



# The Exploris School

## Board Meeting

### Date and Time

Tuesday September 24, 2019 at 4:30 PM EDT

### Location

Middle Campus - 401 Hillsborough St. Rm 7N (upstairs)

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:30 PM</b>
<b>A.</b> Record Attendance and Guests		Camesha Jones	1 m
<b>B.</b> Call the Meeting to Order		Camesha Jones	1 m
<b>C.</b> Approve Minutes from Special Board Meeting 8/26	Approve Minutes	Tom Miller	3 m
Approve minutes for Special Meeting about New Building Project on August 26, 2019			
<b>D.</b> Approve Minutes from Regular Board Meeting 8/27	Approve Minutes	Tom Miller	5 m
Approve minutes for Board Meeting on August 27, 2019			
<b>E.</b> Public Comment		Camesha Jones	15 m
PUBLIC COMMENT			

Fifteen minutes will be allocated on the agenda for public input at each meeting. Additional time may be added at the discretion of the Chair.

Public comment may be oral, in person, or in written form to be read by the Chair.

Public comment is limited to no more than 3 minutes per person.

It is recommended that public comment be written out and provided to the board following the three minutes to ensure the entire message is heard by the board.

Each speaker will clearly state their full name and county of residence.

All public comment should be factual and should not include personally identifiable information of students or personnel in order to maintain confidentiality. Speakers should avoid using names of students or staff and maintain confidentiality and privacy standards.

All public comments will be taken under advisement by the Board, but will not elicit an immediate written or spoken response. The names of persons providing public comment and a brief summary of topics or input will be included in the meeting minutes published.

A response will be provided to the stakeholder within seven (7) days.

Specific issues about a particular student or teacher should be addressed to the school's executive director, rather than the Board of Directors.

**II. Executive Director Report** **4:55 PM**

**A. Academics/ Personnel/ Operations** Vote Ellie Schollmeyer 5 m

**Board approval is requested on the following contracts:**

- Charter Success Partners
- Outward Bound
- Bus Company for Outward Bound
- Board on Track- After requesting a discounted rate, our representative offered the following 3 options:

1. 9,995 per year.- current plan
2. \$9,250 per year, paid yearly with a two-year contract.
3. **\$8,000 per year, paid yearly with a three-year contract. Recommended option.**

**Board Volunteer for Outward Bound**

**B. Finance** Discuss Christine Hutchens 5 m

2019-2020 Budget Update

The Finance committee met to review the year to date expenditures and project future impacts. Based on YTD activity, we are projecting an end of year surplus of **\$8,177.43**. The balance sheet and income statement along with the YTD budget report are attached for your review.

**III. Facilities** **5:05 PM**

**A. Discussion on Facilities** Discuss Theo Kingsberry 40 m

Theo and Ellie have met/conferenced/visited with architects, lawyers, developers, and toured alternate properties for our new school building. We will discuss findings and updates at the Board meeting.

**IV. Standing Committee Updates** **5:45 PM**

**A. Finance Committee** Discuss Christine Hutchens 5 m

Goals for the Year

**B. Development Committee** FYI George Burnette 10 m

Goals for the Year

**C. Governance Committee** FYI Tom Miller 20 m

Governance strengthening exercises.

Review the bylaws to have a better understanding of the board's structure.

Goals for the Year:

- Create a policy folder (one stop shop for all policies) to be kept in Board on Track (public drive) 11/1/2019 (Camesha)
- Establish an orientation plan (relationship based - core values) for new board members that is written into the board procedures. (Cori) 1/1/2020
- Establish a new process for the CEO evaluation (Tom) (adopted school goals, school climate surveys, external surveys, additional parts) Goal is to approve by 12/1/2019

Sub goals: To be addressed after the first three are accomplished

Establish an annual process to review the current policies

Create and execute a professional development plan for the board.

Next meeting 10/21/19 @ 3:30 virtually

We would love an additional board member to join us.

**D. Excellence in Education** FYI Katie Johnson 10 m

Update on Equity and Diversity Subcommittee feedback from Open House

Goals for the Year

**E. Grievance** FYI 5 m

Committee Chair

Goals for the Year

**V. Closing Items**

**6:35 PM**

**A. Adjourn Meeting** Discuss Camesha Jones 5 m  
Action Items and Topics for next agenda

**The next Board meeting will be held on October 29, 2019 at 4:30 pm at the Middle School.**

**VI. Other Business**

# Cover Sheet

## Approve Minutes from Special Board Meeting 8/26

**Section:** I. Opening Items  
**Item:** C. Approve Minutes from Special Board Meeting 8/26  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Special Meeting about New Building Project on August 26, 2019



## The Exploris School

### Minutes

#### Special Meeting about New Building Project

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**Date and Time**

Monday August 26, 2019 at 5:30 PM

**Location**

Middle School Campus - 401 Hillsborough St. Upstairs Rm. 7N

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**Directors Present**

C. Hutchens (remote), C. Jones, E. Schollmeyer, G. Burnette, K. Byars-Nichols (remote), T. Kingsberry, T. Miller (remote)

**Directors Absent**

C. Greer-Banks, J. Jenkins, J. Korreck, K. Johnson, M. Leichter-Rice, T. Guyer

**Guests Present**

SFLA

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**I. Opening Items****A. Record Attendance and Guests****B. Call the Meeting to Order**

C. Jones called a meeting of the board of directors of The Exploris School to order on Monday Aug 26, 2019 @ 5:30 PM at Middle School Campus - 401 Hillsborough St. Upstairs Rm. 7N.

**II. New section****A. Questions for SFL&A, development company**

The Exploris School Board met with the developer from SFL&A during a Special Meeting on 8/26/19 to discuss the latest status of the new City Gateway project which would include The Exploris School occupying the first three floors. Robbie Farris from SFL&A was present and

shared disappointing news that some of the investors that had committed to our project have lowered their level of funding commitment from 85% to 65%. After two years of pursuing over 100 financial investors they have only secured 65% of the funding required to begin the City Gateway project which is estimated to be over \$100 million. Mr. Farris also informed the Board that investors have expressed concerns about the mixed use of the project incorporating a school as part of the office building project.

Mr. Farris indicated that they are down to the final three investment prospects and he expressed concern that their firm would be able to secure all funding required to construct our project with City Gateway. As a result, Mr. Farris recommended that the school begin to pursue parallel paths to explore alternative locations for Exploris to build a stand-alone new three story school. His firm developed a tentative budget proposal for the Plan B of the project utilizing the current SFL&A design limiting it to the first three floors for The Exploris School. The SFL&A budget proposal for Plan B included payment to Exploris for the land and tax credit benefits that could be used to offset a new building proposal.

### **III. Closing Items**

#### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:30 PM.

Respectfully Submitted,  
K. Byars-Nichols

# Cover Sheet

## Approve Minutes from Regular Board Meeting 8/27

**Section:** I. Opening Items  
**Item:** D. Approve Minutes from Regular Board Meeting 8/27  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on August 27, 2019



## The Exploris School

### Minutes

#### Board Meeting

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**Date and Time**

Tuesday August 27, 2019 at 4:30 PM

**Location**

Middle Campus - 401 Hillsborough St. Rm 7N (upstairs)

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**Directors Present**

C. Greer-Banks, C. Hutchens, C. Jones, E. Schollmeyer, G. Burnette (remote), K. Byars-Nichols, K. Johnson, T. Guyer (remote), T. Kingsberry, T. Miller

**Directors Absent**

J. Jenkins, J. Korreck, M. Leichliter-Rice

**Directors Arrived Late**

C. Greer-Banks

**Guests Present**

M. Parkerson, S. Hardy, SFL&A (new building development partners)

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**I. Opening Items****A. Record Attendance and Guests****B. Call the Meeting to Order**

C. Jones called a meeting of the board of directors of The Exploris School to order on Tuesday Aug 27, 2019 @ 4:35 PM at Middle Campus - 401 Hillsborough St. Rm 7N (upstairs).

**C. Approve Minutes**

T. Kingsberry made a motion to approve minutes from the Annual Orientation on 07-30-19.  
C. Hutchens seconded the motion.



The board **VOTED** unanimously to approve the motion.

**D. Public Comment**

No public comment.

**II. Facilities**

**A. Discussion on Facilities**

Representatives from SFL&A attended the meeting to offer an additional update. Board voted to go into closed session based on the fact that we need to discuss the price and material terms of a contract for the acquisition of real property, as stated by statute NCSG 143-318.11(a). The motion to go into closed session unanimously passed. C. Greer-Banks arrived late. The group voted unanimously to come out of closed session, our discussion being ended.

**III. Executive Director Report**

**A. Academics/ Personnel/ Operations**

**PERSONNEL:**

Board Approval is requested for the following changes:

Leslie Payne – MS Wellness Teacher

Harry Huntley – MS Teaching Partner Global Cultures

Accept the resignation of Oliver Smith Wellness teacher

K. Byars-Nichols made a motion to approve the personnel changes as proposed.

T. Kingsberry seconded the motion.

The board **VOTED** unanimously to approve the motion.

**OPERATIONS:**

Board Approval is requested for the 2019-2020 Emergency Procedures Manual. The 2019-2020 Emergency Procedures Manual are attached for review and approval. Board approval is requested for the ED Goals and the School Improvement Goals for 2019-2020 school year.

Tom asked to amend the handbook to exclude escape route information, in order to not make it public.

K. Byars-Nichols made a motion to approve these changes, as amended.

C. Hutchens seconded the motion.

The board **VOTED** unanimously to approve the motion.

**ACADEMICS:**

- The School Open House was held on 8/19/19 and was well attended by families to meet their teachers and visit their classrooms. The first day of school went smooth with lots of smiles, laughter, and learning.
- BOG Testing, Map Testing, and mClass Testing will be completed in September. An additional chrome book cart was added to the Middle School to support students. 2018-19SY School Report Card Dates
- Wake County Public School endorsed Exploris EDEX Design For Change initiative. See attached letter of recommendation from Paul Domenico. Conversations are also underway with Dr. David Stegall, Deputy Superintendent of Innovation for DPI about partnering and supporting our EDEX initiative.

**B. Finance**

Christine announced that the finance committee is still looking a new member.

2018-2019

- The Finance committee has worked with Charter Success to analyze our monthly budget variance reports and project the latest for end of year activity. The 13th month financials were run after the completion of accounting for all June bills that have come in during July. The unaudited 2018-2019 end of year surplus is \$ 107,962.34.

#### 2019-2020 Budget Update

- The projection for the end of year is shown as a deficit of (605.19) at this time for the month of July. This is due to purchasing tickets for our Japan flights \$10,100 prior to collecting payment to take advantage of discounted flights as well as the purchase of instructional supplies of \$5,982 that will be reimbursed by the NC ACCESS grant. Amendments to the budget will be presented once the updated per pupil allocation is available.
- The transfer of funds from the Foundation account to the school account for 2018 – 2019 Foundation expenses of \$22,374.31 was completed on 8/20/19. The Foundation account balance on 8/21/19 is \$527,185.

#### **IV. Additional Building Options**

##### **A. Legacy Funding Services**

Theo met with Howard from this charter school development company several weeks ago. The board wanted to explore a Plan B to the Gateway Project, in case it does not work out.

Howard attended this section of the meeting to tell us a little bit about his company. They have a long history in building and founding charter schools across NC.

We thanks Howard for his time and he left the meeting.  
S. Hardy left early.  
M. Parkerson left early.

#### **V. New section**

##### **A. To discuss additional building options**

Keely moved to amend the agenda to add an additional closed session and remove the committee updates from the agenda. Motion to amend agenda passed unanimously.  
Keely moved to go into a closed session to discuss material terms of a contract for the acquisition of real property, as stated by statute NCSG 143-318.11(a). The motion to go into closed session passed unanimously.  
Keely moved to go out of closed session. Motion passed unanimously.

#### **VI. New section**

##### **A. Proposed letter to community**

The board made minor suggestions and adjustments, but generally agreed with Ellie's idea.

#### **VII. Closing Items**

##### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:00 PM.

Respectfully Submitted,  
K. Byars-Nichols

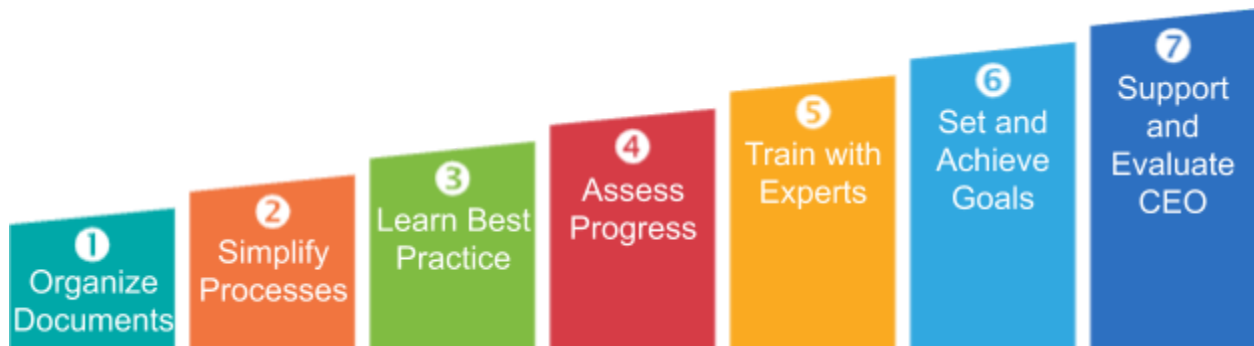
# Cover Sheet

## Academics/ Personnel/ Operations

**Section:** II. Executive Director Report  
**Item:** A. Academics/ Personnel/ Operations  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Board on Track.pdf  
Contract 2018-2020- CSP - The Exploris School.pdf  
Contract EXHIBIT A - CSP - Exploris.pdf  
ED Report.pdf  
Signed OB 2019 -2020 Contract.pdf  
Signed OB Bus Contract.pdf



Membership Renewal Agreement  
for  
The Exploris School



Prepared for:  
**Ellie Schollmeyer**  
CEO

Prepared by:  
**Sam Falk**  
Chief Customer and Product Officer



# BoardOnTrack

## Membership Agreement

### Term and Fee

The agreement below outlines the annual term and fee associated with BoardOnTrack membership for 2019-2020. The annual fee for the BoardOnTrack membership is due 30 days prior to the renewal membership start date below.

### Member Information and Authorization

<b>Member</b>	The Exploris School
<b>Billing Address</b>	401 Hillsborough Street Raleigh, NC 27603
<b>Billing Contact Name</b>	Ellie Schollmeyer
<b>Billing Contact Role</b>	CEO
<b>Billing Contact Email Address</b>	ellie@exploris.org
<b>Billing Contact Phone Number</b>	(910) 715-3690

### Membership Term

<b>Renewal Membership Start Date</b>	November 1, 2019
<b>Membership Term</b>	1 Year
<b>Annual Membership Fee</b>	\$9,995.00

By signing this agreement, The Exploris School agrees to the terms described above.


