCE (GS 115C-238.29F(c))

State the proposed coverage for:

| | |
|--|--|
| Comprehensive General Liability Officers and Directors/Errors and Omissions | \$1,000,000 / \$2,000,000 including Professional Teachers Officers and Directors / Errors and Omissions |
| Property Insurance | \$500,000 Including Business Interruption |
| Motor Vehicle Liability | \$1,000,000 |
| Bonding | Unlimited |
| Minimum amount: |  |
| Maximum amount: | |
| Other | |
| Workers Compensation | \$500,000 / \$500,000 / \$500,000 |
| Umbrella | \$5,000,000 Over and above Comprehensive Liability, Motor Vehicle Liability and Workers Compensation |



See Resource Manual for Minimums required by SBE Policy.

Agency handling all coverage is: Murray White & Associates in High Point and is available for questions. If it is found that any additional coverage is required either by statute or by business needs it will be secured.



FAST-TRACK APPLICATION

TRANSPORTATION (G.S. 115C-238.29F(h))

Describe in detail the transportation plan that will ensure that no child is denied access to the school due to lack of transportation.

MCDS will communicate with the school community and provide direction as to individual and group transportation plans. If they are unable to provide transportation it will NOT be a barrier to enrollment. MCDS will operate within the guidelines as directed by statute and will work closely with its constituents as well as the community to ensure assistance and no impediment

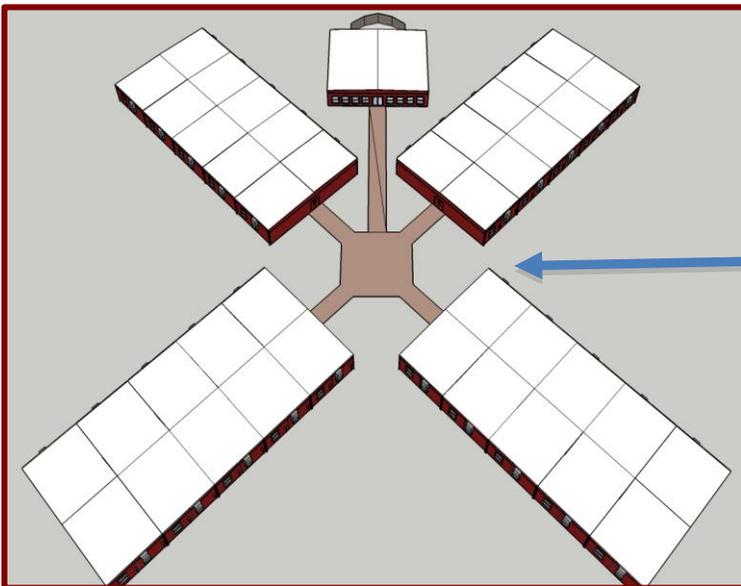
FACILITY (GS 115C-238.29D(c))

Describe the facility in which the school will be located. Include information on how the site is appropriate to your mission and instructional program. 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 facility and has provided a valid Certificate of Occupancy for Educational use to The Office of Charter Schools.

Name of the facility (if known): will be the: **"Jamestown Historical Site of the Mendenhall Country Day School"**
 Address: 201 North Scientific
 City/State/Zip: Jamestown / NC / 27282
 Description of the Facility:
 Total square feet: Projected to be approximately 45,000 square feet
 Number of Classrooms: To be determined
 Number of Restrooms: Per Guilford County Code
 Other Rooms: Planning underway

Ownership: ___ Fee Simple or Lease

Proposed site plan:



Proposed Elevation of the Education wings



FAST-TRACK APPLICATION

Size:

- 65' Long (Excluding 3' Hitch)
- 164' Width (max)
- 8' Interior Ceiling Height
- Designed to Allow for Future Building Expansion and Reduction with Minimal Efforts
- Easily Relocatable to Another School Site to meet Fluctuating Student Enrollment

Interior Features:

- Integral Secured Interior Corridor (1-hr fire rated)
- Recycled Glueless Carpet Tile (Low VOC) or Vinyl Composite Tile (VCT) Flooring
- Vinyl Wrapped Gypsum Wall Finish
- T-Grid Suspended Ceiling System
- Steel Clad Interior Doors with View Block and Dead Bolt Lock
- 8' x 4' Marker Board at Teaching Wall
- 8' x 4' Tack Board at Teaching Wall

Exterior Features:

- Hardi Panel® Exterior Siding
- Contrasting Color Hardi Panel® Trim
- Building Rated to Withstand 135 mph Wind Speed
- Commercial Grade Vapor Barrier Building Wrap

Doors and Windows:

- Steel Clad Double Exterior Doors with View Block and Dead Bolt Lock
- Dual-glazed Horizontal Slider Exterior Windows

Roof:

- Mono-Slope Roof Designed to Divert Drainage away from Doors and Windows
- Gutter and Downspouts
- Energy Efficient White Cool Roof

Heating and Cooling:

- Central Heating and Air-Conditioning with Ducted Supply and Return Air Plenum
- Adjustable Supply Air Diffusers for Optimal Air Distribution
- Programmable Thermostat
- Insulated Roof, Exterior Walls & Floor

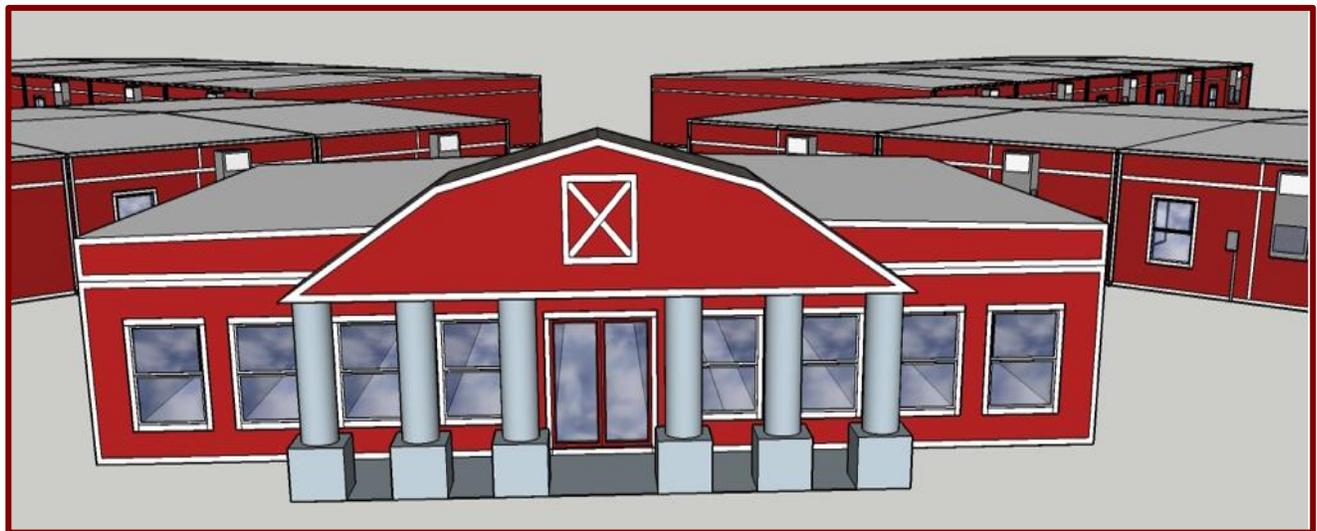
Electric:

- 110v Duplex Receptacles along Exterior Walls
- Exterior Lighting Fixtures with Independent Switching
- Interior Recessed Fluorescent Fixtures with Independent Switching
- 125 amp Electrical Panel

Options:

- Galv-Alum Handicap Access Ramp
- Galv-Alum Stairs
- Eco-Friendly Options
- Intelligent Energy Management System
- ADA Accessible Restroom Module
- Library or Administrative Office Module
- Laboratory Module
- Custom Exterior Paint
- Decorative Skirting
- Seismic Restraint System

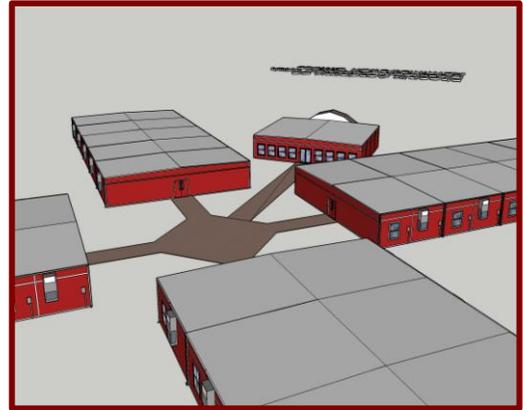
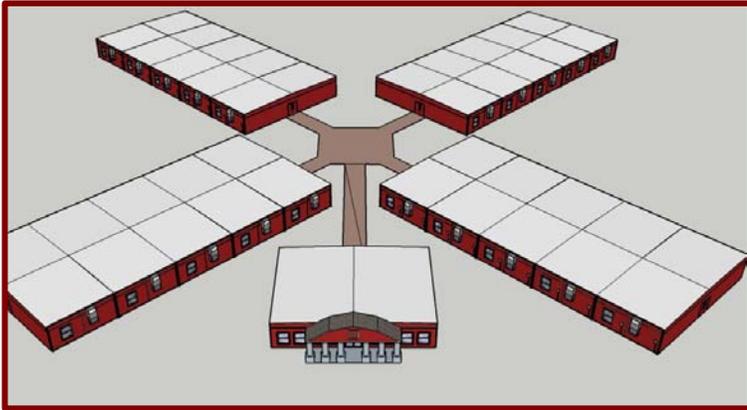
Proposed Floor Plan of Education wings