Authorized Signature:

\_\_\_\_\_  
Accepted By (Customer)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Customer Acceptance

I read, understand and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership.



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

# CHARTER SUCCESS PARTNERS Service Agreement

This Service Agreement (hereinafter "Agreement") is entered into by and between Charter Success Partners, LLC based in Durham, North Carolina (hereinafter "Charter Success Partners") and The Exploris School (hereinafter "Client"), a  
NC Charter School

located in Wake County, NC.

## I. SERVICES, FEES AND TERM OF AGREEMENT

A. Services Rendered. Charter Success Partners agrees to provide the services listed on the accepted proposal for services identified as Exhibit A to Client during the Term of this Agreement.

B. Fees. For the services selected in Exhibit A; identified as Financial Services, Foundation Accounting Services Client agrees to pay Charter Success Partners \$ 33,900 **annually;** in accordance with the payment schedule set forth in Section III during the Term of this Agreement.

C. Term. Subject to the Termination provision in Sections IX, this Agreement and the terms and conditions stated herein shall be on a(n) annual term, beginning on 07/01/2018 and ending on 06/30/2020. Sixty days (60) prior to the end of this Term, the Client shall notify Charter Success Partners in writing if it intends to end this Agreement, otherwise it will automatically renew for the same term defined in this section, for the services listed on Exhibit A. In the event of an automatic renewal the beginning and ending month and day will remain the same, and the beginning and ending year will be revised according to the term defined in this section.

## II. RELATIONSHIP OF PARTIES

A. Charter Success Partners is performing the services as an independent contractor and not the agent or employee of Client. In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise expressed provided in this Agreement, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

## III. PAYMENT FOR SERVICES

A. Payment. Client will pay Charter Success Partners twelve equal installments of the annual contract price. For services rendered during a term less than twelve months, the fee each month will be one twelfth of the total annual fee for services. Payments will be due by the 15th day of the month of service

(the “Due Date”). The first payment due under this Agreement will be on 07/15/2018. In the event that payment is not received within 30 days of the Due Date, Charter Success Partners will temporarily suspend service until payment is received. Furthermore, Client agrees that payment must be made within 30 days of the Due Date in order to preserve the terms of this Agreement for Services.

#### **IV. DATA, RECORDS AND INFORMATION EXCHANGE**

- A. Ownership. All data and records Charter Success Partners maintains for Client will remain the property of Client. Charter Success Partners shall provide Client with all such data and records within three days of a written request from Client.
- B. Records. Charter Success Partners shall keep or cause to be kept accurate and complete records including an adequate filing system. Work and records shall comply with all government record keeping and recording requirements as well as confidentiality and privacy requirements under state or federal law or regulation or Client policies.
- C. Exchange of Information. Client agrees to provide Charter Success Partners with accurate information according to Charter Success Partners’ monthly information submission schedule. Client agrees to provide Charter Success Partners with accurate information in response to any request for information by Charter Success Partners within the earlier of either five working days or by the deadline provided by Charter Success Partners, if a deadline is stated.
- D. Cooperation. Charter Success Partners agrees to cooperate and provide information and data to Client’s outside auditors or governmental agencies as requested and in a timely manner.
- E. Return of Information. At any time during the term of this Agreement at the Client’s request or upon the termination or expiration of this Agreement for any reason, Charter Success Partners shall, and shall instruct all its employees, agents, and authorize persons to, promptly return to the Client all copies, whether in written, electronic or other form or media, of The Information (as defined in Section VI) in its possession or the possession of such individuals, or securely dispose of all such copies, and certify in writing to the Client that The Information has been returned to Client or disposed of securely. Charter Success Partners shall comply with all directions provided by Client with respect to the return or disposal of The Information. In addition, within 20 business days of the termination date of this Agreement for any reason, Charter Success Partners will provide to Client:
1. All data and information owned by Client;
  2. Copies of all paper-file contents upon request;
  3. Client’s computerized financial and student information data; and
  4. All other data, information, documents, materials in any form that we provide by, owned by or created for Client except those documents which are proprietary to Charter Success Partners.

#### **V. CONFIDENTIALITY**

A. Confidentiality of Student Information. Charter Success Partners agrees to comply with all state and federal laws and regulations pertaining to the confidentiality of student information and records, including but not limited to FERPA, and shall comply with all Client policies and procedures related to student privacy and confidentiality. Charter Success Partners shall be obligated to keep any and all Client, student, and family data/records/information confidential to the extent required by law or Client policy and procedure even after termination of this Agreement.

B. Additional Confidential Information. Charter Success Partners agrees to comply with all state and federal laws and regulations pertaining to the confidentiality of personnel records, confidential or proprietary information and records, and any sensitive or non-public information, and shall comply with all Client policies and procedures related to such records. Charter Success Partners shall be obligated to keep any and all Client, personnel data/records/information and sensitive or non-public information, confidential to the extent required by law or Client policy and procedure even after termination of this Agreement.

## **VI. SECURITY**

A. Charter Success Partners acknowledges that it will have access to student, family, employee and other non-public, confidential or proprietary information (“The Information”). Charter Success Partners agrees to the following:

1. Charter Success Partners will keep and maintain all of The Information in strict confidence; using such degree of care as is appropriate to avoid unauthorized access, use or disclosure.
2. Charter Success Partners will use and disclose such solely and exclusively for the purposes for which The Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available The Information for Charter Success Partners’ own purposes or for the benefit of anyone other than Client, in each case, without Client’s prior written consent.
3. Charter Success Partners shall not, disclose, directly or indirectly, The Information to any person other than its authorized employees/authorized persons, including any subcontractors, agents, or auditors (an “Unauthorized Third Party”), without express written consent from Client unless and to the extent required by government authorities or as otherwise, to the extent expressly required, by applicable law.
4. Charter Success Partners represents and warrants that its collection, access, use, storage, disposal and disclosure of The Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable laws, regulations and directives.
5. Charter Success Partners shall at all times cause its employees to abide strictly by Charter Success Partners’ obligations under this Agreement.

## **VII. INSURANCE.**



- A. General Insurance. Charter Success Partners shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than \$1,000,000 for each occurrence.
- B. Cyber Insurance. Charter Success Partners shall obtain and maintain a cyber insurance policy in the amount of not less than \$250,000 for each occurrence.
- C. Notifications. Charter Success Partners shall notify Client within ten (10) days of any termination, non-renewal or modification of insurance required under this Agreement.

## **VIII. LICENSING AND CPA REQUIREMENTS**

- A. Licensing. Charter Success Partners represents and warrants that it, its employees and any contractors, shall be in good standing with all appropriate licensing bodies of the State of North Carolina.
- B. CPA Review Required. Charter Success Partners shall ensure that a Certified Public Accountant licensed in North Carolina review Annual preparation of the Financial Statements and Related Note Disclosures, except the 990 as it is completed by the audit firm.

## **IX. TERMINATION OF AGREEMENT**

A. Termination for Breach by Either Party. Subject to Section IX.B. if either party breaches any provision of this Agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

### **B. Client Termination**

1. Immediate Termination for Breach. Client may terminate this Agreement immediately in the event Charter Success Partners breaches Sections V, VI or VII of this Agreement.
2. Termination When No Breach. Client may terminate this Agreement at any time when there is no breach; however, Client agrees to pay an early termination fee equal to the remainder of fees due through the end of the Agreement. Payment of the early termination fee shall become due within 60 days' notice to Charter Success Partners of Client's intent to terminate.
3. Termination at End of Term. Client agrees to provide 60 days written notice to Charter Success Partners of its intent to end this Agreement prior to the original expiration date set forth in Paragraph IC.

C. Charter Success Partners Termination. Charter Success Partners may terminate this Agreement by providing 60 days written notice delivered to Client.

## **X, OTHER PROVISIONS**

- A. Entire Agreement. This Agreement, including Exhibit A, constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.
- B. Modification of Agreement/Amendments. This Agreement may only be modified or amended if approved by the Board of Directors through a vote pursuant to its bylaws and shall be codified in writing signed on behalf of each party to this Agreement.
- C. Governing Law. This Agreement shall be construed under the laws of North Carolina without regard to its conflict of laws.
- D. Assignment. Charter Success Partners shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the School.
- E. Notices. Any notices required or permitted under this Agreement shall be sufficiently given if sent through a mail service (i.e. postal service, UPS, FedEx) with proof of delivery and sent to the addresses set forth at the beginning of this Agreement.
- F. Savings Clause. In the event that any court or administrative agency with legal jurisdiction declares any clause or portion of this Agreement null and void, all other clauses of this Agreement shall remain in full force and effect.
- G. State Indebtedness Clause. No indebtedness of any kind incurred or created by a charter school shall constitute an indebtedness of the State of North Carolina and/or its political subdivisions, and no indebtedness of a charter school shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina and/or its political subdivisions as required by North Carolina General Statutes Section 115C-238.29H(al). Both Charter Success Partners and Client agree to indemnify and hold harmless the State of North Carolina for any indebtedness related to this Service Agreement.
- H. Compliance with Laws. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

I. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies

J. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

K. Waiver of Liability. To the extent permitted by law, Charter Success Partners releases from liability and holds harmless the School or any of its agents with respect to any harm, damage, or other injury arising from any conduct, activity, or other act or omission not within the Client's or its agents' control.

L. 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 so in writing.

M. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Charter Success Partners powers or authority of the Board, which are not subject to delegation by the Board under North Carolina law.

**IN WITNESS WHEREOF**, Charter Success Partners and the Client have executed this Agreement on the day and year first written above.

The Exploris School

Printed Name of Authorized Agent for Ellie Schollmeyer

*Ellie Schollmeyer*

**Signature of Authorized Agent**

*E.S.*

**EXHIBIT A RECEIVED & ACCEPTED:** \_\_\_\_\_ **initialed by authorized agent**

**Date:** 07/01/2018  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Cory Draughon, CEO, Charter Success Partners



\_\_\_\_\_  
**Signature - Charter Success Partners**



**Date:** 07/01/2018  
\_\_\_\_\_



# Signature Certificate

Document Ref.: AHLRY-WEHS5-TGWUY-EA99V

Document signed by:

	<p><b>Cory Draughon</b> Verified E-mail: cory@chartersuccesspartners.com</p> <p>IP: 174.194.32.165      Date: 05 Sep 2019 15:24:08 UTC</p>	 
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	<p><b>Ellie Schollmeyer</b> Verified E-mail: ellie@exploris.org</p> <p>IP: 24.163.104.191      Date: 08 Sep 2019 12:07:06 UTC</p>	 
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Document completed by all parties on:

**08 Sep 2019 12:07:06 UTC**

Page 1 of 1



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# Charter Success Partners Service Agreement - Exhibit A

This document is the Charter Success Partners Service Agreement Exhibit A as identified in the Charter Success Partners Service agreement with The Exploris School; in section I - Services, Fees and Term of Agreement, A. Services Rendered.

Selected Services	Service Category as Identified on Contract	Description
<input checked="" type="checkbox"/>	Financial Services	<ul style="list-style-type: none"> <li>• Use Linq to provide monthly accounting, fund management, state reporting, payroll and payroll tax administration.</li> <li>• Accounts receivable and payable</li> <li>• Preparation of monthly financial statements to the Board of Directors as well as required reporting to the Office of Charter Schools. Complete financial portion of Grant reports. Monthly reports generally include:                             <ul style="list-style-type: none"> <li>• Budget vs Actual w/ Value Add End of Year Projections</li> <li>• Board Level Budget Report</li> <li>• Income Statement</li> <li>• Fund Balance Sheet</li> <li>• Monthly General Ledger</li> <li>• PRC Reports</li> <li>• Budget Detail Report</li> <li>• Bank Statements</li> <li>• Bank Reconciliation Reports                                     <ul style="list-style-type: none"> <li>• Outstanding Items</li> <li>• Cleared Items</li> </ul> </li> </ul> </li> <li>• Provide audit firm with requested financial information required for audit</li> <li>• Provide information required for audit firm to complete 990 tax return</li> <li>• Communicate regularly with designated school personnel and leadership</li> <li>• Process/print accounts payable with invoice numbers and descriptions</li> <li>• Monthly payroll services                             <ul style="list-style-type: none"> <li>• Process payroll checks/direct deposits</li> <li>• Payroll tax payments</li> <li>• Federal/State tax reports</li> <li>• 1099/W2/W3 annual forms</li> <li>• Reconcile benefit invoice and payments</li> <li>• Update employee leave balances</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• Update staff UID system</li> <li>• Provide reports to school for monitoring federal programs</li> <li>• Reconcile bank statements</li> <li>• Record deposits and receipts</li> <li>• Upload UERS reports</li> <li>• Preparation of sales tax refunds</li> <li>• Preparation of fuel tax refunds</li> <li>• Annual audit preparation and review of financial reports</li> <li>• Prepare management’s discussion and analysis (MD&amp;A)</li> <li>• Annual budget planning assistance</li> <li>• Upload school provided Grant information into Linq BAAS system</li> <li>• Comprehensive cash management services and monitoring</li> <li>• Update budget with allotment revisions</li> <li>• Regular communication with administration and board</li> <li>• Provide school staff with view access to Linq</li> <li>• Background checks for school employees</li> <li>• Provide support for ACA reporting</li> <li>• Federal reporting and monitoring of Federal programs</li> <li>• Analyze LEA billing and verification</li> <li>• Present at requested Board meetings (1-2 meeting per year)</li> <li>• Annual budget planning and submission</li> <li>• Attend school administration monthly finance meetings</li> </ul>
<input type="checkbox"/>	<p>Student Information Services</p>	<ul style="list-style-type: none"> <li>• Create PowerSchool Master Schedule</li> <li>• Create Courses in PowerSchool</li> <li>• Create Sections in PowerSchool</li> <li>• Enter student schedules and make schedule changes as needed</li> <li>• Input new staff to PowerSchool</li> <li>• Enroll new students in PowerSchool</li> <li>• Withdraw students from PowerSchool</li> <li>• Run PowerSchool report cards and section readiness reports</li> <li>• Permanently store historical grades</li> <li>• Produce county invoice reports</li> <li>• On demand CSV PowerSchool reports</li> <li>• Liaison between DPI help desk as needed</li> <li>• Perform EOY and all Pre-EOY activities</li> <li>• Monitor and accurately complete all required PowerSchool reports including:             <ul style="list-style-type: none"> <li>• All PMRs</li> <li>• SAR</li> <li>• PowerSchool EC Report</li> <li>• PowerSchool AIG Report</li> <li>• Retention/Promotion Report</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• ESSR</li> <li>• Drop Out Data Collection Report</li> <li>• Discipline Report</li> <li>• Homeless Report</li> <li>• Alternative Learning Report</li> <li>• Student Participation Report</li> </ul>
<input checked="" type="checkbox"/>	Lottery Services	<ul style="list-style-type: none"> <li>• Guide school through SchoolMint set up process</li> <li>• Assist school in lottery testing process</li> <li>• Assist school in registration packet creation</li> <li>• Monitor and Verify completion of 40 SchoolMint essential tasks</li> <li>• Attend and run lottery as third party arbitrator</li> <li>• Complete data alignment with school's PowerSchool instance and SchoolMint</li> <li>• Sync PowerSchool and SchoolMint Data</li> <li>• Software fee for SchoolMint is negotiated at a reduced rate and is a pass through charge at \$6 per student + one time \$1500 setup fee.</li> </ul>
<input type="checkbox"/>	Charter Pay - Online Payments Software	<ul style="list-style-type: none"> <li>• Provide client with Charter Pay online payment processing school dedicated instance.</li> <li>• Complete initial on-boarding process with client</li> <li>• Complete initial Charter Pay programming set up</li> <li>• Create parent accounts in Charter Pay</li> <li>• Provide parent support for Charter Pay</li> <li>• Provide client staff support for Charter Pay</li> <li>• Set up school accounts in Charter Pay</li> <li>• Conduct on-site staff training for Charter Pay</li> <li>• Provide on-demand remote training for Charter Pay users</li> <li>• Accept all payments through Charter Pay, processing fees apply per transaction.</li> </ul>
<input type="checkbox"/>	Purchase Order Software	<ul style="list-style-type: none"> <li>• Provide client with Purchase Order Software online system school dedicated instance.</li> <li>• Complete initial on-boarding process with client</li> <li>• Complete initial Purchase Order Software programming set up</li> <li>• Provide client staff support for Purchase Order Software</li> <li>• Set up school accounts in Purchase Order Software</li> <li>• Conduct on-site staff training for Purchase Order Software</li> <li>• Provide on-demand remote training for Purchase Order Software</li> <li>• Load Accounts and Budgets in Purchase Order Software</li> </ul>
<input type="checkbox"/>	Car Line Software	<ul style="list-style-type: none"> <li>• Provide client with Car Line Software online system</li> </ul>



		<p>school dedicated instance.</p> <ul style="list-style-type: none"> <li>• Complete initial on-boarding process with client</li> <li>• Complete initial Car Line Software programming set up</li> <li>• Provide client staff support for Car Line Software</li> <li>• Set up school accounts in Car Line Software</li> <li>• Conduct on-site staff training for Car Line Software</li> <li>• Provide on-demand remote training for Car Line Software</li> <li>• Load student account data in Car Line Software</li> </ul>
<input type="checkbox"/>	<p>Facility Financing Readiness Assessment</p>	<ul style="list-style-type: none"> <li>• Complete a school readiness assessment</li> <li>• Secure a facility partner for school based on project needs</li> <li>• Manage the assignment or completion (when appropriate) of the tasks required by the lending institution</li> <li>• Assist the school in gathering or drafting the documents required by the lender and manage the timeline and approaching deadlines by reminding and urging the pertinent parties to complete required tasks for closing</li> </ul>
<input checked="" type="checkbox"/>	<p>Foundation Accounting</p>	<ul style="list-style-type: none"> <li>• Assist in the development of a Foundation</li> <li>• Accounting services for Foundation                         <ul style="list-style-type: none"> <li>• Record Accounts Payable and Receivable</li> <li>• Quarterly P&amp;L</li> <li>• Quarterly Balance Sheet</li> <li>• Bank Reconciliations</li> <li>• Provide financial information to audit firm</li> </ul> </li> </ul>
<input type="checkbox"/>	<p>Loan Covenant Maintenance</p>	<ul style="list-style-type: none"> <li>• Provide loan covenant maintenance for instruments including:                         <ul style="list-style-type: none"> <li>• Bonds</li> <li>• Traditional Financing</li> <li>• USDA Loan</li> </ul> </li> <li>• Cash on Hand Calculations</li> <li>• Quarterly Balance Sheet Preparation</li> <li>• Quarterly Budget Report</li> <li>• Debt Service Coverage Ratio Calculations</li> </ul>
<input type="checkbox"/>	<p>Attend Meetings</p>	<ul style="list-style-type: none"> <li>• Attend Board of Directors, Committee or Staff Meetings as desired by client</li> <li>• Attend meetings in-person or remotely</li> <li>• Prepare and provide pertinent and/or requested information aligned to the objectives of the meeting.</li> </ul>
<input type="checkbox"/>	<p>Grants</p>	<ul style="list-style-type: none"> <li>• Complete grant applications in CCIP or other required program</li> <li>• Complete required ongoing grant documentation</li> <li>• Evaluate grant options and make recommendations for applicable grants to school</li> </ul>

<input type="checkbox"/>	<p>Board of Directors Recruitment</p>	<ul style="list-style-type: none"> <li>• Collect applications for potential Board Members</li> <li>• Conduct current Board Member and CSP Weighted Rankings of applicants</li> <li>• Facilitate Interviews with Board Search Committee and CSP representative</li> <li>• Board Member and CSP Weighted Rankings after interview</li> <li>• Submit New Board Member Recommendation Assessment to Board of Directors</li> </ul>
<input type="checkbox"/>	<p>Lead Administrator Recruitment and Review</p>	<ul style="list-style-type: none"> <li>• Collect applications for potential Lead Administrator</li> <li>• Conduct Board Member and CSP Weighted Rankings of applicants</li> <li>• Facilitate Interviews with Board Committee and CSP representative</li> <li>• Board Member and CSP Weighted Rankings after interviews</li> <li>• Submit Lead Administrator Recommendation Assessment to Board of Directors</li> <li>• Provide annual performance review of Lead Administrator to Board of Directors</li> </ul>
<input type="checkbox"/>	<p>Human Resources</p>	<ul style="list-style-type: none"> <li>• Provide access to Human Resources Specialist to staff and Board of Directors</li> <li>• Review personnel decisions/actions for compliance and provide recommendations as necessary</li> <li>• Review and recommend employment policies and procedures</li> </ul>
<input type="checkbox"/>	<p>Board of Directors Reporting</p>	<ul style="list-style-type: none"> <li>• Prepare Monthly School Report Card (MSRC) and present to Board             <ul style="list-style-type: none"> <li>• MSRC Includes:                 <ul style="list-style-type: none"> <li>• Academic Performance Data</li> <li>• Enrollment Data</li> <li>• Culture</li> <li>• Charter Goals</li> <li>• School Improvement Plan</li> <li>• Staff</li> <li>• Students</li> <li>• Financials Data</li> </ul> </li> </ul> </li> </ul>
<input type="checkbox"/>	<p>Board of Directors Training</p>	<ul style="list-style-type: none"> <li>• Conduct board trainings at least 3 board meetings per year - (8 Board meetings required)             <ul style="list-style-type: none"> <li>• Trainings will cover:                 <ul style="list-style-type: none"> <li>• Financial Compliance</li> <li>• Charter Law</li> <li>• Board of Directors Responsibilities</li> <li>• Board Policies</li> <li>• Other topics as requested/needed</li> </ul> </li> </ul> </li> </ul>

<input type="checkbox"/>		<ul style="list-style-type: none"> <li>• Provide separate new board member training once per year</li> </ul>
<input type="checkbox"/>	Facility Management	<ul style="list-style-type: none"> <li>• Open Bids for Facility Services</li> <li>• Recommend Providers to Board</li> <li>• Manage Facility work orders and ongoing maintenance vendors</li> </ul>
<input type="checkbox"/>	Transportation Planning	<ul style="list-style-type: none"> <li>• Create and collect transportation documents from families to ascertain transportation needs</li> <li>• Design transportation plan with routes/stops</li> <li>• Supervise maintenance budget, drivers and bus management</li> </ul>
<input type="checkbox"/>	Athletic Program Management	<ul style="list-style-type: none"> <li>• Collect applications for potential Athletic Director</li> <li>• Conduct Board Member and CSP Weighted Rankings of applicants</li> <li>• Facilitate Interviews with Board Committee and CSP representative</li> <li>• Board Member and CSP Weighted Rankings after interviews</li> <li>• Submit Athletic Director Recommendation Assessment to Board of Directors</li> <li>• Review and Advise the Athletic Director on the creation and implementation of the Athletic Plan</li> <li>• Provide annual performance review of Athletic Director to Board of Directors</li> </ul>
<input type="checkbox"/>	B&A Care Program Management	<ul style="list-style-type: none"> <li>• Open bids for B&amp;A Care Services</li> <li>• Recommend provider to Board of Directors</li> <li>• Monitor and review the performance of the Provider</li> </ul>
<input type="checkbox"/>	Marketing	<ul style="list-style-type: none"> <li>• Manage social media site postings</li> <li>• Prepare marketing copy material</li> <li>• Prepare digital marketing material</li> <li>• Schedule tours/registrations timeline</li> <li>• Select and advise on purchase of public advertisement (billboard, newspaper) as needed</li> <li>• Provide marketing success rate data to Board of Directors</li> </ul>
<input type="checkbox"/>	Faculty Handbook	<ul style="list-style-type: none"> <li>• Create Initial Draft</li> <li>• Review and Recommend to Board</li> <li>• Review and Update on an ongoing basis, at least annually</li> </ul>
<input type="checkbox"/>	Student Handbook	<ul style="list-style-type: none"> <li>• Create Initial Draft</li> <li>• Review and Recommend to Board</li> <li>• Review and Update on an ongoing basis, at least annually</li> </ul>
<input type="checkbox"/>		

<input type="checkbox"/>	Board Policies	<ul style="list-style-type: none"> <li>• Create Initial Draft</li> <li>• Review and Recommend to Board</li> <li>• Review and Update on an ongoing basis, at least annually</li> </ul>
<input type="checkbox"/>	Employee Benefits Administration	<ul style="list-style-type: none"> <li>• Review several benefits providers</li> <li>• Develop a comprehensive employee benefits package</li> <li>• Recommend a comprehensive employee benefits package to Board of Directors</li> <li>• Review benefits package annually</li> </ul>
<input type="checkbox"/>	Legal	<ul style="list-style-type: none"> <li>• Provide attorney on retainer for:                         <ul style="list-style-type: none"> <li>• On-demand consultation</li> <li>• Document preparation</li> <li>• Policy review</li> </ul> </li> </ul> <p>(Legal fees for services beyond those covered by the retainer will be paid by client)</p>
<input type="checkbox"/>	Professional Development	<ul style="list-style-type: none"> <li>• Advise and assist in planning professional development in line with Charter and School Improvement Plan</li> </ul>
<input type="checkbox"/>	Benchmark Assessments	<ul style="list-style-type: none"> <li>• Develop benchmark schedule with Testing Coordinator</li> <li>• Assist in the selection benchmark program aligned to State Standards</li> <li>• Analyze benchmark data for inclusion in MSRC</li> </ul>
<input type="checkbox"/>	Testing Planning	<ul style="list-style-type: none"> <li>• Develop Testing Calendar, and Testing Implementation Plan with Testing Coordinator</li> <li>• Monitor implementation of testing plan</li> <li>• Analyze testing data for inclusion in MSRC</li> </ul>
<input type="checkbox"/>	Licensure	<ul style="list-style-type: none"> <li>• Develop Teacher Licensure Plan &amp; Beginning Teacher Plan</li> <li>• Prepare Licensure report</li> <li>• Review Teacher Individual Yearly Plan for Renewal or Initial Licensure</li> <li>• Review and Approve Teacher Account Submission of Licensure</li> </ul>
<input type="checkbox"/>	IT Planning	<ul style="list-style-type: none"> <li>• Assist in the preparation of the Technology Plan</li> <li>• Collect applications for potential IT Director</li> <li>• Conduct Board Member and CSP Weighted Rankings of applicants</li> <li>• Facilitate Interviews with Board Committee and CSP representative</li> <li>• Board Member and CSP Weighted Rankings after interviews</li> <li>• Submit IT Director Recommendation Assessment to Board of Directors</li> <li>• Provide annual performance review of IT Director to Board of Directors</li> </ul>

<input type="checkbox"/>	Performance Framework	<ul style="list-style-type: none"> <li>• Monitor Performance Framework timeline</li> <li>• Prepare and Submit required documentation through online system</li> <li>• Assist in the preparation of the school improvement plan if required</li> </ul>
<input type="checkbox"/>	New Applicant Start-Up	<ul style="list-style-type: none"> <li>• Assist in New Charter Application Creation</li> <li>• Complete assigned application sections</li> <li>• Review all sections of application</li> <li>• Provide training to new charter applicant</li> <li>• Assist in the completion of the Ready-to-Open process</li> </ul>
<input type="checkbox"/>	Charter Renewal	<ul style="list-style-type: none"> <li>• Assist the school in the completion of the Charter renewal process.</li> </ul>

Received by:

Name: Ellie Schollmeyer

*E.S.*

Initials: \_\_\_\_\_



# Signature Certificate

Document Ref.: GXAUQ-EH3QJ-WRPKY-AWJSN

Document signed by:

	<p><b>Ellie Schollmeyer</b> Verified E-mail: <b>ellie@exploris.org</b></p>	 
<p>IP: 152.26.211.26      Date: 10 Sep 2019 20:07:40 UTC</p>		

Document completed by all parties on:  
10 Sep 2019 20:07:40 UTC

Page 1 of 1



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**ED Report – September, 2019****Demographics and Enrollment Data:**

	<b>Wake County Public Schools</b>	<b>The Exploris School 18-19</b>	<b>The Exploris School 19-20</b>
Black	22.7%	10%	12%
Hispanic	18%	7%	7%
Asian	9.2%	2%	2%
Multi-racial	3.8%	5%	8%
Non-Hispanic White	45.8%	75%	71%
Other	.3%	1%	1%
Free and Reduced Lunch	32.2%	10.8%	12.7%

**Enrollment Data for 2019 - 2020:**

<b>Grade</b>	<b>Total # of students</b>
K	38
1	38
2	38
3	38
4	38
5	38
6	76
7	76
8	76
<b>TOTAL</b>	<b>456</b>

**Board Staff Rep-** Cori Greer-Banks**Staff Rep Volunteers for Board Committees**

Facilities – Leah Perry, Jeremy Franklin (parent and spouse of teacher)

Governance- Maggie Gargan, Jill Hemingway

Development – Michelle Duncan, Mary McWay, Leslie Payne, Deb Brown

Finance – Helen Elliston, Shannon Hardy

Education Excellence – Amanda Northrup

Equity and Diversity Subcommittee– Michelle Parkerson, Ashley Moser

## **Academic Update:**

Map Testing, and mClass Testing has started and will be continue through September.

Beginning of Grade Read to Achieve Testing was completed on 9/10/19 – 45% of students entering third grade this year were proficient as they entered the school year on the end of year curriculum test.

### 2018-19SY School Report Card Dates

October 10-22: LEA Preview Period #1

October 30: SRC Release #1

**Board volunteer for Outward Bound**– The 8<sup>th</sup> grade culminating project is participation in the NC Outward Bound program. The trip will be held April 13<sup>th</sup> – 17<sup>th</sup>. In addition to the 8<sup>th</sup> grade teachers we typically send one Board member volunteer and an additional staff member to help support the program. Please let me know if you are interested in attending.