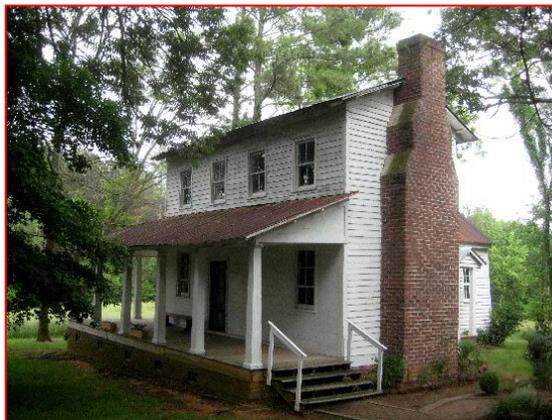
Draft Rendering Administrative Building (6 columns to represent the character traits)



FAST-TRACK APPLICATION



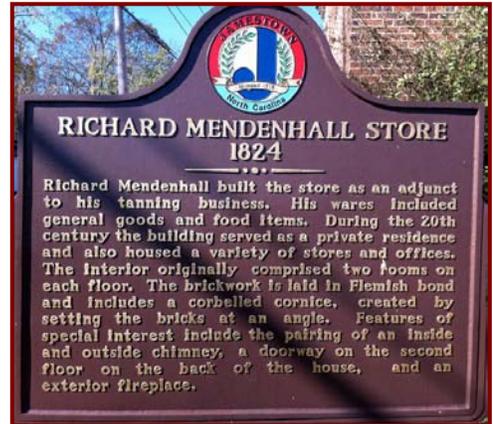
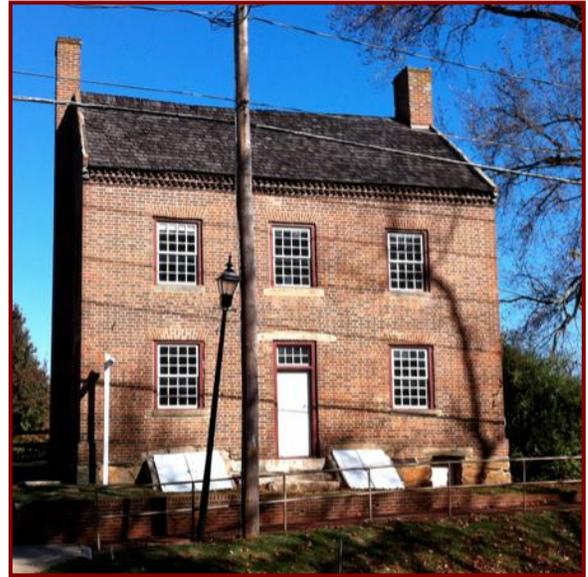
Draft Rendering Campus Layout



Museum on campus site



FAST-TRACK APPLICATION



Built in the center of Old Jamestown, near the intersection of what were then known as Federal and Union Streets, Richard Mendenhall's house served as a gathering place for residents and a stopover for travelers. This home exemplifies the community of Quaker trades people and farmers who actively opposed slavery, promoted education for all, and labored to create a life of peace and simplicity during troubled times.

The complex, with its 1811 house and fine old bank barn, cluster of outbuildings, and a tanning table where Richard Mendenhall carried on his tanner's trade, is on the National Register of Historic Places. The barn houses a restored false-bottomed wagon used to transport slaves during the Underground Railroad movement.

As you face the springhouse, the Museum is to the right, up two stone steps. Feel free to browse as long as you like, noting the fine William Ragsdale arrowhead collection and a number of Indian dolls.



FAST-TRACK APPLICATION

There is probably only one vehicle left in North Carolina that was used to transport runaway slaves in the days before the Civil War. That vehicle is now the property of the Historic Jamestown Society and is on display at the Mendenhall Plantation located on West Main Street in Jamestown, North Carolina, opposite the High Point City Lake Park. There is a second wagon, almost identical, in the Levi Coffin House and Museum located in Fountain City, Indiana, on U.S. 27. The story of the North Carolina wagon is a fascinating one, because it is part of the story of the Underground Railroad. The Underground Railroad was a system for helping black slaves to escape to the northern states and to Canada. It was called "underground" because fleeing slaves who



the fugitives were referred to as "baggage" or "cargo." The movement of "passengers" was mostly at night; they traveled in small groups numbering from two or three to seldom more than a dozen. Movement was slow. The "stations" were ten to twenty miles apart and transportation was mainly by horseback, in carriages or wagons, and often on foot. Fugitive slave laws provided severe penalties of stiff fines and imprisonment. (See Fugitive Slave Law of 1797.) To interfere with the recovery of an owner's slaves was considered a serious crime. But many Quakers and some members of other religious groups preferred to risk all by doing the right thing

seemed to mysteriously disappear from sight were in fact hiding in the homes of people who were opposed to slavery. The Underground Railroad was active in the years before the Civil War, especially from 1830 to 1860. Possibly as many as 50,000 slaves in the South were helped to escape to free territory beyond the Ohio River and often on into Canada. Assisting runaway slaves was against the law and so it was done with as much secrecy as possible and no records of any kind were kept for fear they might serve as incriminating evidence. A new vocabulary was developed to conceal operations and protect individuals. Cooperating homes in the network were called "stations," the vehicles were called "trains," the drivers were known as "conductors,"





FAST-TRACK APPLICATION

Neighboring Facilities (across the street)



High Point City Lake - Park Facilities



Walk-in Medical Facility



High Point Museum

If the facility is to be leased, provide the following information:

- (a) Term of the Lease: Proposed – 10 year in concert with Charter
- (b) Type of Lease: 3N
- (c) Rent per month: Budgeted for \$41.6K or 9% of gross.
- Name of Landlord: Ragsdale Partners
- Address: 400 Main Street, Jamestown, NC 27282
- Phone: 336-880-1722 Fax: N/A

Document inspections for the following:

(a) Fire, (b) Safety, (c) Handicapped accessibility? Facility will be a new, build-to-suit facility meeting all appropriate codes.

Describe how the maintenance will be provided for the facility. Owner provided

Describe the method of finding a facility if one is not readily available at this time including information about the spatial needs of the school to best suit your adopted educational program and instructional methodologies. Does the applicant have a facility contingency plan should their initial efforts not be successful?

Based on the expertise and experience of the MCDS and PSI teams, we are quite confident that the facility will be available in time for the beginning of class. In the highly unlikely event that we will have a delay, we have access to over space in the area to utilize temporary modular units until the campus is complete. This would allow for an immediate Certificate of Occupancy to access funds.



FAST-TRACK APPLICATION



November 9, 2011

Dr. Bill Harrison
Chairman
State Board of Education
301 N. Wilmington, Raleigh NC 27601

Dear Chairman Harrison:

The Samet team is honored to be a partner in the planning, design, and construction for the proposed Mendenhall Country Day School. Samet Corporation has been partnering with our local entities and school district for years. We are known for SERVICE, QUALITY, INNOVATION, TRUST AND SAFETY. Samet has been building and growing in North Carolina since 1961 – celebrating our 50th anniversary this year! We are proud to assist in the efforts of our local school leaders.

In the school construction business, a firm must know the meaning of an August timeline. Our children return to school each August – it is no surprise. A school system plans for their arrival and must incorporate planning activities so a facility is ready, not just sticks and bricks but furniture, books, and environmental controls that necessitate a quality learning environment. We know firsthand that a summer delivery schedule is absolute in K12 and higher education. Just this past summer (2011) we completed a \$27M residence hall for UNCG 15 days early and under budget. For Guilford County Schools, a new addition and renovations were completed at Summerfield Elementary in time for returning students. In the Town of Elon for a private developer, we completed a new bookstore having received a signed contract for construction in February and delivered the \$3.3M building in time to sell books for incoming Elon University students.

Three "C's" of construction - Character, Capacity, Capital - When a bonding agency looks at Samet they want to know 'if we do, what we say we're going to do'. They also look to our company organization if we can implement our projects and then they look at our balance sheets. Samet Corporation participates in a bonding program that allows single project parameters towards \$70M and aggregate of \$200M...a testament to our leadership and project delivery.

Proven Experience – Our team has experience in building new school facilities and local experience. Our goal will be to create "Raving Fans" of Mendenhall Country Day - the administrators, facility staff and students that will occupy your new learning environment.

Samet Corporation has worked hard to serve our clients in the education arena. Repeat work, honest answers and the right solutions are predicated on our success.