## **Operations:**

### **Board approval is requested on the following contracts:**

- Charter Success Partners
- Outward Bound
- Bus Company for Outward Bound
- Board on Track- After requesting a discounted rate, our representative offered the following 3 options:
  1. 9,995 per year.- current plan
  2. \$9,250 per year, paid yearly with a two-year contract.
  3. **\$8,000 per year, paid yearly with a three-year contract. Recommended option.**

I would recommend moving forward with the three-year contract for Board on Track at \$8,000 per year which would save \$6,000 over the three year period.

### Fire Drills

Elementary School – 8/29/19, 9/16/19

Middle School – 8/29/19, 9/12/19

## **Finance:**

### 2019-2020 Budget Update

The Finance committee met to review the year to date expenditures and project future impacts. Based on YTD activity, we are projecting an end of year surplus of **\$8,177.43**. The balance sheet and income statement along with the YTD budget report are attached for your review.

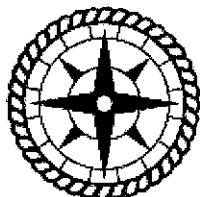


**Facilities:**

Theo and I have met/conferenced/visited properties with the following organizations and will discuss findings and updates at the Board meeting.

- Gordon Smith Stuart Cullinan – Treasuring Christ property
- Monica Cuneo – Envision Board - BB&T Bond Financing
- Lisa Gordon Stella – attorney – contract issues
- Donna Rascoe /Marshall Wells– attorney – contract issues
- Zac Vuncannon – The Fallon Group – Developer
- Brittany Bennett- Self Help – Financing
- Eliot Sheridan – Purchase - 3000 Wakefield Crossing. Living Arts College
- Robbie Farris- Rick Green – SFL&A, First Floor
- Jocelyn Wells – Hedgehog Holdings
- Ashley Dennis - Moseley Architects
- Stephen Kerlin -Terracon Consultants- Environmental Assessment

**The next Board meeting will be held on, October 29<sup>th</sup> at 4:30 pm at the Middle School.**



**NORTH CAROLINA  
OUTWARD BOUND SCHOOL**

**PROGRAM AGREEMENT**

This Program Agreement (hereinafter "Agreement") is made and entered into as of August 16, 2019 (hereinafter "Effective Date") by and between **North Carolina Outward Bound** a not-for-profit corporation having its principal place of business in Asheville, North Carolina, USA (hereinafter "NCOB") and **The Exploris School** having its principal place of business at 401 Hillsborough St, Raleigh, NC 27603 (hereinafter "Client").

**RECITALS**

WHEREAS, NCOB is a leader in experiential education that offers programs to inspire character development and self-discovery in people of all ages and walks of life through challenge and adventure.

WHEREAS, Client is an entity as described above desirous of cooperating with NCOB for the purpose of supporting the development, financing and/or execution of the experiential education program detailed herein.

WHEREAS it is the intention of NCOB and Client for NCOB to provide an experiential educational experience and for Client to encourage participation in the same in a good faith manner, at all times promoting the safety and well-being of all members of the team experience.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NCOB and Client agree as follows:

1. **INDEPENDENT CONTRACTOR**

NCOB and Client hereby agree and acknowledge that both are independent contractors and not acting as agents, employees, or franchises of each other. Neither party has any authority to, and will not create or assume any obligation, express or implied, on behalf of the other. NCOB shall be responsible for all taxes and payments concerning NCOB, its employees and representatives and Client shall be responsible for all taxes and payments concerning Client, its employees and representatives.

2. **OBJECTIVES OF NCOB**

NCOB will provide a program consistent with the terms outlined in the Program Contract attached hereto and incorporated herein by reference.

3. OBLIGATIONS OF CLIENT

Client will comply with the terms outlined herein and in the Program Contract.

4. ADDITIONAL PROGRAMS/SPECIFICATIONS

Any additional program and /or activity specific provisions requiring the compliance of NCOB and/or the Vendor are outlined in one or more Program Contract(s) attached hereto upon execution and incorporated herein by reference.

5. WARRANTIES

NCOB and Client hereby represent and warrant to each other that each party has full power and authority to enter into and perform this Agreement, without violating the terms of any other contract by doing so, and that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

6. INDEMNIFICATION

To the extent permitted by law, NCOB agrees to defend, indemnify and hold harmless Client and its Affiliates from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) brought by third parties resulting or relating to any bodily injury (including death) or damage to personal property to the extent caused by the negligence of NCOB.

The foregoing obligations are conditioned on the Client notifying NCOB promptly in writing of such action, the Client giving NCOB sole control of the defense thereof and any related settlement negotiations, and the Client cooperating and, at NCOB's reasonable request and expense, assisting in such defense.

To the extent permitted by law, Client agrees to defend, indemnify and hold harmless NCOB and its Affiliates from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) brought by third parties resulting or relating to any bodily injury (including death) or damage to personal property to the extent caused by the negligence of Client.

The foregoing obligations are conditioned on NCOB notifying the Client promptly in writing of such action, NCOB giving the Client sole control of the defense thereof and any related settlement negotiations, and NCOB cooperating and, at the Client's reasonable request and expense, assisting in such defense.

7. COMPLIANCE WITH LAWS

Each party represents and warrants that it will comply with all applicable laws, ordinances, regulations and other governmental requirements applicable to its respective businesses and to the provision and receipt of services pursuant to this Agreement.

8. INSURANCE REQUIREMENTS



North Carolina Outward Bound warrants that it will maintain comprehensive general liability insurance issued by an A+ rated insurer in an amount not less than \$ 1,000,000.00 AND comply with any additional insurance requirements identified in the Program Agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. ENTIRE AGREEMENT

This Agreement supersedes all prior and contemporaneous communications, understandings and agreements of or between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties hereto with respect to the transaction contemplated herein.

11. AMENDMENTS

This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

12. ENFORCEMENT

The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter.

13. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of only the parties hereto and neither party may assign any of its rights or obligations hereunder without the consent of the other.

14. SEVERABILITY

The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

16. COPIES

It is agreed that copies of this Agreement, and all documents referenced herein, shall have the same force and effect as originals.

17. NOTICES

Any Notice provided for herein shall be in writing and shall be deemed to have been given when received by personal delivery or United States certified mail, return receipt requested, addressed as follows:

If to NCOB: Whitney Montgomery  
Executive Director  
North Carolina Outward Bound  
2582 Riceville Road  
Asheville, NC 28805

If to Client: The Exploris School  
401 Hillsborough St  
Raleigh, NC 27603

Notice of a change in name and/or address by either party to the information referenced above shall be in writing and provided in accordance the provisions of this Notice section.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

North Carolina Outward Bound

CLIENT: The Exploris School

Name (print): Whitney Montgomery

Name (print): Ellie Schollmeyer

Signature: 

Signature: 

Title: Executive Director

Title: Executive Director



**RETURN**

**Program Contract: The Exploris School  
5-Day North Carolina Mountains Course  
Dates: 4/13/2020 - 4/17/2020**

**Participants**

Number of crews (groups) . . . . . 6 crew(s) of 10 to 12 participants per crew  
 Number of paid participants . . . . . 60 minimum paying participants not to exceed 72

**Accompanying Educators**

North Carolina Outward Bound values educators and their role in transferring the Outward Bound experience back to the classroom. The Exploris School (herein after referred to as Client) may include one educator per crew at no charge. **This offer allowing an accompanying educator to attend free of charge will apply ONLY if the minimum participant numbers are met or exceeded.** The total number of Client participants per crew (including accompanying educators) cannot exceed 12.

**Tuition and Deadlines**

Cost per participant	\$850.00
1 – 60 participants \$51,000.00 minimum tuition (non-refundable and non-transferable)	
61 - 72 participants an additional \$850.00 per participant will be added to the minimum tuition.*	
Scholarship	\$10,000.00 (2 <sup>nd</sup> year of 3 year offer)
Total due after scholarship applied	\$41,000.00
35 % deposit	\$14,350.00 <b>Due 11/18/2019</b>
Minimum Tuition Balance and Participant Paperwork	\$26,650.00 <b>due 1/13/2020</b>

**\*INVOICE**

On 4/6/2020 (1 week prior to course start), the North Carolina Outward Bound School will confirm the expected number of participants. If this number exceeds 60, the North Carolina Outward Bound School will invoice Client for those additional participants. NCOBS pre-course planning must include all expected participants.

**Deadlines**

Please note the deadlines for the signed Program Contract, Program Agreement, tuition deposit, participant paperwork and balance of tuition. Meeting deadlines enables North Carolina Outward Bound to efficiently plan the course details based on the content of the participant paperwork. If deadlines are not met, the Client's course status will be listed as STAND BY and the course dates will be made available to other Clients. Therefore, it is imperative to communicate any delays to your Student Services Representative.

**Contract Revisions**

- The contract reflects the minimum number of participants and crews as defined by the Client.
- After the Client signs and submits this Program Contract, the number of crews listed cannot be decreased.
- Should NCOBS receive the signed Program Contract prior to contract due date, NCOBS will accept as commitment for minimum number of participants/crews and will follow our *Cancelation Policy*.
- Should the Client wish to increase the number of crews, call the Student Services Department at 1-800-924-5497 by **11/18/2019** to discuss feasibility of request. If a revision is possible, a new contract or contract addendum may be issued and course costs may be affected.

**Cancelation Policy**

- This policy is based on our investment in staffing, course planning, food and equipment purchases. North Carolina Outward Bound's goal is to keep tuition prices comparable to delivery costs.
- The signed Program Contract commits the Client to pay the minimum tuition listed.

**A. Minimum Participants and Tuition**

If the Client's participant numbers drop below the Client's contracted minimum number, Client remains financially responsible for the minimum tuition listed on this Program Contract. Unexpected or unforeseen situations may cause the group size to drop below the contracted minimum number. These situations include, but are not limited to:

1. lower than expected enrollment (due to competition with other student opportunities, parental decision not to send student, schedule changes, family obligations);
2. medical illness / accident / injury/ family emergency prior to course start;
3. North Carolina Outward Bound reserves the right to deny a participant based on medical, psychological or behavioral circumstances. (Refer to "Unapproved Participants")

**Due to these unexpected or unforeseen situations, North Carolina Outward Bound encourages Client to establish a participant wait list.**

**B. Refunds**

The minimum tuition is non-refundable and non-transferable.

North Carolina Outward Bound will issue a refund to the Client (not individuals) if the following criteria are met:

1. after the cancelation (for any reason), the minimum participant numbers are still met, and
2. the cancelation (for any reason) occurs more than 1 week prior to course start (see \*INVOICE).



**RETURN**

**Unapproved Participants**

If North Carolina Outward Bound denies a participant based on medical, psychological or behavioral circumstances, the Client will be issued a refund ONLY if:

1. the participant's paperwork was submitted to North Carolina Outward Bound by the due date on the Program Contract;
2. the minimum contracted number of participants is met AFTER the participant is denied; and
3. the follow up and decision regarding participation is made at least 1 week prior to course start (see \*INVOICE).

**Early Departures**

There will be no refund or credit issued for early departures. NCOBS will invoice CLIENT for any costs related to a participant's evacuation. Based on the program area, cost of evacuation could exceed \$400.

- **Medical**  
North Carolina Outward Bound wilderness instructors are trained professionals and risk management is our top priority. Should an accident or injury occur on course and a participant be removed from the field, the Client's representative will be notified. In the event that this representative is an active course participant, another school representative and the parents or emergency contact will be notified.
- **Motivational/Behavioral**  
If a participant poses a risk to themselves or others during the course due to motivational or behavioral issues, North Carolina Outward Bound reserves the right to remove that participant from the course and (possibly) from North Carolina Outward Bound property. Should that be the case, North Carolina Outward Bound will notify the Client to begin travel arrangements.  
  
Failure to disclose complete medical information could result in serious harm to the participant and crew members. If the participant arrives at course start with a pre-existing medical, behavioral or psychological condition not indicated on the medical form, the participant will be removed from course.

**C. Course Cancellation**

Should Client cancel after the signed contract has been returned to NCOBS, North Carolina Outward Bound will retain all tuition paid. Cancellation includes Client not being able or willing to meet agreed upon course dates. Should North Carolina Outward Bound cancel the course due to extreme weather conditions or lack of access to wilderness areas, North Carolina Outward Bound will attempt to re-schedule the course or will refund all tuition to Client (not individuals).

**Transportation**

Client and/or the participants are responsible for providing transportation to and from the course start/end location. In the event that Client is traveling by air, shuttle transportation can be provided for an additional cost. Please call the Student Services Department within 60 days of course start to make arrangements.

**Food and Equipment**

North Carolina Outward Bound will furnish all food and equipment. Participants and/or Client are responsible for payment of lost equipment and equipment damaged beyond normal wear and tear. North Carolina Outward Bound is not responsible for any lost or damaged personal gear. Participants will be expected to provide their personal clothing. A clothing list is included with the participant preparation information.

**Medical Screening**

Forms received after the deadline may not be accepted. Each participant's position on course is confirmed only after approval by our Medical Screener.

**Liability Insurance**

The North Carolina Outward Bound School has liability insurance.

**Health and Accident Insurance**

Should a participant require medical treatment while at Outward Bound, the medical facility will file a claim with the participant's insurance company. Therefore, North Carolina Outward Bound requires participants with health insurance coverage to submit a front and back copy of their health insurance card. Should a participant receiving medical treatment not be covered by health insurance, the medical facility will forward the bills directly to the participant's family. For this reason, North Carolina Outward Bound encourages uninsured participants to purchase a short-term health insurance plan. Lack of health and accident insurance does not preclude a participant's attendance.

**Instruction**

North Carolina Outward Bound instructors will be responsible for planning and implementing all program components.

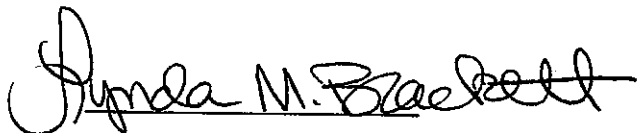
*Synda M. Brackett*  
 \_\_\_\_\_  
 North Carolina Outward Bound School  
 \_\_\_\_\_  
 The Exploris School

September 4, 2019  
 \_\_\_\_\_  
 Date  
 9/6/19  
 \_\_\_\_\_  
 Date

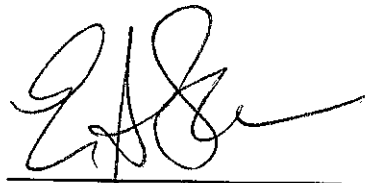
*The mission of North Carolina Outward Bound is changing lives through challenge and discovery. Outward Bound has been the pioneering leader of wilderness-based experiential education since its inception in 1941. This Program Contract is our commitment to deliver a quality experience. North Carolina Outward Bound is a tax-exempt, non-profit 501(c)3 organization.*

**Addendum to Program Contract Between  
North Carolina Outward Bound School and The Exploris School**

No indebtedness of any kind incurred or created by a charter school shall constitute an indebtedness of the State of North Carolina and/or its political subdivisions, and no indebtedness of a charter school shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina and/or its political subdivisions. Both parties agree to indemnify and hold harmless the State of North Carolina for any indebtedness related to this engagement.



NCOBS



The Exploris School

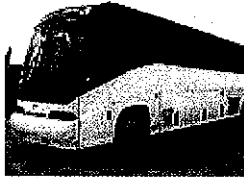
9.4.19

Date

9/6/19

Date





### First Class Tours Inc.

4110 North Patterson Ave.  
Winston-Salem, NC 27105 Buses Are Not Medically Equipped  
Phone: (336) 682-6551  
(336) 362-2697

Email: [Firstclassbustours@gmail.com](mailto:Firstclassbustours@gmail.com)  
Website: [www.firstclasstoursnc.com](http://www.firstclasstoursnc.com)

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<b>Contract Number:</b>	04/13-17/2020	<b>Date of Contract:</b>	09/16/2019
<b>Date of Trip:</b>	04/13-17/2020	<b>Coach:</b>	56

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**Contact Name:** Shannon Hardy  
**\*\*Phone Number:** 919-274-8880  
**\*\*Email Address:** SHardy@Exploris.Org

**Driver Requested**

**\*\*\*\*\*Itinerary Required\*\*\*\*\***

**Note: Your itinerary must contain the complete departure and destination addresses. Itinerary must be in compliance with D.O.T (department of transportation) rules. Thank you**

**Departure Time:** Itinerary Required  
**Return Destination Time:**

**Itinerary Given:** Yes \_\_\_ No \_\_\_ \*\*Shuttle Details Listed on Page: 5 of 6 \*\*

**Departure address:** 4500 Western Blvd, Raleigh, NC 27606

**Destination:** 8172 Hwy. 181, Jonas Ridge, NC 28641

**DATE OF CONTRACT:** 09/16/2019

**Page:** 3 of 6

**Drivers shall not exceed more than 10 hours per day of driving time, with 14 on duty hour's total.**  
Gratuity not included in trip. Please pay directly to the driver. DRIVERS MUST HAVE SEPARATE ROOMS.  
ITINERARY IS SUBJECT TO CHANGE IF OVER ALLOTTED DRIVING TIME AND ON DUTY HOURS. IN THE EVENT YOUR GROUP LEAVE

LATER THAN PLANNED IT MAY AFFECT YOUR OTHER PLANNED TIME FOR STOPS. DEPENDING ON THE DRIVER HOURS ALLOWED FOR THE TRIP..SO PLEASE BE AWARE OF YOUR DEPARTURE TIME PLANNED AND ACTUAL TIME LEAVING. Please note you must purchase travel insurance for your cruise trips or purchase refundable tickets for shows or events to avoid cancellations and trip delays if you have a issue getting to cruise or trip on time.

Bus shall remain clean after trip is over to waive cleanup fee of \$100.00 not responsible for valuables on or off bus. \*\*\*\*\* No open cups on bus without lids\*\*\*\*\*

**ALL DEPOSIT'S PAID ARE NON REFUNDABLE, NON-TRANSFERABLE OR NO CREDIT APPLIED**

**\*\*\*\*\*Buses are Equipped with Free Wi-Fi and Cellular Phone Chargers\*\*\*\*\***

**Payment Information**

**Credit Card Fee is an Additional 2.9% Added to the Total Cost of Trip**

**Amount Applied:** \_\_\_\_\_

**Method of Payment:**  Debit  Credit  Cash  Check  
 Money Orders  Cashier Checks

**Debit/Credit Type:**  Visa  Master Card  American Express  Other

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **Security Code (Back of Card):** \_\_\_\_\_

**Account Holders Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Account Holders Signature of Authorization for Payment:** \_\_\_\_\_

**Date of Payment:** \_\_\_\_\_

**\*\*\*Not Paying Full Amount on Due Date Can Cancel Contract\*\*\***

Please call or email at least one day in advance to confirm the trip. Balance must be paid before or on due date.

Date of Contract: 09/16/2019

Page: 2 of 6

**\*ALL PAYMENTS ARE DUE IN FULL BEFORE SERVICES ARE RENDERED\***

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**Total Cost: \$2,800.00**

**\*\* (PLEASE NOTE IF YOU'RE PAYING WITH A CREDIT CARD YOU MAYBE CHARGED AN ADDITIONAL CC PROCESSING FEE OF 2.9%)**

**PLEASE NOTE THE TOTAL COST IS BASED ON THE INFORMATION GIVEN ON THE ORIGINAL CONVERSATION OF YOUR TRIP DESCRIPTION. AN ITINERARY IS REQUIRED FOR YOUR TRIP. YOUR TOTAL COST IS SUBJECT TO CHANGE BASED ON THE DETAIL OF YOUR ITINERARY CHANGES AFTER THE ORIGINAL QUOTED CONVERSATION.**

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**\*\*Rates are inclusive of applicable taxes. Rates are based upon vehicle availability. Additional hours will be charged at \$90.00 per hour. Parking fees and tolls are the responsibility of the customer. Payment is full is due 30 days prior to departure. For all credit or debit card transaction a 2.9% processing fee will be applied. To avoid processing fees; please mail checks (business or personal), cashier checks or money orders to: 4110 North Patterson Ave Winston-Salem, NC 27217**

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**(Drivers Gratuity is Greatly Appreciated)**

Rates are subject to adjustment. First Class Bus Tours (reserve the right) are allowed to adjust rates to match quoted quotes giving, via text, email, verbally or written for the purpose of preparing this contract.

**\*\*ALL DEPOSITS ARE NON-REFUNDABLE AND NON-TRANSFERABLE (NO CREDIT APPLIED TO OTHER SERVICE DATES OR BUS CHANGES)\*\***

**Total Cost: \$2,800.00**

**Deposit: \$280.00** ALL DEPOSIT'S PAID ARE NON REFUNDABLE, NON-TRANSFERABLE AND/OR NO CREDIT APPLIED

**Deposit Due Date: 09/22/2019**

**Balance Due By: 03/13/2020**

**Remaining Balance: \$2,525.00** REMAINING BALANCE FUNDS PAID ARE NOT REFUNDABLE DUE TO CUSTOMERS CANCELATION FOR ANY REASON. THESE FUNDS ARE TRANSFERABLE (based on buses availability) FOR UP TO 30 DAYS. AFTER 30 DAYS THE CREDIT APPLIED WILL EXPIRE AND NOT BE HONOR BY FIRST CLASS BUS TOURS!

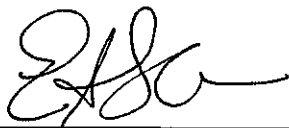
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**\*\*ALL PAYMENTS ARE DUE IN FULL BEFORE SERVICES ARE RENDERED. \*\*FAILURE TO MAKE FULL PAYMENT BY THE ESTABLISHED DATE WILL/MAY RESULT IN AN ADDITIONAL LATE FEE AND/OR TERMINATION OF THE SERVICE WITHOUT ANY REFUNDS OF ALL MONIES PAID INCLUDING DEPOSITS AND AGREED SCHEDULED PAYMENTS. BALANCE DUE PAYMENTS ARE NOT REFUNDED, NOT TRANSFERABLE, AND ARE NOT CREDITED TOWARDS ANY OTHER SERVICES. ALL PAYMENTS MADE AFTER THE DUE DATE WILL BE CHARGED AN ADDITIONAL .05% TO THE TOTAL COST OF THIS SERVICE AGREEMENT (LATE FEE). FCBT RESERVE THE RIGHT TO REFUSE ANY TRIP PAID AFTER THE BALANCE DUE DATE HAS EXPIRED. THE DEPOSIT WILL NOT BE REFUNDED IF PAID.**



Prices good with fuel prices not exceeding \$4.95 per gallon

Page: 4 of 6



Date of Contract: 09/16/2019

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

Date: 9-16-19

Company Representative: *Michael Funderburk*

Date: 09/16/2019

*"No indebtedness of any kind, incurred or created, by the charter school shall constitute an indebtedness of the State or its political subdivisions and no indebtedness of the charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions" (NCGS 115C-238.29H(al)).*

PLEASE NOTE, ...ALL CRUISE TRAVEL WILL NEED ITINERARY FOR BREAKFAST STOPS THERE CAN NOT BE A 1 HOUR SIT DOWN DINNER ON RETURN TRIPS FROM CRUISE UNLESS YOU WANT TO PAY ADDITIONAL FEES FOR A 2<sup>ND</sup> DRIVER TO RELAY THE BUS IN OVER OUR PLANNED SCHEDULE. Fee is normally 350.00 more. TRAVELING BACK HOME MUST BE A STOP AND GO MEAL. ON ALL CRUISE RETURNS. IF YOU USE THE 31 PASSENGER MINI BUS FOR A CRUISE, PLEASE NOTE YOUR LUGGAGE MUST BE 1 STORAGE AND 1 CARRY ON.. LUGGAGE SPACE IS LIMITED ON OUR SMALLER BUSES SO PLEASE KEEP IN MIND WHEN BOOKING A SMALL MINI BUS. FOR CRUISE TRIPS AND OTHER LONG DISTANCE TRAVEL.

Trips can be cancelled (reserves the right to cancel trips) by First Class Tours due to unforeseen situations which will be full reimburse. (Inclement weather, mechanical failure and etc.) FCBT will not be responsible to provide any additional or substitute transportation to/for the chartering party and group.

Bus shall remain clean after trip is over to waive cleanup fee of \$100.00. Not responsible for valuables on bus unless given directly to driver to. \*\*\*\*\* No open cups on bus without lids\*\*\*\*\*

Chartering party assumes responsibility for passenger mishaps, which include vandalism, property damage and excretion of bodily fluids.

Credit card payments accepted with a 2.9% added to the amount for Credit cards accepted by Chase Bank. Full balance due by payment due date, if not contract can be null and void by F.C.T. PAYMENTS MADE AFTER THE GRACE PERIOD OF DUE DATE MUST BE PAID BY CASH OR CERTIFIED FUNDS.

Cancellations are non refundable. Tolls, Hotel accommodations parking, city fees cab fee for driver for parking is to be paid by the charter party using the service of First Class Tours if applicable as contract. Prices are subject to change based on fuel cost exceeding \$4.95 per gallon noted. On cruises all fees included unless noted in contract, drivers room inclusive in contract and parking and tolls for cruises only unless noted.. We at First Class Tours allow for extra load and departure times for the convenience of First Class tours for cruises. We apologize for any inconvenience but we need ample time for scheduling, traffic, and miscellaneous. This is part of on time duty for drivers which can't exceed 14 hours per day.

First Class Tours is not responsible for any inconvenience caused by late arrivals and or departure of passengers or change of schedule by the chartered party. First Class Tours will not be responsible for any delays caused due to sickness, machinery breakdown, weather or any cause beyond the control of First Class Tours. First Class Tours will make all efforts to get the chartered party to the destination, by hiring another charter or getting the bus fixed to make the trip successful. If chartered party desires additional services other than those specified in the initial contract, the chartered party agrees to pay for the additional services. This is a non smoking facility. In the event a breakdown occurs First Class will attempt to repair break down in timely manner or send for backup transportation and no money or credit will be given for mechanical breakdowns. Additional break down back up service will be provided at the expense of FCBT. If group needs additional days past contract, additional fees

of \$350.00 per day plus drivers pay rate and hotel fees applies and must be paid before departure back to original destination. FCT is not responsible for late ships or planes coming in a day late.

**\*\*Shuttle Details\*\***

**Date of Contract:** 09/16/2019

**Pick up: EXPLORIS SCHOOL**

We need buses on two separate days.

- Monday (4/13) 6:45 am - 11am. One way from Raleigh to Brown Mt. Overlook just north of Morganton, NC
- Friday (4/17) 12pm- 4:30pm. One way from Brown Mt. Overlook just north of Morganton, NC back to Raleigh.

**DEPART -April 13, Monday**

Directions to Brown Mtn. Overlook from Raleigh

6:45 am Load

Depart 7:00am

Leave: 4500 Western Blvd, Raleigh, NC 27606 (K-Mart parking lot)

Drive 209 miles to 8172 Hwy. 181, Jonas Ridge, NC 28641 (north of Morganton 28655), AKA Brown Mountain

Overlook on Hwy. 181

3.5 hr driving time (4 hours)

189 miles: Raleigh to Morganton (3 hrs)

20 miles: Morganton to Brown Mt. Overlook (31 min)

*Stop at Davie County, I-40 westbound Rest Area, Advance, NC 27006 (20 min)*

**RETURN - April 17, Friday**

12pm

12:45 Lunch

Stop for lunch at Wendy's and Bojangles 900 N. Green St., NC, 28655 (Wendys is at 904 N. Green St. right next door.) Bo 828-439-8741/Wendys 828-437-5994

Depart from lunch by 1:30pm.

Return by 4:30 - 5:30pm.

*Optional if no bathroom on bus.*

*Stop at Alamance County, I-85/I-40 Rest Area, Burlington, NC*

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Yes \_\_\_ No \_\_\_

If Yes Amount of Additional Shuttles: \_\_\_\_\_

\*\*\*\*If additional shuttles are required, contract locations or any other information on this contract changes "First Class Tours Inc." reserve the right to alter this contract.\*\*\*\*

By signing this contract with "FIRST CLASS TOURS" I acknowledge reading, agreeing and fully understand the contents of the terms and conditions of this contract.

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Clients Name:  \_\_\_\_\_

Date: 9/16/19

Page: 6 of 6

Company Representative: *Michael Funderburk*

Date: 09/16/2019

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For questions please contact our customer service center. We appreciate your business.