Sincerely,

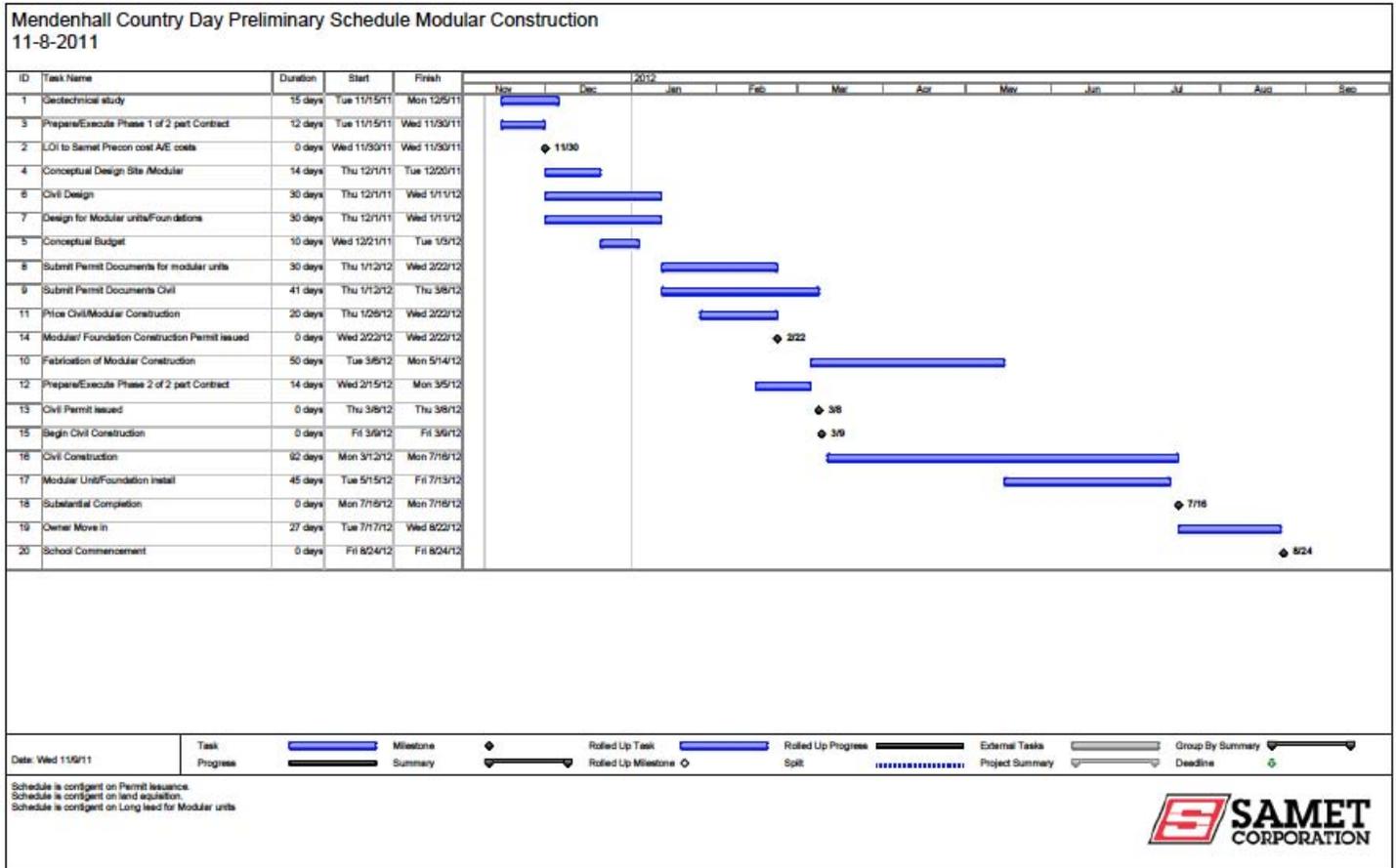
Barry S. Kitley
Project Development Officer

Building Structures. Building Relationships.

309 Gallimore Dairy Rd. P.O. Box 8050 Greensboro (336) 544-2600
Suite 102 Greensboro, NC 27419 Fax (336) 544-2638
Greensboro, NC 27409 www.sametcorp.com



FAST-TRACK APPLICATION



VIII. LEA IMPACT STATEMENT

Pursuant to G.S. 115C-238.29B(d), the charter school applicant must submit a copy of the application to the LEA in which the school will locate within seven days of the submission of the application to the Office of Charter Schools. The LEA may then submit information or comment directly to the Office of Charter Schools.

Please attach to this application a return receipt, or other documentation, verifying the applicant's timely submission of a copy of this application to the LEA.

On November 9, 2011 at 4 pm, Dr. Mo Green, Superintendent of Guilford County Schools met with MCDS Board Members to review the application. The original application was received by Gilford County Schools on the morning of Thursday, November 9, 2011.





FAST-TRACK APPLICATION

IX. APPENDICES (OPTIONAL)

You may include numbered and indexed appendices to provide additional information that you believe will assist the State Board of Education in the consideration of your application.

- A) DRAFT School Calendar (4 Pages)
- B) Student Handbook (20 Pages)
- C) Letter of support from the City of Jamestown – Hon. Keith Volz (336) 454-1138 / mayor@jamestown-nc.gov

X. SIGNATURE PAGE

The foregoing application is submitted on behalf of Mendenhall Country Day School (*name of non-profit corporation or individuals submitting application*). The undersigned has read the application and hereby declares that the information contained in it is true and accounts to the best of his/her information and belief. The undersigned further represent that the applicant has read the Charter School Law and agrees to be governed by it, other applicable laws, and SBE regulations.

Print/Type Name: George Wrenn Ragsdale

Position: Board Chair

Signature: _____

Date: November 9, 2011

Sworn to and subscribed before me this

10th day of November, 2011.

Notary Public

Official Seal

My commission expires _____, 20____.



FAST-TRACK APPLICATION

XI. APPENDICES

A. Sample of School Calendar of Current PSI School

Sample Begins October 2011 and goes through June 2012

|  | | |
|--|---|---|
| Thursday - Oct 06, 2011 Home & School Connection 06:00 PM | Monday - Oct 17, 2011 Character Education Week | Monday - Oct 31, 2011 Fall Festival School Parade |
| Friday - Oct 07, 2011 Fabulous Friday - Early Dismissal @ 11:30 11:30 AM | Tuesday - Oct 18, 2011 Character Education Week | Tuesday - Nov 01, 2011 Honey Baked Ham & Holiday Catalogue Orders Due Today! |
| Sunday - Oct 09, 2011 Fire Safety Week! | Wednesday - Oct 19, 2011 Character Education Week | Thursday - Nov 03, 2011 Home & School Connection 06:00 PM |
| Monday - Oct 10, 2011 Fire Safety Week! Honey Baked Ham & Innisbrook Holiday Fundraiser Begin! Spunkmeyer Cookie Sale Ends! | Thursday - Oct 20, 2011 Character Education Week Uniform Pictures Today! | Friday - Nov 04, 2011 Fabulous Friday - Early Dismissal @ 11:30 Cookie Dough Delivery |
| Tuesday - Oct 11, 2011 4th Grade Writing Practice Test Fire Safety Week! | Friday - Oct 21, 2011 Character Education Week | Monday - Nov 07, 2011 Report Cards #1 Science Fair |
| Wednesday - Oct 12, 2011 Fire Safety Week! | Monday - Oct 24, 2011 Red Ribbon Week: Say No to Drugs | Friday - Nov 11, 2011 Veteran's Day - No School |
| Thursday - Oct 13, 2011 Fire Safety Week! | Tuesday - Oct 25, 2011 Red Ribbon Week: Say No to Drugs | Monday - Nov 14, 2011 Benchmarks |
| Friday - Oct 14, 2011 Fire Safety Week! | Wednesday - Oct 26, 2011 Red Ribbon Week: Say No to Drugs Salvation Army Food Drive-Oct 26-Nov 21 | Wednesday - Nov 16, 2011 Honey Baked Ham Gift Certificates Go Home Today! |
| Saturday - Oct 15, 2011 Fire Safety Week! | Thursday - Oct 27, 2011 Red Ribbon Week: Say No to Drugs | Thursday - Nov 17, 2011 4th Grade Writing Test - Content Specific #1 |
| | Friday - Oct 28, 2011 Red Ribbon Week: Say No to Drugs Grading Period Ends | |



FAST-TRACK APPLICATION



Friday - Nov 18, 2011
Principal's Blue Ribbon Luncheon For
Study Island

Monday - Nov 21, 2011
Thanksgiving Feast Day

Wednesday - Nov 23, 2011
Thanksgiving Holiday - Early Dismissal
@ 11:30

Thursday - Nov 24, 2011
Thanksgiving Holiday - No School

Friday - Nov 25, 2011
Thanksgiving Holiday - No School

Monday - Nov 28, 2011
Interim #2

Thursday - Dec 01, 2011
Home & School Connection 06:00 PM

Friday - Dec 02, 2011
Fabulous Friday - Early Dismissal @
11:30

Monday - Dec 05, 2011
Candy Cane Lane!

Tuesday - Dec 06, 2011
Candy Cane Lane!

Wednesday - Dec 07, 2011
Candy Cane Lane!

Thursday - Dec 08, 2011
Candy Cane Lane!

Friday - Dec 09, 2011
Candy Cane Lane Ends!

Monday - Dec 12, 2011
Holiday Feast Day!
Dress Down for Giving Tree!

Tuesday - Dec 13, 2011
Dress Down for Giving Tree!

Wednesday - Dec 14, 2011
Dress Down for Giving Tree!

Thursday - Dec 15, 2011
Dress Down for Giving Tree!

Friday - Dec 16, 2011
Winter Break 1/2 Day - Dismiss @
11:30
Cookies and Carols
Grade Period Ends

Monday - Dec 19, 2011
Winter Break - No School

Tuesday - Dec 20, 2011
Winter Break - No School

Wednesday - Dec 21, 2011
Winter Break - No School

Thursday - Dec 22, 2011
Winter Break - No School

Winter Break - No School

Monday - Dec 26, 2011
Winter Break - No School

Tuesday - Dec 27, 2011
Winter Break - No School

Wednesday - Dec 28, 2011
Winter Break - No School

Thursday - Dec 29, 2011
Winter Break - No School

Friday - Dec 30, 2011
Winter Break - No School
Monday - Jan 02, 2012
Winter Break - No School

Tuesday - Jan 03, 2012
First Day Back from Winter Break!

Thursday - Jan 05, 2012
Home & School Connection 06:00 PM

Friday - Jan 06, 2012
Fabulous Friday - Early Dismissal @
11:30



FAST-TRACK APPLICATION



Monday - Jan 09, 2012
Report Cards #2

Year Book Pre-Orders God Home

Monday - Jan 16, 2012
MLK Holiday - No School

Tuesday - Jan 17, 2012
Science Fair

Wednesday - Jan 18, 2012
Science Fair-Judging

Thursday - Jan 19, 2012
K-5 Open House 06:00 PM
Science Fair-Judging 06:00 PM

Friday - Jan 20, 2012
Science Fair-Projects Go Home-Winner
Announced!

Monday - Jan 23, 2012
Benchmarks

Wednesday - Jan 25, 2012
Open House for Perspective parents
10:00 AM

Friday - Jan 27, 2012
100 Days of School!

Monday - Jan 30, 2012
Candy Gram Order Sheets Go Home!

Thursday - Feb 02, 2012
Home & School Connection 06:00 PM

Friday - Feb 03, 2012
Fabulous Friday - Early Dismissal @
11:30

Monday - Feb 06, 2012
End of Year Book Pre-Orders

Interim #3

Wednesday - Feb 08, 2012
Candy Gram Orders Due Today!

Friday - Feb 10, 2012
Principal's Blue Ribbon Luncheon For
Study Island

Tuesday - Feb 14, 2012
Candy Gram Orders Delivered!
Valentines Day
Classroom Parties PM Today!

Thursday - Feb 16, 2012
Open House for Perspective Parents
10:00 AM

Monday - Feb 20, 2012
President's Day Holiday - No School

Tuesday - Feb 21, 2012
Flower & Bulb Sale Starts Today!

Thursday - Mar 01, 2012
Home & School Connection 06:00 PM

Friday - Mar 02, 2012
Spring Pictures Today!

Fabulous Friday - Early Dismissal @
11:30

Grade Period Ends

Monday - Mar 05, 2012
Report Cards #3

Flower & Bulb Orders Due Today!

Monday - Mar 12, 2012
Dress Down for 5th Grade - Phoenix
Gift

Tuesday - Mar 13, 2012
Dress Down for 5th Grade - Phoenix
Gift

Wednesday - Mar 14, 2012
Dress Down for 5th Grade - Phoenix
Gift

Thursday - Mar 15, 2012
Dress Down for 5th Grade - Phoenix
Gift

Monday - Mar 26, 2012
Benchmarks



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Monday - Apr 02, 2012
Spring Feast

Thursday - Apr 05, 2012
Home & School Connection 06:00 PM

Friday - Apr 06, 2012
Fabulous Friday - Early Dismissal @ 11:30

Monday - Apr 09, 2012
Spring Break - No School

Tuesday - Apr 10, 2012
Spring Break - No School

Wednesday - Apr 11, 2012
Spring Break - No School

Thursday - Apr 12, 2012
Spring Break - No School

Friday - Apr 13, 2012
Spring Break - No School

Monday - Apr 16, 2012
Spring Break - No School

Tuesday - Apr 17, 2012
First Day Back Teachers & Students!

Thursday - Apr 19, 2012
K-5 Open House 06:00 PM

Monday - Apr 23, 2012
Jog-A-Thon - Kindergarten

Tuesday - Apr 24, 2012
Jog-A-Thon - 1st Grade

Wednesday - Apr 25, 2012
Graduation Pictures 5th Grade
Jog-A-Thon - 2nd Grade

Thursday - Apr 26, 2012
Jog-A-Thon - 3rd Grade

Friday - Apr 27, 2012
Jog-A-Thon - 4th & 5th Grade

Principal's Blue Ribbon Luncheon for Study Island

Monday - Apr 30, 2012
Interim #4

Thursday - May 03, 2012
Home & School Connection 06:00 PM

Friday - May 04, 2012
Fabulous Friday - Early Dismissal @ 11:30

Monday - May 07, 2012
Teacher Appreciation Week!

Tuesday - May 08, 2012
Teacher Appreciation Week!

Wednesday - May 09, 2012
Teacher Appreciation Week!

Thursday - May 10, 2012
Teacher Appreciation Week!

Friday - May 11, 2012
Teacher Appreciation Week!

Monday - May 28, 2012
Memorial Day Holiday - No School

Friday - Jun 01, 2012
Fabulous Friday - Early Dismissal @ 11:30

Wednesday - Jun 06, 2012
Last Day for Students - 11:30 Dismissal

Monday - Jun 11, 2012
Report Cards #4 - Mailed Today



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APPENDICES

B. Draft Student Handbook

Definitions

Aggravating Factors -- aggravating factors suggesting consequences beyond the recommended penalty include, but are not limited to, repeated violations, imminent danger to self or others, failing or refusing to follow the directives of school personnel while they are attempting to investigate or control behavior during a potential Code violation and other extreme circumstances within the discretion of the Principal.

Alternative Setting -- educational services provided by the system or another provider in a setting other than the student's school assignment.

Board -- Mendenhall Country Day School - Board of Directors.

Classroom -- locations where designated learning experiences take place and where school officials have supervisory responsibility.

Consequences -- consequences for violations of the Code of Conduct include, but are not limited to, conferences with parents, confiscation of property which disrupts the learning environment, detention, isolation, restitution, in-school suspension, suspension from school activities and events, suspension of bus privileges, after-school detention, out-of-school suspension and expulsion (See also the section entitled Disciplinary Measures).

Day or Days -- school days excluding teacher workdays, holidays, vacation days and weekends.

Expulsion -- permanent exclusion of a student from entering the school, school grounds or riding on a school-owned or operated vehicle and removal of the student from the rolls of MCDS, Inc. and other consequences provided by law.

In-School Suspension (hereinafter ISS) -- the in-school suspension program is an alternative to students being suspended out-of-school. Purposes are to provide a form of consequence that results in improved behaviors without the removal of students from the school environment and supervision.

Long-Term Suspension -- Out-of-school suspension for any designated period of more than 10 days but not in excess of the maximum time allowed by law (N.C.G.S. 115C-391).

Memorandum of Disciplinary Action -- The written summation by the Principal or his designee of the charges against the student, the Principal's findings and the disciplinary action assigned by the Principal as a consequence of the action.

Mitigating Factors -- mitigating factors include but are not limited to self-defense, provocation, former record of the student, and other factors in the discretion of the Principal and Superintendent.

Out-of-School Suspension (hereinafter OSS) -- the removal of the student from school, school activities and school grounds for a designated period of time as prescribed by law.

Parent -- includes the natural parent, legal guardian, legal custodian or person serving in local parents having charge or control of any student enrolled at MCDS.

Principal -- the school Principal or any school professional to whom the Principal may officially delegate authority.

Restitution -- to make whole, by replacement or restoration of property to its original condition, or payment of money sufficient to compensate for damage to property.

Student -- any person enrolled or attending MCDS.

Tardy -- means late for a class or other school period as defined by the schools and the North Carolina laws and regulations.

Teacher -- the licensed professional entrusted by the Board with the responsibility pursuant to law for the education, health and well-being of students under his/her direction.

Teacher Assistant -- the paraprofessional hired by the Board to provide classroom support and assistance to teachers.

Year-Long Suspension -- Students who bring weapons or explosives or physically assault teachers, other adults or students may be suspended up to 365 days or placed in an alternative setting if the criteria set out in N.C.G.S. 115C-39(d1) are met. In some instances, a suspension for 365 days is mandatory. Students may be placed in alternative settings at the expiration of their long-term suspensions if re-entry into the regular education program could not reasonably result in appropriate academic progress.

Admissions Policy and Procedures

North Carolina children are entitled to a free public education under the North Carolina Constitution and NC statutes Article IX, Sections 2 and 3; N.C. Gen. Stat. Section 115C-364,-366.

Initial Entry during first 120 days as detailed in N.C. Gen. Stat. 115C-364(a). Initial Entry after first 120 days as detailed in N.C. Gen. Stat. Section 115C-364(b). Admission at age 4 as detailed in N.C. Gen. Stat. Section 115C-364(d).

MCDS does not discriminate against any student on the basis of ethnicity, disability, religious affiliation, national origin or gender.

MCDS will aggressively attempt to reflect the racial and ethnic demographics of Guilford County.

MCDS will require that all applications be received by the required deadline. If spaces are available students will be admitted in the order, which their application was received. If applications exceed capacity of student space by the deadline, a lottery will be held for anyone who would like to attend the lottery.

Immunization Policy and Procedures



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MCDS complies in full with the provisions of 130A-155 regarding the immunization of students.

MCDS requires that parents and guardians of all students present certificates of immunization prior to the first day school.

MCDS will maintain records of its students' immunization certificates, which will be open to Inspection by the Department of Public Health.

Attendance Policy

MCDS recognizes that regular attendance is one of the most significant factors in school success and educational achievement.