Thank you,

Bonnie Goods  
Customer Service Rep.  
(336) 362-2697

# Cover Sheet

## Finance

**Section:** II. Executive Director Report  
**Item:** B. Finance  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 03. Board Report 2019.08 Exploris.pdf  
05. Income Statement 2019.08 Exploris.pdf  
06. Balance Sheet 2019.08 Exploris.pdf

		<h1 style="text-align: center;">Exploris</h1> <h2 style="text-align: center;">Budget Analysis Report</h2> <p style="text-align: center;">Fiscal Year: 2020   8/01/2019 - 8/31/2019</p>					
Account	Budget	Period Activity	YTD Activity	Remaining Budget	% Used	EOY Projection	
<b>Revenues</b>							
STATE REVENUE	2,654,798.88	325,312.54	525,312.54	2,129,486.34	19.79	2,654,798.88	
LOCAL REVENUE	1,323,700.48	6,172.34	6,197.72	1,317,502.76	0.47	1,324,145.55	
NCACCESS GRANT REVENUE	142,000.00	0.00	0.00	142,000.00	0.00	142,000.00	
FEDERAL REVENUE	75,000.00	0.00	0.00	75,000.00	0.00	70,632.00	
FOUNDATION REVENUE	6,500.00	0.00	0.00	6,500.00	0.00	8,900.00	
B&A CARE REVENUE	90,000.00	650.00	650.00	89,350.00	0.72	90,000.00	
FIELD TRIP REVENUE	3,549.00	2,140.00	7,140.00	(3,591.00)	201.18	14,099.76	
<b>Revenues</b>	<b>4,295,548.36</b>	<b>334,274.88</b>	<b>539,300.26</b>	<b>0.00</b>	<b>12.55</b>	<b>4,304,576.19</b>	
<b>Expenses</b>							
Account	Budget	Period Activity	YTD Activity	Remaining Budget	% Used	EOY Projection	
SALARIES AND BONUSES	2,632,923.58	220,533.07	401,919.60	2,231,003.98	15.27	2,632,923.58	
BENEFITS	632,687.13	47,259.79	87,824.17	544,862.96	13.88	632,687.13	
BOOKS AND SUPPLIES	70,785.00	1,220.13	7,641.58	63,143.42	10.80	70,957.33	
TECHNOLOGY	80,100.00	1,566.08	7,510.08	72,589.92	9.38	80,100.00	
NON-CAP EQUIPMENT & LEASES	20,300.00	231.96	231.96	20,068.04	1.14	20,300.00	
CONTRACTED STUDENT SERVICES	75,500.00	0.00	0.00	75,500.00	0.00	75,500.00	
FIELD TRIPS	4,300.02	0.00	11,000.76	(6,700.74)	255.83	15,849.78	
STAFF DEVELOPMENT	11,000.00	417.40	567.40	10,432.60	5.16	11,000.00	
ADMIN SERVICES	79,650.00	5,326.45	16,696.45	62,953.55	20.96	85,550.00	
INSURANCES	39,000.00	4,755.85	10,218.65	28,781.35	26.20	33,355.40	
FACILITIES	455,583.28	29,080.00	92,724.30	362,858.98	20.35	459,176.34	
B&A CARE	36,032.84	0.00	0.00	36,032.84	0.00	36,032.84	
VARIOUS GRANTS - NCACCESS	142,000.00	0.00	5,006.00	136,994.00	3.53	142,000.00	
VARIOUS GRANTS-CASMT	0.00	0.00	966.36	(966.36)		966.36	
<b>Expenses</b>	<b>4,279,861.85</b>	<b>310,390.73</b>	<b>642,307.31</b>	<b>0.00</b>	<b>15.01</b>	<b>4,296,398.76</b>	
<b>SURPLUS/(DEFICIT)</b>	<b>15,686.51</b>	<b>23,884.15</b>	<b>(103,007.05)</b>			<b>8,177.43</b>	



09/10/2019  
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# THE EXPLORIS SCHOOL

## Income Statement

**Fiscal Year: 2020 Month: August**

**Include Fund(s): 1, 2, 3, 5**

Fund		Beg. Balance	MTD Actual	YTD Actual
<b>Fund 1</b>				
<b>Revenue</b>				
	1.3100.016.000.000.000.00	Rev - Summer Reading - 016	0.00	8,843.53
	1.3100.036.000.000.000.00	Rev - Charter Schools	200,000.00	516,469.01
<b>Revenue Total:</b>			<b>200,000.00</b>	<b>325,312.54</b>
<b>Expense</b>				
	1.5110.036.121.000.000.00	Salary - Teacher	105,543.31	139,695.11
	1.5110.036.135.000.000.00	Salary - Instructional Facilitator	2,250.00	4,549.00
	1.5110.036.142.000.000.00	Salary - Teacher Assistant	8,768.62	7,704.90
	1.5110.036.162.000.000.00	Substitute Pay	0.00	0.00
	1.5110.036.183.000.000.00	Salary - Bonus	0.00	0.00
	1.5110.036.211.000.000.00	ER's Social Security Cost	8,262.48	10,267.61
	1.5110.036.229.000.000.00	ER's Other Retirement Cost	2,434.43	2,635.01
	1.5110.036.229.100.000.00	ER's Other Retirement Cost- CONTINGENCY	0.00	0.00
	1.5110.036.231.000.000.00	ER's Hospitalization Insurance	13,580.50	15,457.08
	1.5110.036.233.000.000.00	ER's Unemployment Insurance Co	0.00	0.00
	1.5110.036.234.000.000.00	ER's Dental Ins. Cost	178.72	151.33
	1.5110.036.235.000.000.00	ER's Life Ins. Cost	0.00	0.00
	1.5110.036.239.000.000.00	Other Ins. Cost	0.00	0.00
	1.5110.036.299.000.000.00	Long Term Disability	0.00	0.00
	1.5210.029.312.000.000.00	Workshop Expenses	0.00	322.40
	1.5210.036.121.000.000.00	Salary - EC Teacher	14,505.68	7,849.00
	1.5210.036.142.000.000.00	Salary - EC Teacher Assistant	7,227.50	7,227.50
	1.5210.036.211.000.000.00	ER's Social Security Cost	1,498.88	1,721.09
	1.5210.036.229.000.000.00	ER's Other Retirement Cost	108.42	108.42
	1.5210.036.231.000.000.00	ER's Hospitalization Insurance	3,519.23	3,372.41
	1.5210.036.234.000.000.00	ER's Dental Ins. Cost	50.26	50.26
	1.5330.036.121.000.000.00	Intervention Teacher	4,640.00	4,640.00
	1.5330.036.211.000.000.00	Intervention SS	326.48	326.49
	1.5330.036.229.000.000.00	Intervention Other Retirement	139.20	139.20
	1.5330.036.231.000.000.00	Intervention Hospitalization	541.42	541.42
	1.5330.036.234.000.000.00	ER' Dental	11.17	11.17

09/10/2019  
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Page 2 of 7

**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	
<b>Fund 1</b>					
	<b>Expense</b>				
	1.5350.016.121.000.000.00	Teacher - Summer Reading Camp	0.00	4,200.00	4,200.00
	1.5350.016.211.000.000.00	ER SS - Summer Reading Camp	0.00	4,043.54	4,043.54
	1.5350.016.229.000.000.00	Other Retirement	0.00	102.00	102.00
	1.5350.016.231.000.000.00	ER's Hospitalization Insurance	0.00	492.94	492.94
	1.5350.016.234.000.000.00	ER's Dental Ins. Cost	0.00	5.05	5.05
	1.5350.016.411.000.000.00	Supplies and Materials - 016	0.00	0.00	0.00
	1.5400.036.151.000.000.00	Salary - Office Personnel	11,260.00	11,112.50	22,372.50
	1.5400.036.211.000.000.00	ER's Social Security Cost	828.08	828.26	1,656.34
	1.5400.036.229.000.000.00	ER's Other Retirement Cost	250.30	239.62	489.92
	1.5400.036.231.000.000.00	ER's Hospitalization Insurance	1,082.84	1,082.84	2,165.68
	1.5400.036.234.000.000.00	ER's Dental Ins. Cost	22.34	22.34	44.68
	1.5410.036.114.000.000.00	Salary - Principal/Headmaster	9,441.67	9,441.67	18,883.34
	1.5410.036.211.000.000.00	ER's SS	711.37	711.37	1,422.74
	1.5410.036.229.000.000.00	ER's Other Retirement	283.25	283.25	566.50
	1.5410.036.231.000.000.00	ER's Hospitalization	541.42	541.42	1,082.84
	1.5410.036.234.000.000.00	ER's Dental	11.17	11.17	22.34
	1.5420.036.116.000.000.00	Salary - Assistant Principal	5,773.63	12,137.27	17,910.90
	1.5420.036.211.000.000.00	ER's SS	441.68	927.32	1,369.00
	1.5420.036.229.000.000.00	ER's Other Retirement	144.34	173.21	317.55
	1.5420.036.231.000.000.00	ER's Hospitalization	541.42	541.42	1,082.84
	1.5830.036.131.000.000.00	Guidance Counselor	5,154.45	5,154.45	10,308.90
	1.5830.036.211.000.000.00	ER SS	379.58	379.57	759.15
	1.5830.036.231.000.000.00	ER's Hospitalization	541.42	541.42	1,082.84
	1.5830.036.234.000.000.00	ER's Dental Insurance Cost	11.17	11.17	22.34
	1.6580.036.325.000.000.00	Contracted Repairs and Mainten	0.00	0.00	0.00
	1.6580.036.325.001.000.00	Contracted Landscaping	0.00	0.00	0.00
	1.6610.036.311.000.000.00	Contracted Services - Business	0.00	3,538.11	3,538.11
	1.6620.036.311.000.000.00	Contracted Services - HR	250.00	0.00	250.00
	1.6910.036.411.000.000.00	Supplies and Materials - Board	0.00	0.00	0.00
	1.6940.036.327.000.000.00	Building Rentals & Leases	16,348.90	16,348.90	32,697.80
	1.6940.036.327.001.000.00	Land Lease New Bern	5,150.00	5,305.00	10,455.00

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**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>
<b>Fund 1</b>				
	<b>Expense</b>			
	1.6940.036.327.002.000.00 Modular Lease	7,934.40	0.00	7,934.40
	<b>Expense Total:</b>	<b>240,689.73</b>	<b>284,945.21</b>	<b>525,634.94</b>
	<b>Change in Fund 1 Balance:</b>	<b>(40,689.73)</b>	<b>40,367.33</b>	<b>(322.40)</b>
<b>Fund 2</b>				
	<b>Revenue</b>			
	2.3250.036.000.000.000.00 Rev - Sales Tax	0.00	0.00	0.00
	2.4110.435.000.000.000.00 Rev - Durham County Schools	0.00	0.00	0.00
	2.4110.456.000.000.000.00 Rev - Johnston County Schools	0.00	3,699.00	3,699.00
	2.4110.456.000.001.000.00 Rev - Johnston County Sch PY	0.00	2,053.65	2,053.65
	2.4110.482.000.000.000.00 Rev - Pitt County Schools	0.00	0.00	0.00
	2.4110.502.000.000.000.00 Rev - Wake County Schools	0.00	0.00	0.00
	2.4211.036.000.906.000.00 Rev - Field Trips - 06	0.00	450.00	450.00
	2.4211.036.000.908.000.00 Rev - Field Trips - 08	0.00	1,690.00	1,690.00
	2.4211.036.000.930.000.00 Rev - Field Trips - Japan	5,000.00	0.00	5,000.00
	2.4430.036.000.000.000.00 Rev - Contributions	0.00	368.95	368.95
	2.4430.036.001.000.000.00 Rev - Annual Fund	0.00	0.00	0.00
	2.4450.036.000.001.000.00 Interest Income Reserve	25.38	50.74	76.12
	2.4490.690.000.001.000.00 Foundation Financial Reporting Contribution	0.00	0.00	0.00
	2.4490.690.000.002.000.00 Foundation Marketing Contribution	0.00	0.00	0.00
	2.4890.790.000.000.000.00 NCACCESS Grant	0.00	0.00	0.00
	2.4910.036.000.908.000.00 Fund Balance Allocation - 8th	0.00	0.00	0.00
	<b>Revenue Total:</b>	<b>5,025.38</b>	<b>8,312.34</b>	<b>13,337.72</b>
	<b>Expense</b>			
	2.5110.036.231.000.000.00 ER's Hospitalization Insurance	0.00	(1,061.79)	(1,061.79)
	2.5110.036.232.000.000.00 ER's Workers' Comp. Insurance	0.00	2,196.75	2,196.75
	2.5110.036.233.000.000.00 ER's Unemployment Insurance Co	2,275.35	0.00	2,275.35
	2.5110.036.235.000.000.00 ER's Life Ins. Cost	0.00	133.40	133.40
	2.5110.036.239.000.000.00 Other Ins. Cost	0.00	581.47	581.47
	2.5110.036.299.000.000.00 Long Term Disability	0.00	428.07	428.07

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**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	
<b>Fund 2</b>					
	<b>Expense</b>				
	2.5110.036.311.000.000.00	Contracted Services	0.00	0.00	0.00
	2.5110.036.311.901.000.00	Scholarships - KI-01	0.00	0.00	0.00
	2.5110.036.311.903.000.00	Scholarships - 02-03	0.00	0.00	0.00
	2.5110.036.311.905.000.00	Scholarships - 04-05	0.00	0.00	0.00
	2.5110.036.311.906.000.00	Scholarships - 06	0.00	0.00	0.00
	2.5110.036.311.907.000.00	Scholarships - 07	0.00	0.00	0.00
	2.5110.036.311.908.000.00	Scholarships - 08	0.00	0.00	0.00
	2.5110.036.312.000.000.00	Workshop Expenses	150.00	95.00	245.00
	2.5110.036.315.000.000.00	Reproduction Costs	0.00	231.96	231.96
	2.5110.036.326.000.000.00	Contracted Repairs - Equipment	0.00	0.00	0.00
	2.5110.036.333.905.000.00	Field Trips - 04-05	0.00	(643.82)	(643.82)
	2.5110.036.333.906.000.00	Field Trips - 06	900.00	0.00	900.00
	2.5110.036.333.930.000.00	Field Trips - Japan	10,100.76	0.00	10,100.76
	2.5110.036.361.000.000.00	Membership Dues and Fees	0.00	89.00	89.00
	2.5110.036.411.000.000.00	Supplies and Materials	5,981.98	1,640.35	7,622.33
	2.5110.036.411.100.000.00	Supplies and Materials - Kindergarten	0.00	0.00	0.00
	2.5110.036.411.101.000.00	Supplies and Materials - 1st Grade	0.00	0.00	0.00
	2.5110.036.411.102.000.00	Supplies and Materials - 2nd Grade	0.00	253.00	253.00
	2.5110.036.411.103.000.00	Supplies and Materials - 3rd Grade	0.00	0.00	0.00
	2.5110.036.411.104.000.00	Supplies and Materials - 4th Grade	0.00	0.00	0.00
	2.5110.036.411.105.000.00	Supplies and Materials - 5th Grade	0.00	0.00	0.00
	2.5110.036.411.106.000.00	Supplies and Materials - 6th Grade	0.00	0.00	0.00
	2.5110.036.411.107.000.00	Supplies and Materials - 7th Grade	0.00	0.00	0.00
	2.5110.036.411.108.000.00	Supplies and Materials - 8th Grade	0.00	439.56	439.56
	2.5110.036.411.113.000.00	Supplies and Materials - Explorations	0.00	0.00	0.00
	2.5110.036.411.114.000.00	Supplies and Materials - Connected World	0.00	0.00	0.00
	2.5110.036.418.000.000.00	Computer Software and Supplies	5,323.00	0.00	5,323.00
	2.5110.036.461.000.000.00	Non-Cap Inst. Equipment	0.00	0.00	0.00
	2.5110.036.462.000.000.00	Non-Cap Computer Hardware	0.00	0.00	0.00
	2.5110.559.312.000.000.00	Workshop Expense - CASMT	966.36	0.00	966.36