Therefore, the Board encourages and strongly supports every effort made to have students at school and present for all classes in order that they might benefit from a quality education. Students, parents/guardians, and all school personnel are encouraged to recognize and fulfill their individual responsibilities in keeping with laws, regulations, and school policies governing the attendance of students in school.

Students play the leading role in the responsibility for remediation losses incurred through absence from school. School staff members will cooperate in these remediation efforts, but the student must take the initiative to request make-up work immediately upon returning to school, and even prior to the absence if the situation allows. Effort must be made by the student to complete all make-up work on a schedule set by the teacher and if possible before the end of the affected grading period.

Student Attendance Procedure

I. STUDENT ATTENDANCE

A. Lawful Absences

Excusable absences permitted by N.C. State Board of Education Attendance Rules:

- a. Illness or injury
- b. Quarantine
- c. Death in family
- d. Medical/dental appointments
- e. Court proceedings
- f. Religious observances
- g. Educational opportunity
- h. Suspension
- i. Expulsion

B. Unlawful Absences

Unlawful (unexcused) absences are defined as the student's willful absences from school without the knowledge of the parents, (guardians), or the student's absences from school without justifiable causes with the knowledge of parents (guardians).

C. Homebound Placements

Homebound placements are based on medical recommendations and students are credited as in attendance when pre-approved by the appropriate official of MCDS.

D. Make-Up Work

Students are responsible for all work missed when absent from school. Immediately upon returning to school students must make arrangements with his/her teacher(s) to make up all work (assignments, tests, projects, etc.) missed while absent.

E. Absence Documentation Requirement

All absences require a written note from the parent/guardian explaining the absence(s). The student should deliver the note to school authorities (teacher, attendance office official, etc.) as soon as possible upon his/her return to school; failure to submit such notes within 3 days after returning to school will result in an unexcused absence being recorded. Parents/guardians are requested to contact school officials immediately when extended unanticipated absences occur. All anticipated extended periods of absence should be reported to school officials previous to the period of absence. Such absences should receive prior approval by school officials. Prior approval is required for any student departing from campus once they have arrived; this approval is required throughout the school day.

F. Definition of being "in attendance"

To be considered "in attendance", a student must be present in the school for at least one-half of the school day (or one-half of the class for class attendance in secondary schools) or at a place other than the school with the approval of school officials to attend an authorized school activity. Such activities include, but may not be limited to, field trips, athletic contests or other competitions, student conventions, music festivals or concerts or similar activities approved by the school.

G. Unlawful Absence Disciplinary Actions

Unlawful absence will result in conferences with parents/guardians. Unlawful absence and/or truancy may lead to disciplinary action to include court proceedings involving parents and/or students if the student is under sixteen years of age. North Carolina statutes (G.S. 115C-378) require attendance until age 16.

THE THREE CATEGORIES OF STUDENT ABSENCES NUMBERED FROM ZERO TO TWO ARE:

Category 0/No Fault Absences



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Examples of no-fault absences: Death in the immediate family, religious observances, medical/dental appointments, military obligations, chronic illness with a doctor's note on file, short-term illness with a doctor's note, other extenuating circumstances at the Principal's discretion.

Consequences: No formal consequences are applied.

Make-up time: Make-up time is not applicable.

Make-up work: Work will be received; actual grade will be recorded. Work must be presented within three days of the student's return to school. The ultimate responsibility for make-up work lies with the student.

Category 1/Excused Absences

Examples of excused absences: Illness without a doctor's note, family trips, college visits, educational opportunities, etc.

Consequences: At 4 or more excused absences per grading period a grade of 69/"F" will be awarded (lower if the student's actual grade earned is lower), unless the time missed is made up.

Make-up time: Absences may be made up hour-for-hour in a fashion approved by the student's school (see section entitled [Make-up Time](#) below).

Make-up work: Work will be received; the actual grade earned will be recorded. Work must be presented within 3 days of the student's return to school. The ultimate responsibility for make-up work lies with the student (see section entitled [Suspensions](#) for information regarding absences resulting from suspension from school).

Category 2/Unexcused Absences

Examples of unexcused absences: Truancy (skipping school or individual classes), missing school bus, work, car trouble, traffic, oversleeping, etc.

Consequences: At 3 or more unexcused absences per grading period a grade of 69/"F" will be recorded (lower if the student's actual grade earned is lower). Any applicable Student Code of Conduct consequence will also be taken.

Make-up time: None allowed.

Make-up work: Work will be received; the highest grade that will be recorded will be 69/"F" (lower if the student's actual grade earned is lower). Work must be presented within 3 days of the student's return to school.

Make-Up Time (Excused Absences Only)

Make-up time for absences will be offered at the discretion of the classroom teacher with final approval from the Principal.

When a violation occurs, a grade of "I" (Incomplete) will appear on the student's report card until the time available for making up time (when applicable) has expired; at that point in time the grade of "F" will replace the "I" for the grading period in question.

Parents/guardians will be notified of students being absent on the following schedule:

For excused absences notification will be given when the second and fourth excused absence occur

For unexcused absences notification will be given when the first and third unexcused absence occur

Caution: Parents should monitor their student's attendance closely; notifications sent by the school can follow the actual absence by a number of days due to time needed for processing, mailing, etc. Parents will receive notification under North Carolina State Statute (G.S. 115C-378).

More Important Attendance Information

Attendance notes: A note from a parent or guardian is required when students are absent. All notes are due within three days after a student's return. Failure to present a note will result in that absence being categorized as unexcused. Tardiness: Each school will design its own program for discouraging students from being late to school or class.

Field trips: Students are considered "present" in school when on field trips and other school-sponsored activities. Ask your attendance staff or school administrator when clarification is needed. Time required in class: Attendance in class for at least one-half of the class period is required for the student to be counted "present."

Suspensions: By state statute, suspensions are counted as excused absences. For suspensions of 3 days or less, suspended students must submit their make-up work within 2 days of their return to school. For suspensions of more than 3 days, make-up work must be submitted immediately upon the student's return to school. Failure to submit the work as outlined above will result in the grade of "zero" being recorded.

Disciplinary Measures

The Board shall delegate to the Principal the responsibility for establishing and enforcing necessary regulations and procedures not in conflict with state or federal law so as to govern and control the conduct of students. The Board expects school administrators to provide for and maintain an environment suitable for an orderly learning process. These disciplinary measures are consequences of violating the Student Code of Conduct and may include but are not limited to the following:

Conference with Parents

Parents are encouraged to set up an appointment with any teacher, counselor, or administrator to discuss their child's progress or problems. School officials may also request such a conference.

Confiscation

Any student's property which disrupts the learning environment will be removed from that student's possession.



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Court Referral

In case of a drug offense, assault, or other violations of the North Carolina statutes, a student may be taken to court.

Detention

Any teacher or Principal may detain a student before or after regular school hours.

Expulsion

Permanent prohibition/exclusion from the school system requires the recommendation of the Principal and Board action.

In-School Suspension

A student is excluded from attending regular classes but not from attending school and is required to do assignments developed by his/her regular teachers. Credit is given for this work. A student will not be allowed to participate in any extra-curricular activities during the period of in-school suspension. Principals shall notify parents when a student is assigned to in-school suspension.

Isolation

Any student may be removed from regular class activities for any portion of a school day as long as he/she is placed under the supervision of an adult.

Involvement of Law Enforcement Agencies

In cases of violations of North Carolina General Statutes or as provided for by law, law enforcement agencies may be contacted.

Loss of Privileges

Principals, teachers, and/or their designees may withdraw specific school privileges from students who exhibit inappropriate behaviors.

Out-of-School Suspension

A student may be suspended from attendance at school for violations of the Student Code of Conduct.

1. Short-term suspension - 10 days or less.
2. Long-term suspension - more than 10 days.
3. 365 Day Suspension - suspension for 365 days.

Parent Contact

Teachers, counselors, and school administrators may contact parents by telephone or letter in an effort to inform them of student misconduct and to gain their support in altering that behavior.

Referral to alternative environment

Students who have been referred to the Principal for discipline two or more times may be referred by the teacher to the Audit Committee, and the committee may recommend that the Principal provide additional advice to the teacher, transfer the student to another classroom, request an alternate school setting in LEA where student is domiciled, or provide other services.

Removal from School Provided Transportation

Students exhibiting inappropriate behavior may be prohibited from riding the bus or other school provided transportation for any period of time up to the remainder of the school year.

Removal from the Classroom

The removal of a student from class by a classroom teacher or other school official for the remainder of a class period or school day and placement at some other place on the school premises shall not be considered a short-term suspension and shall not come under the rules and procedures governing suspensions.

Restitution

The replacement of or payment for property taken, damaged, or destroyed will be required.

Suspension from Extra-curricular Activities

A student may be suspended from participating in any or all extra-curricular activities, including graduation exercises.

Drop Off and Pick Up Guidelines

Students shall be dropped off and picked up by their parents/guardians before and after school. (8:00am and 3:00pm) Students shall be dropped off and picked up via the car pool line.

The car line transportation plan is available at the administrative office.

Parking is prohibited at the back driveway of the building. All parents/guardians must park in the front of the building in the designated parking areas.

Early pick-up to avoid car pool line is **not permitted**.

No parent/guardian/visitor shall go directly to the classroom to pick up their child early.

All students must be signed out through the office if leaving in an alternate manner other than the car line.

Student Discipline

MCDS is committed to maintaining effective discipline in order to establish positive learning environments, which ensure that every student has the maximum opportunity to receive appropriate education. PA recognizes that establishing order and maintaining discipline in the school setting can be achieved only through the cooperative efforts of school personnel, students, and



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parents/guardians.

State law addresses the responsibilities of teachers and Principals as follows:

"It shall be the duty of all teachers, including student teachers, substitute teachers, voluntary teachers, and teacher assistants when given authority over some part of the school program by the Principal or supervising teacher, to maintain good order and discipline in their respective schools." (G.S. 115C-307)

Discipline: A Cooperative Effort

In addition to meeting the requirements of the law, the Board expects all school personnel to promote effective instruction and discipline through fair and non-discriminatory treatment of all students, to display an attitude of respect for all students, to initiate cooperative working relationships with all students and parents/guardians, and to seek parental/guardian input in planning and implementing discipline plans. It is the responsibility of all school personnel to consistently and impartially enforce the rules and regulations of the school and classroom while protecting the constitutional due process rights of the students.

Students are encouraged and expected to conduct themselves in a manner that is conducive to effective learning and which respects the personal, civil, and property rights of all members of the school community. Students are expected to know and to follow the rules and regulations of the school and each classroom teacher. If a student has a complaint or concern, he/she is encouraged to discuss the problem with school personnel and parents/guardians and to seek changes in an orderly, responsible manner.

Parents/guardians are encouraged to maintain regular communication with school personnel concerning their child's academic progress and conduct, to attend conferences scheduled at a time mutually convenient for all concerned, and to bring to the attention of school personnel any concern or problem which affects the education of their child. Parents/guardians are also expected to know and to encourage their child to follow the rules and regulations of the school and each classroom teacher.

Preventive Measures

When it is recognized that a student is behaving in a manner which indicates potential disciplinary problems, school personnel shall make reasonable efforts to initiate preventive measures. Possible preventive intervention procedures may include, but are not limited to:

- conferences with the student;
- conferences with the parents/guardians;
- periodic follow-up reports to parents/guardians; and
- referral to appropriate support personnel.

School personnel shall actively seek effective, positive methods and strategies to help each student learn to behave in a manner that is conducive to effective learning and that respects the rights of others. Each school Principal shall systematically identify potential problem areas within his/her school that may contribute to discipline problems and shall work to maintain a positive school environment to minimize discipline problems.

Corporal Punishment and Use of Reasonable Force

The Board believes that a well disciplined school system can be maintained without the use of corporal punishment. Therefore, the Board prohibits the use of corporal punishment by Principals, assistant Principals, teachers, substitute teachers, any other school system personnel, student teachers or volunteers. While the Board prohibits the use of corporal punishment as a means of discipline, school personnel may use reasonable force to control behavior or to remove a person from the scene in the following situations:

- to quell a disturbance threatening injury to others;
- to obtain possessions of weapons or other dangerous objects on the person or within the control of a student;
- for self-defense; or
- for the protection of persons or property.

Suspension and Expulsion

While the teacher has the major responsibility for classroom discipline, some disruptive behavior may require the attention of the Principal or his/her designee. State law assigns the Principal the authority to suspend for ten days or less, or with prior approval of the Principal, for more than ten days. Special statutory provisions apply in the event that a student enrolled in an exceptional children's program exhibits behavior which might result in suspension or expulsion. The Board expects the Principal to treat any suspension or expulsion as a very serious matter and in such instances the Principal should utilize resources at his/her disposal in an effort to effect another solution. In the event that a student must be suspended or excluded, the Board expects such action to be in full compliance with the provisions of the law and with the policies and procedures of the Board.

Parents Meetings with Faculty and Staff

Conferences are scheduled throughout the year for student updates on their child's progress. Either the parents or the teacher may request conferences. We ask that you arrange to schedule an appointment by sending a note either to the office or to the teacher directly. Please do not stop to talk to a teacher while there are on duty or in the process of teaching their class. Before and after school appointments will be made at a mutually agreeable time, after filling out the Meeting Request Form, which can be obtained in the office. Meetings will be attended by two staff members with notes taken and signed off by my parents for your files and school records.

Grading and Reporting Student Progress



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MCDS, Inc. requires that all parents/guardians be informed at regular intervals on the academic progress of their children. A progress report will be sent to the parents of each student at the end of each grading period. Completing the progress report shall be the responsibility of the classroom teacher. Grades shall reflect a student's progress in meeting the objectives of a specified curriculum or course. Teachers shall keep accurate records, which reflect how they have determined each student's grades.

The scale to report student progress in grades K-1 shall be:

A Always **M** Most of the time **S** Some of the time

N Needs more time to develop

The grade scale for grades 2 and up:

A 93 - 100 Superior **B** 85 - 92 Above Average **C** 77 - 84 Average

D 70 - 76 Below Standard **F** 69 and below Failing **I** NA Incomplete

Administration of Medications to Students

MCDS recognizes that under certain circumstances it will be necessary for students to take medication during school hours or after school hours while participating in extra-curricular activities or tutorials. The General Statutes permit public school employees, when given the authority by the Board, to administer medication prescribed by a doctor upon written request of the parent/guardian. The Board authorizes school system personnel to administer medications in the case of a student who has a chronic health problem, or a student with an unusual health problem where emergency measures may be required.

School staff may administer medication to students at school only if the health care provider deems it necessary for the medication to be given during the school hours and if a parent/guardian requests it in writing. Medication shall be administered in accordance with the health care provider's instructions and established written procedures. No drugs may be administered without documentation from the health care provider.

The school will assume no responsibility for students who self-medicate or for the transportation of medication to and/or from school.

The school, its personnel and the Board will assume no liability for complications or side effects of medications when administered in accordance with the instructions provided by the parent/guardian and health care provider.

Field Trips

Because the safety of students is a primary consideration in the approval of and carrying out of field trips, students must have the written permission of their parents for their participation in each specific field trip. In the event that entry fees or meal charges are required, we ask that the student pay these charges. In the event of financial constraints, we will assist in seeking out sponsors to assist. All parent volunteer drivers must show current drivers license and insurance information prior to driving on any field trip. All trips must be cleared through the administrative office in writing.

Inclement Weather Plan, Emergency Delay/Closing/Cancellation of School

During the extremely bad weather, it may sometimes become necessary to cancel school or to close school early. When the decision is made to delay opening or to close school, parents are advised of those decisions through the following television and radio announcements:

| Radio or TV Station | Signal # |
|---------------------|-------------|
| Greensboro Ch. 2 TV | WFMY |
| High Point Fox 8 | Fox 8 |
| W-S Ch. 12 | WXII 12 |
| W-S WXLV (ABC) 45 | ABC 45 |
| WMAG | 99.5 |
| WTQR | 104.1 |
| Real Rock | 100.3 |
| Rush Radio | 94.5 |
| The Point | 98.7 |
| WKZI | 107.5 |
| WKRR | 92.3 |
| WSJS | AM 600/1200 |

Please do not call the TV or radio stations or school officials since such calls tie up phone lines and might delay the announcement. A decision will be made by 6:00 AM and it usually may take up to 20 minutes to get it on the air. Parents must have made necessary arrangements in case the school closes early or is closed for the day. Students may not stay on campus after school is closed, all parents will be notified and will be expected to pick up their children as soon as reasonably possible. MCDS Before and After Care may be open in most cases for a delayed opening, but will not operate during emergency closing days. Always watch the TV and listen to the radio for the announcements.

Uniforms (TO BE REVISED – IN CONCERT WITH CHARACTER EDUCATION COLOR CODES) MCDS discourages clothing with brand names and designer labels. We require that these guidelines are met when attending classes, school events and on



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school sponsored field trips. Clean Clothing must be worn and tailored appropriately at all times. Shirts must be tucked in at all times and shoes ties. In the event of financial constraints, we will assist in seeking out sponsors to assist.

Solid *** polo (style) shirt (short or long sleeve)

Solid *** turtleneck (short or long sleeve) (100% cotton works best for cleaning)

Solid *** button-down oxford cloth shirt (short or long sleeve)

Solid *** blouse (short or long sleeve)

Solid Khaki blue uniform pants (Cotton twill, no lycra) no cargo style

Solid Khaki blue uniform shorts (plain, no pockets on pant legs, no cargo style, Must be fingertip length)

Solid Khaki blue uniform jumper (plain, must be fingertip length)

Solid Khaki blue uniform skirt or skort (plain, must be finger tip length)

Solid Khaki blue uniform cardigan sweaters (with or without Phoenix Crest)

Solid Khaki blue uniform corduroy pants (no cargo style) or navy blue uniform corduroy jumper

Belts in black, brown, or navy (If pants have belt loops belts must be worn)

Sock/Tight wear in navy or white

Solid White socks (must come above the ankles)

Solid White leather tennis shoes (no accent color allowed)

Tan Bucks or tan suede oxfords (can be found at Hush Puppies. com)

Solid Navy blue sweaters (crew or v-neck) or sweater vest

No sweatshirts, Fleece Jackets, or fleece vest may be worn in the classroom

Outer Day Wear Dress Code:

Heavy winter items are your choice. These items are to be worn outside only and must be removed upon entrance.

** Fridays will be "Dress Down Days" unless a field trip is planned for that Friday. Dress code applies to all field trips

Dress code for "Dress Down Day":

Tailored Casual pants or jeans with no holes

No baggy pants or low rider pants (pants must fit on the hips)

No short shorts

No cut off shorts

No short Skirts

No sleeveless shirts

No sandals

No logo shirts

No bandanas

All shirts must be of length to be able to tuck into clothing apparel at waist.