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**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	
<b>Fund 2</b>					
	<b>Expense</b>				
	2.5110.790.311.000.000.00	Instr Contracted Services - NCACCESS	0.00	0.00	0.00
	2.5110.790.312.000.000.00	Workshop - NCACCESS	5,006.00	0.00	5,006.00
	2.5110.790.411.000.000.00	Instr Supplies and Materials - NCACCESS	0.00	0.00	0.00
	2.5110.790.461.000.000.00	Instr Equipment - NCACCESS	0.00	0.00	0.00
	2.5110.790.462.000.000.00	Instr Computer Hardware - NCACCESS	0.00	0.00	0.00
	2.5210.036.311.000.000.00	Contracted Services - EC	0.00	0.00	0.00
	2.5210.036.312.000.000.00	Workshop Expenses	0.00	0.00	0.00
	2.5210.036.317.000.000.00	Contracted Psychological Servi	0.00	0.00	0.00
	2.5210.036.411.000.000.00	Supplies and Materials	0.00	0.00	0.00
	2.5240.036.318.000.000.00	Contracted Services - Speech	0.00	0.00	0.00
	2.5330.036.411.000.000.00	Supplies and Materials - Intervention	0.00	0.00	0.00
	2.5400.036.211.000.000.00	ER's Social Security Cost	382.49	0.00	382.49
	2.5400.036.343.000.000.00	Telecommunications Services	0.00	0.00	0.00
	2.5400.036.361.000.000.00	Membership Dues and Fees	162.00	0.00	162.00
	2.5400.036.411.000.000.00	Supplies and Materials - Offic	187.94	123.23	311.17
	2.5400.036.418.000.000.00	Computer Software and Supplies	621.00	16.08	637.08
	2.5400.036.459.000.000.00	Food Purchase - Office	0.00	40.22	40.22
	2.5400.036.461.000.000.00	Non-Cap Furniture and Equipmen	0.00	0.00	0.00
	2.5400.036.462.000.000.00	Non-Cap Computer Hardware	0.00	0.00	0.00
	2.5400.502.471.000.000.00	S/T - Wake County	89.53	184.77	274.30
	2.5400.790.411.000.000.00	Support Supplies and Materials - NCACCESS	0.00	0.00	0.00
	2.5501.036.411.000.000.00	Supplies and Materials - Athle	0.00	0.00	0.00
	2.5502.036.411.000.000.00	Supplies and Materials - Arts	0.00	0.00	0.00
	2.5504.036.411.000.000.00	Supplies and Materials - Music	0.00	0.00	0.00
	2.5830.036.411.000.000.00	Supplies and Materials - Counselor	0.00	0.00	0.00
	2.5840.036.411.000.000.00	Health - Supplies and Materials	0.00	0.00	0.00
	2.5850.036.345.000.000.00	Security Monitoring	92.80	82.20	175.00
	2.6400.036.311.000.000.00	Contracted Services - Technolo	0.00	0.00	0.00
	2.6510.036.341.000.000.00	Telephone	396.60	0.00	396.60

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**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	
<b>Fund 2</b>					
	<b>Expense</b>				
	2.6510.036.342.000.000.00	Postage	0.00	0.00	0.00
	2.6530.036.321.000.000.00	Utilities - Electrical Service	1,486.18	0.00	1,486.18
	2.6530.036.323.000.000.00	Utilities -Water and Sewer	292.84	180.95	473.79
	2.6540.036.311.000.000.00	Contracted Services - Custodi	2,100.00	2,100.00	4,200.00
	2.6540.036.411.000.000.00	Supplies and Materials	192.28	605.89	798.17
	2.6570.036.526.000.000.00	Architects Fees	0.00	3,593.06	3,593.06
	2.6580.036.325.001.000.00	Contracted Landscaping	75.00	75.00	150.00
	2.6580.036.325.002.000.00	Contracted Pest Control	80.00	0.00	80.00
	2.6580.036.325.003.000.00	Contracted Maint- Fire Inspect	0.00	2,530.95	2,530.95
	2.6580.036.422.000.000.00	Repair Parts and Materials	0.00	785.00	785.00
	2.6610.036.311.000.000.00	Contracted Services - Business	7,620.00	(913.11)	6,706.89
	2.6610.036.362.000.000.00	Bank Service Fees	0.00	170.50	170.50
	2.6610.036.371.000.000.00	Liability Insurance	0.00	0.00	0.00
	2.6610.036.371.001.000.00	Commercial Umbrella	0.00	5,305.50	5,305.50
	2.6610.036.376.000.000.00	International Travel Insurance	0.00	0.00	0.00
	2.6610.036.378.000.000.00	Scholastic Accident Insurance	5,462.80	(2,746.40)	2,716.40
	2.6610.790.371.000.000.00	Support Liability Insurance - NCACCESS	0.00	0.00	0.00
	2.6620.036.311.000.000.00	Contracted Services - Personne	0.00	0.00	0.00
	2.6920.036.311.000.000.00	Contracted Legal Services	0.00	0.00	0.00
	2.6930.036.311.000.000.00	Contracted Audit Services	3,500.00	0.00	3,500.00
	2.6940.036.327.000.000.00	Building Rentals & Leases	16,348.90	0.00	16,348.90
	2.6940.036.327.001.000.00	Land Lease New Bern	5,150.00	0.00	5,150.00
	2.6940.036.327.002.000.00	Modular Lease	0.00	0.00	0.00
	2.6940.036.332.000.000.00	Travel - Parking	62.00	4.00	66.00
	2.6940.790.311.000.000.00	Support Contracted Services - NCACCESS	0.00	0.00	0.00
	2.6940.790.311.001.000.00	Support Cont Serv Recruitment Tools - NCACCESS	0.00	0.00	0.00
	2.6940.790.311.002.000.00	Support Cont Serv Translation - NCACCESS	0.00	0.00	0.00
	2.6940.790.312.000.000.00	Support Staff Dev - NCACCESS	0.00	0.00	0.00
	2.6950.036.313.000.000.00	Advertising Cost	0.00	0.00	0.00



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**THE EXPLORIS SCHOOL****Income Statement****Fiscal Year: 2020 Month: August****Include Fund(s): 1, 2, 3, 5**

<b>Fund</b>		<b>Beg. Balance</b>	<b>MTD Actual</b>	<b>YTD Actual</b>
<b>Fund 2</b>				
	<b>Expense</b>			
	2.6950.690.311.001.000.00 Foundation - The Center for Innovation Services	0.00	0.00	0.00
	<b>Expense Total:</b>	<b>75,005.81</b>	<b>16,520.79</b>	<b>91,526.60</b>
	<b>Change in Fund 2 Balance:</b>	<b>(69,980.43)</b>	<b>(8,208.45)</b>	<b>(78,188.88)</b>
<b>Fund 3</b>				
	<b>Revenue</b>			
	3.3600.060.000.000.000.00 Rev - IDEA VI-B - 060	0.00	0.00	0.00
	<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>			
	3.5210.060.121.000.000.00 Salary - EC Teacher	6,821.67	6,821.67	13,643.34
	3.5210.060.211.000.000.00 ER's Social Security Cost	490.18	484.45	974.63
	3.5210.060.229.000.000.00 ER's Retirement	145.90	145.90	291.80
	3.5210.060.231.000.000.00 ER's Hospitalization	812.13	812.13	1,624.26
	3.5210.060.234.000.000.00 ER Dental Insurance	16.76	16.76	33.52
	<b>Expense Total:</b>	<b>8,286.64</b>	<b>8,280.91</b>	<b>16,567.55</b>
	<b>Change in Fund 3 Balance:</b>	<b>(8,286.64)</b>	<b>(8,280.91)</b>	<b>(16,567.55)</b>
<b>Fund 5</b>				
	<b>Revenue</b>			
	5.4210.701.000.000.000.00 Rev - Before & After School	0.00	650.00	650.00
	<b>Revenue Total:</b>	<b>0.00</b>	<b>650.00</b>	<b>650.00</b>
	<b>Expense</b>			
	5.5350.701.178.000.000.00 Salary - B & A Care	0.00	0.00	0.00
	5.5350.701.211.000.000.00 ER's Soc Sec Cost - B & A Care	0.00	0.00	0.00
	5.5350.701.411.000.000.00 Inst. Supp & Materials - B & A	0.00	0.00	0.00
	5.7200.035.311.000.000.00 Contracted Services	0.00	0.00	0.00
	<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Change in Fund 5 Balance:</b>	<b>0.00</b>	<b>650.00</b>	<b>650.00</b>

**THE EXPLORIS SCHOOL****Balance Sheet****Fiscal Year: 2020 | Fiscal Month: August**  
**Include Funds: All**

<b>Assets</b>		
1.1010.000.000.000.000.00	Cash OP FCIT 6528	(5,710.02)
2.1010.000.000.000.000.00	Cash OP FCIT 6528	326,986.47
2.1011.000.000.000.000.00	Cash - Reserve	199,223.86
2.1020.000.000.000.000.00	Cash CK FCIT 4317	11,674.55
2.1120.000.000.000.000.00	Accounts Receivable - Local Go	(109,062.08)
2.1160.000.000.000.000.00	Accounts Receivable - Non-Gove	(22,374.31)
2.1180.000.000.000.000.00	Accounts Receivable - Employee	391.94
2.1611.000.000.000.000.00	Security Deposit	15,658.00
3.1010.000.000.000.000.00	Cash OP FCIT 6528	(16,318.68)
5.1010.000.000.000.000.00	Cash OP FCIT 6528	337,701.17
	<b>TOTAL Assets:</b>	<b>738,170.90</b>
<b>Liabilities</b>		
1.2010.000.000.000.000.00	Accounts Payable	(7,934.40)
1.2210.000.000.000.000.00	EEs' FICA Taxes - EFTPS	(431.04)
1.2230.000.000.000.000.00	Federal Withholding Taxes - EF	(283.91)
1.2240.000.000.000.000.00	State Withholding Taxes - NC E	(106.00)
1.2274.000.000.000.000.00	EEs' Dental Ins. Deductions	1,828.78
1.2278.000.000.000.000.00	EEs' Other Ins. Deductions	1,538.95
2.2010.000.000.000.000.00	Accounts Payable	(1,336.65)
3.2274.000.000.000.000.00	EEs' Dental Ins. Deductions	67.03
3.2278.000.000.000.000.00	EEs' Other Ins. Deductions	181.84
	<b>TOTAL Liabilities:</b>	<b>(6,475.40)</b>
<b>Reserves and Equity</b>		
2.2960.000.000.000.000.00	Fund Equity	502,023.96
5.2960.000.000.000.000.00	Fund Equity	337,051.17
	<b>TOTAL Reserves and Equity:</b>	<b>839,075.13</b>
	<b>NET GAIN (LOSS):</b>	<b>(94,428.83)</b>
	<b>TOTAL LIABILITIES / RESERVES / INCOME:</b>	<b>738,170.90</b>

# Cover Sheet

## Governance Committee

**Section:** IV. Standing Committee Updates  
**Item:** C. Governance Committee  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Exploris\_School\_Amdend\_Bylaws\_Amended\_March\_2017.pdf

**BYLAWS OF THE  
EXPLORIS SCHOOL**

**Adopted March 28, 2017**

**ARTICLE 1  
OFFICES**

**SECTION 1. PRINCIPAL OFFICE, REGISTERED OFFICE, OTHER OFFICES**

The principal office and the registered office of The Exploris School (the “Corporation”) are located at 401 Hillsborough Street 27603 in Wake County, State of North Carolina.

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors (as defined below) may, from time to time, designate.

**SECTION 2. CHANGE OF ADDRESS**

The designation of the county of the Corporation’s principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the state by noting the changed address and effective date, and such changes of address shall not be deemed, or require, an amendment of these Bylaws.

**ARTICLE 2  
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE 3  
LIMITATIONS ON ACTIVITIES**

No substantial part of the activities of this Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these Bylaws, this Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal

income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Notwithstanding any other provisions of these Bylaws, at any time during which it is deemed a “private foundation” as that term is defined by Section 509 of the Code, or the corresponding provisions of any subsequent federal tax laws, the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, or the corresponding provisions of any subsequent federal tax laws; the Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, or the corresponding provisions of any subsequent federal tax laws; the Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code, or the corresponding provisions of any subsequent federal tax laws; the Corporation shall not make any investments in such manner as to subject the Corporation to the tax under Section 4944 of the Code, or the corresponding provisions of any subsequent federal tax laws; and the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code, or the corresponding provisions of any subsequent federal tax laws.

## **ARTICLE 4**

### **PAYMENTS AND DISSOLUTION PROVISIONS**

#### **SECTION 1. PAYMENTS**

No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that this Corporation shall be authorized and empowered to pay reasonable compensations for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 9.

#### **SECTION 2. 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 to the local education authority, Wake County Public Schools.

## **ARTICLE 5**

### **NONPROFIT PURPOSES**

#### **SECTION 1. CODE SECTION 501(c)(3) PURPOSES**

This Corporation is organized exclusively for one or more purposes as specified in Section 501(c)(3) of the Code, including for such purposes, distributions to organizations that

qualify as exempt organizations under Section 501(c)(3) of the Code.

## SECTION 2. STATEMENT OF PURPOSE

The organizational purpose of the Corporation is to be a public charity which will operate and support The Exploris School, a North Carolina charter school pursuant to N.C. Gen. Stat. Section 115C-238.29A et seq.

In furtherance, but not in limitation, of the foregoing charitable purposes, the Corporation shall:

(a) Accept, hold, invest, reinvest, and administer any gifts, grants, bequests, devises, benefits of trusts, and property of any sort, without limitation as to value or amount, and apply the income and principal thereof, as the Corporation's board of directors may from time to time determine; and

(b) Alone or in cooperation with other persons, organizations, or institutions, conduct any and all other activities and do any and all acts and things which may be necessary, useful, suitable, or proper in connection with or for the furtherance, accomplishment, or attainment of such purposes as are lawful for a corporation formed under the North Carolina Nonprofit Corporation Act and for a corporation which qualifies for tax-exempt status under Sections 501(c)(3) and 501(a) of the Code.

## SECTION 3. SPECIFIC OBJECTIVES

The specific objectives of the Corporation shall be:

(a) To operate and support one charter school (the "School") pursuant to N.C. Gen. Stat. Chapter 115C Article 16 Part 6A, commonly known as the Charter Schools Act of 1996;

(b) To work in mutual cooperation with any other nonprofit corporations, North Carolina state organizations such as museums, and associations of individuals in furtherance of the purposes of this Corporation; and

(c) To expand and re-define its charitable educational programs from time to time as necessary to meet the continuing challenge of its purposes.

## **ARTICLE 6 DIRECTORS**

Pursuant to the Articles of Incorporation and Section 55A-8-01 of the North Carolina Nonprofit Corporation Act (the "Act"), all corporate powers shall be exercised by a board



of directors.