Policy and Procedures for Playground/Supervision

RECESS: The "Time on Learning" legislation requires 900 minimum hours of instruction per year. To fulfill this standard, the combined recesses and lunch schedule cannot exceed 60 minutes.

OUTSIDE RECESS: If there is a question as to weather or grounds conditions are appropriate for outside recess, the office should be notified. The director will make a school-wide decision.

RATIO OF CHILDREN TO ADULTS: The ratio should be the same as the indoor classroom. For example, if there is one adult to 18 children inside, the same ratio should be applied outside.

PLAYGROUND INSPECTION: Supervisors should be able to inspect basic aspects of playground safety. On a daily basis, the playground equipment and ground cover should be inspected. If problems are found, they should be reported immediately, and a written report of repairs to be done should be submitted to the office.

Birthdays/Holidays/Gift Giving

Student's birthday shall be acknowledged. A single day each month will be designated to celebrate all children whose birthday fell within that month. Summer birthdays will be celebrated in the first or last month of class accordingly. All gift giving or exchange of personal items is to be done off campus.

Disciplinary Guidelines

Rule 1. Trespassing

Students shall not willfully enter or remain in any school structure, conveyance, or property without having been authorized by school personnel. No student shall be on the campus of another school other than his or her assigned school without the knowledge and consent of the officials of the school he or she is visiting. No student shall refuse to depart from the property after being requested to do so.

Consequences In-school disciplinary action up to 5 day OSS.

Rule 2. Attendance

Students shall follow state and local attendance guidelines and attend classes in a timely and regular fashion.

- a) Skipping (Not coming to school) School in whole or in part -- Students shall come to school and be present by 8:15am in their designated homeroom and/or their assigned classroom unless they have been authorized to be absent by the Principal or his/her designee or unless they have an absence that is excused pursuant to state guidelines and Board policy for attendance.



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Consequences In-school disciplinary action

- b) Skipping (leaving school once present) School in whole or in part -- Students shall come to school, remain at school once they have arrived and be present in their designated homeroom and/or their assigned classroom until 3:00pm unless they have been authorized to do otherwise by the Principal or his/her designee.

Consequences In-school disciplinary action.

- c) Tardies -- Students shall be considered tardy after 8:15am.

Rule 3. Cheating

Students shall not engage in any act of deception or falsification of work product. This includes cheating by receiving any unauthorized aid or assistance or the actual giving or receiving of unfair advantage on any form of academic work, plagiarism by copying the language structure, idea and/or thought of another and representing it as one's own work, and verbal or written statement of untruth.

Consequences In-school disciplinary action up to 1 day OSS. Zero on assignment

Rule 4. Inappropriate Interpersonal Behavior

Students shall conduct their personal and social relationships according to acceptable community standards. Inappropriate public displays of affection as determined by the Principal will not be allowed.

Consequences In-school disciplinary action up to 1 day OSS.

Rule 5. Use of Tobacco Products

Students shall not use or possess tobacco products on any school property at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting the safety and welfare of students and staff.

Consequences In-school disciplinary action up to 1 day OSS.

Rule 6. Noncompliance with Directives from Directors, Teachers and Other School Personnel

Students shall comply with the directions of all Principals, assistant Principals, teachers, substitute teachers, counselors, media specialists, teacher assistants, student teachers, coaches, advisors, bus drivers, bus supervisors and any other authorized school personnel at all times while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting the safety and welfare of students and staff.

Consequences In-school disciplinary action up to 1 day OSS.

Rule 7. Building Rules and Appropriate use of Facility and Surrounding Premises

The building is a "place of public educational accommodation", being used as a place of education and all that a school entails.

Sidewalks, lobbies, hallways and passages shall not be obstructed.

No sweepings, rubbish, rags ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith or left in any lobbies, passages or hallways. The toilet rooms, toilets, urinals, sinks, faucets, plumbing or other service apparatus of any kind shall not be used for any other purposes other than those for which were installed.

Everyone shall comply with all safety, fire protection and evacuation procedures and regulations. No person shall go on the roof. Skylights, windows and doors shall not be covered or obstructed. Window coverings shall not be installed which would affected the exterior appearance of the building. Shades and blinds shall not be removed.

No one shall hang, install, mount suspend or attach anything from or to any sprinkler, plumbing, utility or other lines.

No animals, other than seeing-eye dogs in the company of their masters, may be brought into or kept in or about the premises, unless it is for a specific educational experience.

No installation boring or cutting for electrical devices shall be permitted.

Everyone shall use the property parking spaces and comply with all parking regulations. Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. Vehicles shall be parked only in striped parking spaces, except for loading and unloading which shall occur solely in zones marking for that purpose, and be conducted as to not unreasonably interfere with traffic flow within the property.

All vehicles entering or parking in the parking areas shall do so at the owner's sole risk and the school takes no responsibility for any damage, destruction, vandalism or theft. Each vehicle owner shall promptly respond to any sounding alarm or horn, and failing to do so may result in temporary or permanent exclusion of such vehicle form the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequences.

Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the buildings are prohibited.



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The staff/teacher workroom shall be utilized by the staff/teacher only.

Designed office areas shall be utilized by administration only.

Rule 8. Insulting, Abusive, Harassing, Profane, Obscene, or Seriously Disrespectful Words, Acts of Touching, Gestures, Signs, Verbal Threats or Other Acts

Students shall respect other students, visitors, school employees and other persons by utilizing appropriate language and behaviors at all times. Aggression towards ones self or others. Any action which is insulting, abusive, harassing, profane, obscene or seriously disrespectful and which disrupts the learning process for any student or which demeans or degrades another person is specifically prohibited. Students who believe they have been subjected to violations of Rule 8 should consult Board policies on reporting student harassment.

Consequences Up to 3 days OSS.

Rule 9. Gambling

Students shall not engage in any form of games of chance or gambling for money and/or things of value.

Consequences In-school disciplinary action up to 1 day OSS.

Rule 10. Forging Notes/Documents

Students shall not provide false information to school officials and or parents or guardians with regard to any report card, attendance matter, grades or progress reports, discipline matters or any other school business.

Consequences Up to 3 days OSS.

Rule 11. Arson or Making or Possessing Explosive or Incendiary Devices

Students shall not make or possess firecrackers, explosives, pyrotechnic, incendiary (capable of producing flame or fire) or smoke-creating devices or materials or facsimiles thereof. Students shall not set fire to anything unless directed to do so under the supervision of a teacher or administrator for educational purposes. In the event that a device is discovered, it shall be confiscated and not returned to the student.

Consequences Up to long-term suspension for 365 days. Law enforcement may be called.

Rule 12. Unjustified Activation of a Fire or Other Alarm System

Students shall not activate any fire or other alarm system unless authorized to do so by school employees or unless there are reasonable grounds to believe that an actual emergency situation exists.

Consequences Up to 10 days OSS. Law enforcement may be called.

Rule 13. Fighting Among Students

Students shall not fight or attempt to cause bodily harm to another student through physical contact. If a student is attempting to involve another student in a fight, the other student should walk away and report it to a teacher, assistant Principal or Principal. If a student is a victim of a sudden unprovoked attack or fight, he or she may defend himself or herself only long enough to disengage from fighting to report it to an appropriate school official. Students who instigate fights will be subject to the same consequences as those who are actually involved in fighting.

Consequences Up to 10 days OSS. Law enforcement may be called.

Rule 14. Theft or Destruction of School or Personal Property

Students shall not steal or attempt to steal or knowingly be in possession of stolen property or intentionally damage or attempt to damage any school or private property while under school jurisdiction. Students shall not vandalize or damage or attempt to damage property belonging to others.

Consequences Up to 10 days OSS. Law enforcement may be called. Restitution may be required.

Physical Assault or Physical Harm to School Employees and Other Adults. Students shall not cause or attempt to cause physical or bodily harm to Principals, assistant Principals, teachers, substitute teachers, student teachers, coaches, advisors, counselors, media specialists, bus drivers or monitors, or other adults at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff. A student who is 13 years old and physically assaults and seriously injures a teacher or other school personnel will be suspended for at least 300 days up to 365 days. A student who is at least 13 years old and physically assaults a teacher or other adult may be suspended for up to 365 days.

Consequences Up to 10 days OSS. Law enforcement will be called.

Written or Verbal Assault to School Employees and Other Adults.

Students shall not, through written or oral communication, threaten to cause, cause or attempt to cause harm to Principals, assistant Principals, teachers, substitute teachers, student teachers, teacher assistants, coaches, advisors, counselors, bus drivers or monitors, or other adults at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the



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student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff.

Consequences Up to 10 days OSS. Law enforcement will be called.

Rule 16. Violent Physical Assault Upon a Student

Students shall not cause, attempt to cause or verbally (written or oral) threaten to cause injury of any kind to a student while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff. A student who is at least 13 years old and physically assaults another student if the assault is witnessed by school personnel, or physically assaults and seriously injures a student may be suspended for up to 365 days.

Consequences 10 days OSS. Law enforcement will be called.

Rule 17. Possession of a Firearm

Students shall not possess or conceal or transport any gun, air gun, BB gun, pellet gun, firearm, or any weapon capable of firing a projectile of any kind or any gun facsimile or incidental items relating to firearms use, such as bullets, magazine clips, or other projectile items at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff. Any student who brings a gun, rifle, pistol or firearm of any kind on campus may be suspended for an entire calendar year pursuant to N.C.G.S. 115C-391(d1).

Consequences 10 days OSS. Confiscate weapon. Law enforcement will be called

Rule 18. Possession of a Dangerous Weapon or Other Instrument

Students shall not possess or conceal or transport any weapon or other instrument that could cause or that is intended to cause bodily injury or other harm to another or misuse otherwise acceptable objects in a manner intended to cause harm to others at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff.

Consequences 10 days OSS. Confiscate weapon. Law enforcement will be called.

Rule 19. Disruption of School (Inciting or Participating in Student Disorder)

Students shall not lead or participate in any activity that has as its purpose the disruption of school business or which significantly affects the educational process. In the event that the disruption does not abate immediately or if the Principal deems it appropriate, law enforcement will be called.

Consequences 10 days OSS. Law enforcement will be called.

Rule 20. Possession, Use, Sale, Delivery or Distribution of Marijuana, Narcotics, Stimulants, Alcoholic Beverages, and Any Other Unauthorized or Illegal Substances or Drug Paraphernalia

Students shall not possess, use, sell, transmit, deliver, distribute marijuana, narcotics, stimulants, alcoholic beverages or any other controlled or unauthorized or illegal substances or drug paraphernalia at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff. In all cases the substance will be confiscated and police will be notified.

Consequences 10 days OSS. Confiscate substance. Law enforcement will be called. Treatment Program may be required for re-entry.

Rule 21. Exploding Firecrackers or Igniting Similar Devices

Students shall not explode firecrackers or ignite pyrotechnic, incendiary or smoke-producing devices or cause any fire whether or not there is an intent to commit arson or other crimes involving fire or explosion at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff.

Consequences OSS up to and including long-term suspension. Confiscate device. Law enforcement may be called. Restitution may be required.

Rule 22. Violations of North Carolina Criminal Statutes



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Students shall not violate any criminal statute or local ordinance or commit any act which could result in criminal prosecution or juvenile proceedings not previously covered elsewhere in these rules at any time while a student is at school in any school building and on any school premises, attending school-sponsored activities, on or about any school-owned or operated vehicle, off school property at any school-sponsored or school approved activity or function or during any period of time when students are subject to the authority of school personnel and at any time when the student's behavior has a direct and immediate effect on maintaining order and discipline and protecting safety and welfare of students and staff.

Consequences Long-term suspension for maximum allowed. Law enforcement will be called.

Rule 23. Electronic Devices

Items such as pagers, cell phones, record players, MP3 players, tape players, CD players, radios and other transmitters of sound must not be brought to school or to any school related activity. This policy also includes laser pointers/lights. Students may not have such devices at any time during the school day or at events. Our staff will be instructed upon a disturbance from these items, to confiscate the item and the student is considered to be out of compliance with the rule. It is our policy to only return these devices to a parent or guardian during the school year. Items collected more than one time will be held by Administration until the end of the school year at which time parents or guardians must pick them up. Any item not reclaimed on the last day of school will be disposed of.

Grievances - Students/Parents

It is the policy of MCDS, Inc. to attempt to provide an environment, which is conducive to educational success. The Board believes that the potential for success is greatly enhanced in a school environment characterized by mutual respect, fair and impartial treatment, open lines of communication, and adequate procedures for solving differences, including access to the administration.

The Board expects all teachers and administrators to attempt to reduce sources of conflict between students and school employees and attempt to resolve differences when they occur. Likewise, the Board expects all students to attempt to resolve points of differences routinely, and when this effort proves unsuccessful, to facilitate efforts to resolve grievances.

The Board believes that most differences and problems need to be resolved in an expeditious manner through an open and honest discussion between the parties concerned. However, the Board recognizes that open discussion may not be able to resolve all problems thereby resulting in the utilization of the grievance procedures set forth.

The Board shall countenance no harassment or intimidation of any student because of having used the grievance procedure. Further, no reference to the use of this procedure will be used in the student's cumulative folder.

Grievances - Students/Parents Procedure

The grievance procedure is a positive process through which relationships and communications between students, parents and employees may be improved. The primary purpose of the grievance procedure is to secure an equitable resolution to the claim of the parents, and all parties involved shall show a good faith attempt to resolve the claim at the lowest possible administrative level. During all grievance conferences and hearings, effort shall be focused on finding a resolution to the problem, rather than merely describing or elaborating on the problem itself. No coercion, discrimination, or reprisal of any kind shall be taken by the Board or by any administrator against any student because of his/her or his/her parent's participation in the grievance procedure.

I. Definitions

A. A "grievant" refers to any student currently enrolled in MCDS, Inc. (PA) or his/her parent who files a grievance.

B. A "grievance" refers to a claim based on an event or condition that adversely affects a parent or his/her child, allegedly caused by a violation, misinterpretation, or inequitable application of Federal or State statutes and/or PA policies and administrative procedures. A grievance does not apply to:

1. Any matter for which a method of review is prescribed by Federal or State law;
2. Any matter that is beyond the scope of the authority of PA Board.
3. Any matter involving a suspension of more than ten (10) days
4. Any exceptional child issue that is addressed by separate procedures and regulations established by PA policy or State or Federal law; or

C. "parties of interest" or "interested parties" refer to the person who is filing the grievance, any employee who might be required to take action or against whom action might be taken in order to resolve the grievance, and the designated third party representatives.

D. "Day or Days" means school days excluding teacher workdays, holidays, designated vacation days, and weekends (unless otherwise noted).

II. Right to Representation

Both grievant and the person against whom the grievance is being filed may be represented at all stages of the informal and formal grievance procedures by a third party representative whose role and type of participation shall be determined by the parties of interest. Third party representation shall exclude legal counsel at all conferences and hearings at administrative levels below the first level of appeal.

III. Procedures and Timeliness



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The individual filing a grievance may elect to begin with the informal or formal procedure.

A. Informal Grievance

Informal grievances against school-based employees other than Principal:

Within five (5) days following the event or condition that is the basis for the grievance, the individual may request an appointment with the employee with whom they disagree to present the matter orally. Within five (5) days following the conference request, the employee shall confer with the grievant and attempt to resolve the grievance through an oral response. If the grievant is not satisfied with the employee's oral response, the informal grievance may advance to the Principal in the event that the original grievance did not involve the Principal. Any grievance that is not advanced to the next level of authority or to the formal procedure within five (5) days following the oral response shall be deemed abandoned. The Principal shall then consider the grievance and provide an oral response to the grievant within five (5) days. In the event that the grievant is still not satisfied with the outcome of the grievance, he/she must file a formal grievance within five (5) days of the oral response of the Principal or the grievance will be deemed abandoned.

Informal grievances involving Principal:

In the event that the Principal is the employee to whom the grievance was addressed originally, the grievant must within five (5) days following the event or condition that is the basis for the grievance request an appointment with the Principal to present the matter orally. Within five (5) days following the conference request, the Principal shall confer with the grievant and attempt to resolve the grievance through an oral response. If the grievant is not satisfied with the Principal's oral response, he/she must file a formal grievance within five (5) days of the oral response of the Principal or the appeal is deemed abandoned.

B. Formal Grievance

In the formal grievance procedure, the grievance is filed in writing, using the Formal Grievance Form, and the person receiving the grievance responds in writing. All written documents, formal communications, and any school records pertaining to the grievance proceedings shall be forwarded to the next level of appeal in the event that the matter is appealed. All written and taped records, including informal notes, of the grievance proceedings shall be destroyed thirty (30) calendar days following the final conference or appeal. Written records of the grievance proceedings shall not be filed in the file of the student.

Formal Grievances against school-based employees other than the administration:

Within five (5) days following the event or condition that is the basis for the grievance, the individual may file a written grievance form, including all information requested on the form. A copy of the Formal Grievance Form is attached hereto. The written statement of grievance shall include, at a minimum:

- the name of the person against whom the grievance is being filed;
- the specific nature of the grievance and a thorough description of the conduct, event, policy or regulation or other matter to be considered;
- the date, time, and place of the event or condition that caused the grievance;
- the action requested to resolve the grievance;
- the name and title of the third party representative of the grievant; and
- the signature of the grievant.

Within five (5) days following the receipt of the written grievance, the employee shall meet with the grievant to attempt to resolve the grievance. Within five (5) days following the conference, the employee shall provide the grievant with a written response to the grievance. The written response must be signed and dated by the grievant, or it must be sent to the grievant through certified mail. Any formal grievance that is not advanced to the Principal within five (5) days following the receipt of the employee's written response shall be deemed abandoned. In the event that the grievance advances to the Principal, the Principal shall then consider the grievance within five (5) days of receiving notice of appeal from the employee's response and provide a written response to the grievant within five (5) days. In the event that the grievant is still not satisfied with the outcome of the grievance, he/she must file the Formal Grievance Appeal Form, a copy of which is attached hereto, to the appropriate executive director within five (5) days of the written response of the Principal or the grievance will be deemed abandoned.

IV. Confidentiality

All conferences, hearings, informal and formal written records, and tapes are confidential and shall not be shared in any manner with any person(s) except the interested parties.

Grievances - General

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

Student Handbook require final modification and ratification

APPENDICES



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C. Letter of Support from the City of Jamestown

(to follow under separate cover)