#### SECTION 1. NUMBER OF DIRECTORS

The Corporation shall have at least seven (7) and no more than fifteen (15) directors and collectively they shall be known as the Board of Directors. The number of directors shall be determined from time to time by resolution of the Board of Directors as to the specific need for directors to accomplish the purposes of the Corporation.

#### SECTION 2. POWERS OF DIRECTORS

Subject to the provisions of the Act and any limitations in these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation and the School shall be managed under the direction of, the Corporation's Board of Directors.

#### SECTION 3. COMPENSATION OF DIRECTORS

Directors, as such, shall serve on the board without compensation. The Board of Directors may provide for the payment of all expenses incurred by directors in attending meetings of the Board and reimbursement of expenses incurred on behalf of the Corporation.

#### SECTION 4. QUALIFICATIONS OF DIRECTORS

The Board of Directors shall be composed of the following persons:

(a) The director of the School shall serve as an ex-officio, nonvoting member of the Board of Directors.

(b) The chair or a delegate of the chair of the School's parent organization shall serve as an ex-officio, voting member of the Board of Directors.

(c) One member of the academic faculty of the School selected by the faculty shall serve as an ex-officio, nonvoting member of the Board of Directors.

(d) All other Directors shall be selected by the incumbent members of the Board of Directors as provided in Section 5 of this Article 6.

Directors shall be at least twenty-one (21) years of age, shall be a current resident of North Carolina, and shall hold at least a high school diploma or its equivalent. Any such qualified person seeking election to the Board of Directors, except for the ex-officio members

described in this Section 4, must submit to a reasonable screening process by the current Board of Directors, which may include the provision of a written statement of personal education philosophy. Board members shall comply with all local conflict of interest policies, NC laws and State Board of Education policies.

#### SECTION 5. ELECTIONS OF DIRECTORS AND TERM OF OFFICE

Those directors who are to be elected by the Board of Directors shall be so elected at the annual meeting of the Board of Directors to serve staggered three-year terms, with terms expiring on June 30 of each year and with at least one (1) but not more than five (5) Board seats expiring in any given year. The Board may elect members outside of the annual meeting by following the Board's process and elected by two-thirds (2/3) vote. The Board members shall determine who shall serve for one, two or three more years in order to establish staggered terms if necessary. Each director shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation, removal from office or death. Directors may serve a maximum of two successive terms.

#### SECTION 6. REMOVAL OR RESIGNATION

Any director may, by written notice to the Board, resign at any time. A director may be removed from the Board, without cause and at any time, upon three-fourths (3/4) vote of the other directors; provided that the director to be removed be provided at least ten (10) days written notice prior to such action.

#### SECTION 7. DUTIES OF DIRECTORS It shall be the duty of the Board of Directors to:

- (a) Register their addresses, email addresses and phone numbers with the Secretary of the Corporation, and notices of meetings mailed or telephoned or emailed to them at such mailing addresses, email addresses or telephone numbers shall be valid notices;
- (b) Meet at such times and places as required by these Bylaws;
- (c) Perform any and all duties imposed on them collectively or individually by law, or by these Bylaws.

#### SECTION 8. NONLIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

#### SECTION 9. REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held at least eight (8) times per year on days and times determined by resolution of the Board of Directors. Meetings shall be held at the principal office of the Corporation unless otherwise provided by the Board, or at such other place as may be designated from time to time by resolution of the Board of Directors. The Board of Directors shall designate one such regular meeting as its annual meeting of the Board of Directors. In addition, the Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings.

#### SECTION 10. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chair (as defined below). Such meetings shall be held at the principal office of the Corporation or, if different, at the place designated by the Chair. Calls for special meetings shall specify the time and purpose. No business other than that specified shall be considered.

#### SECTION 11. NOTICE OF MEETINGS

Notice to the public and to directors of all meetings shall be made in accordance with the North Carolina Open Meetings Law, N.C. Gen. Stat. § 143-318.9 et seq. The Board of Directors may adopt special notice procedures, as it deems necessary, subject to the requirements of the North Carolina Open Meetings Law.

#### SECTION 12. WAIVER OF NOTICE

Any director may waive notice of any meeting before or after the date and time stated in the notice. The waiver shall be in writing, signed by the director entitled to the notice and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to him or her unless the director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

#### SECTION 13. QUORUM FOR MEETINGS

A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a simple majority of the voting directors of the Board of Directors in office immediately before the meeting begins. Ex-officio members do not count towards the definition of a quorum. No business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

#### SECTION 14. MAJORITY ACTION AS BOARD ACTION

The affirmative vote of a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Act, the Articles of Incorporation, or these Bylaws require a greater percentage or different voting rules for approval of a matter by the Board.

If one or more directors present at a meeting abstain from voting on a particular motion before the Board, due to personal conflict of interest with the subject of the motion, then the remainder of the directors shall still constitute a quorum for that particular vote and a two-thirds majority of those voting shall be required to approve the motion.

## SECTION 15. CONDUCT OF MEETINGS

Meeting of the Board of Directors shall be presided over by the Chairperson of the Board (the "Chair"), who shall be the President of the Corporation unless another officer has been so designated. In the absence of that officer, the Vice Chair, if there is one, or a Chairperson chosen by a majority of the directors present at the meeting, shall preside over the meeting. The Secretary of the Corporation shall act as secretary of all meeting of the board, except that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the meeting.

All meetings of the Board of Directors and all committee meetings shall be conducted in accordance with the North Carolina Open Meetings Law, including the provisions thereof for closed sessions pursuant to N.C. Gen. Stat. § 143-318.11.

Board members may not vote on issues in which they have a conflict of interest, The Board's Conflict of Interest policy shall be reviewed and signed annually by all members. The Board's policy shall comply with the State Government Ethics Act, as amended from time to time.

## SECTION 16. VACANCIES OF DIRECTORS

Any vacancy occurring in the Board of Directors, including, without limitation, a vacancy resulting from the death, resignation or removal of any director, or from an increase in the number of directors, may be filled by the Board of Directors.

If the number of directors in office when a vacancy occurs is less than a quorum, a vacancy on the Board may be filled by approval of a two-thirds majority of the directors then in office or by a sole remaining director.

A person elected to fill a vacancy on the board shall hold office until the next election of the Board of Directors or until his or her death, resignation or removal from office or until his or her successor is appointed or elected.

## **ARTICLE 7 OFFICERS**

### **SECTION 1. NUMBER OF OFFICERS**

The officers of the Corporation shall be a President and Chair, a Vice Chair, a Secretary, and a Treasurer, and such other officers as may be appointed in accordance with the provision of Section 3 of this Article 7. The same individual may simultaneously hold more than one office in the Corporation, but no individual may act in more than one capacity where action of two or more officers is required.

### **SECTION 2. ELECTION, TERM OF OFFICE AND QUALIFICATIONS**

Each officer, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article 7, shall be elected by the Board at its annual meeting and shall hold office until the annual meeting of the Board held next after his election or until his death or until he shall resign or shall have been disqualified or shall have been removed from office. No person may be elected as President and Chair, Vice Chair, Secretary or Treasurer unless he or she is also a director. A person may be elected to successive terms as President Chair, Vice Chair, Secretary or Treasurer, provided that such person's term as director will not expire prior to the expiration of the term of the office to which he or she is elected.

### **SECTION 3. SUBORDINATE OFFICERS AND AGENTS**

The Board of Directors from time to time may appoint other officers or agents, each of whom shall hold office for such period, have such authority, and perform such duties as the Board from time to time may determine. The Board may delegate to any officer or agent the power to appoint any subordinate officer or agent and to prescribe his respective authority and duties. A person may be appointed as an officer or agent under this Section 3 of this Article 7 regardless of whether such person is also a director.

### **SECTION 4. DUTIES**

An officer with discretionary authority shall discharge his duties under that authority in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interests of the Corporation.

In case of the absence of any officer of the Corporation or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any director provided a majority of the entire Board concurs therein.

The officers of the Board shall have the following duties:

(a) President Chair. The President and Chair shall preside at all meetings of the Board and perform such other duties as may be directed by the Board.

(b) Vice Chair. At the request of the Chair, or in his absence or disability, the Vice Chair shall perform all the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties and have such authority as from time to time may be assigned to him by the Board.

(c) Secretary. The Secretary shall keep the minutes of the meetings of the Board and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He shall maintain and authenticate the records of the Corporation and shall be custodian of the records, books, reports, statements, certificates and other documents of the Corporation and the seal of the Corporation, and see that the seal is affixed to all documents requiring such seal. In general, he shall perform all duties and possess all authority incident to the office of Secretary, and he shall perform such other duties and have such other authority as from time to time may be assigned to him by the Board.

(d) Treasurer. The Treasurer shall have supervision over the funds, securities, receipts, and disbursements of the Corporation. The Treasurer shall in general perform all duties and have all authority incident to the office of the Treasurer and shall perform such other duties and have such other authority as from time to time may be assigned or granted to them by the Board.

## SECTION 5. BONDS

The Board of Directors may by resolution require any officer, agent, or employee of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his or her respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors.

## SECTION 6. REMOVAL

The officers specifically designated in Section 1 of this Article 7 may be removed, either with or without cause, by the Board. The officers appointed in accordance with the provisions of Section 3 of this Article 7 may be removed, either with or without cause, by the Board or by any officer or agent upon whom such power of removal may be conferred by the Board. The removal of any person from office shall be without prejudice to the contract rights, if any, of the person so removed. The appointment of an officer does not itself create contract rights.

## SECTION 7. RESIGNATIONS



Any officer may resign at any time by giving written notice to the Board or to the Chair or the Secretary of the Corporation, or, if he was appointed by an officer or agent in accordance with Section 3 of this Article 7, by giving written notice to the officer or agent who appointed him. Any such resignation shall take effect upon its being accepted by the Board or by the officer or agent appointing the person so resigning, unless it specifies in writing a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

## SECTION 8. VACANCIES

A vacancy in any office because of death, resignation, removal, or disqualification, or any other cause, shall be filled for the unexpired portion of the term in the manner prescribed by these Bylaws for regular appointments or elections to such offices.

## **ARTICLE 8 COMMITTEES**

### SECTION 1. COMMITTEES

The Board of Directors may create an executive committee and other committees of the board and appoint directors to serve on them. The creation of a committee of the Board and appointment of directors to it must be approved by the greater of (a) a majority of the number of directors in office when the action is taken or (b) the number of directors required to take action pursuant to Section 6 of Article 13. Each committee of the Board may have up to three directors as members, and to the extent authorized by law and specified by the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation, except that a committee may not: (a) authorize distributions; (b) recommend or approve dissolution or merger or the sale, pledge or transfer of all or substantially all of the Corporation's assets; (c) fill vacancies on any committee of the Board of Directors; or (d) adopt, amend, or repeal the Articles of Incorporation or Bylaws. Each committee member shall serve at the pleasure of the Board of Directors. The provisions of Sections 11 and 14 of Article 6, which govern meetings of the Board of Directors, shall likewise apply to meetings of any committee of the Board of Directors. All committee meetings shall be conducted in accordance with the North Carolina Open Meetings Law.

### SECTION 2. ADVISORY COMMITTEES

The Corporations may have advisory committees as may from time to time be designated by resolution of the Board. These committees may consist of persons who are not directors of the Board. These committees shall act in an advisory capacity to the Board, with no powers to act on behalf of the Corporation. All advisory committee meetings shall be

conducted in accordance with the North Carolina Open Meetings Law.

## **ARTICLE 9 INDEMNIFICATION AND INSURANCE**

### **SECTION 1. INDEMNIFICATION BY CORPORATION**

Any person who at any time serves or has served as a director or Officer of the Corporation, or at the request of the Corporation is or was serving as an officer, director, agent, partner, trustee, administrator, or employee of any other foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by law in the event he or she is made, or is threatened to be made, a party to any threatened, pending or completed civil, criminal, administrative, investigative or arbitral action, suit or proceeding and any appeal therein (and any inquiry or investigation that could lead to such action, suit or proceeding), whether or not brought by or on behalf of the Corporation, seeking to hold him or her liable by reason of the fact that he or she is or was acting in such capacity. The Corporation shall not, however, indemnify any person against liability or expenses the person may incur on account of his or her activities which were, at the time taken, known or believed by the person to be clearly in conflict with the best interests of the Corporation, or if the person received an improper personal benefit. In addition, the Corporation shall not indemnify any person against liability or expenses the person may incur on account of his or her activities if such indemnification would (i) be a taxable expenditure under Section 4945 of the Code (or the corresponding provision of any subsequent United States tax laws), (ii) constitute an act of self-dealing under Section 4941 of the Code (or the corresponding provision of any subsequent United States tax laws) or (iii) jeopardize the Corporation's exemption from taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code (or the corresponding provisions of any subsequent United States tax laws). The Board of Directors may provide such lawful indemnification for the employees and agents of the Corporation as it deems appropriate and as are consistent with the restrictions expressed in this Section 1.

The rights of those receiving indemnification hereunder shall, to the fullest extent from time to time permitted by law, cover (a) reasonable expenses, including without limitation all attorneys' fees actually and necessarily incurred by him or her in connection with any such action, suit or proceeding, (b) all reasonable payments made by him or her in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty, or settlement for which he or she may have become liable in such action, suit or proceeding; and (c) all reasonable expenses incurred in enforcing the indemnification rights provided herein.

Expenses incurred by anyone entitled to receive indemnification under this Section 1 in defending a proceeding may be paid by the Corporation in advance of the final disposition of such proceeding as authorized by the Board of Directors in the specific case or as authorized or required under any provisions in these Bylaws or by any applicable

resolution or contract upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation against such expense..

The Board of Directors shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification authorized by this Section 1, including, without limitation, making a determination that indemnification is permissible in the circumstances and a good faith evaluation of the manner in which the claimant for indemnification acted and of the reasonable amount of indemnity due. The Board of Directors may appoint a committee or special counsel to assist in making such determination and evaluation.

## SECTION 2. INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board of Directors may adopt a resolution to authorize the purchase and maintenance of insurance on behalf of any agent of the Corporation (including directors, officers, employees or other agents of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against the liability under the Bylaws or provisions of law.

## **ARTICLE 10** CONTRACTS, LOANS, CHECKS AND DEPOSITS

### SECTION 1. CONTRACTS

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

### SECTION 2. LOANS

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

### SECTION 3. CHECKS AND DRAFTS

All checks, drafts or other orders for payment of money, issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of

Directors.

#### SECTION 4. DEPOSITS

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as may be selected by or under the authority of the Board of Directors.

### **ARTICLE 11**

#### **CORPORATE RECORDS AND REPORTS**

##### SECTION 1. MAINTENANCE OF CORPORATE RECORDS

All of the Corporation's records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

The Corporation shall keep as permanent records minutes of all meetings of the Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken on behalf of the Corporation by a committee of the board of directors in place of the Board of Directors. The Corporation shall maintain appropriate accounting records.

The Corporation shall keep a copy of the following records at its principal office: (a) the Articles of Incorporation and all amendments to them currently in effect; (b) these Bylaws and all amendments to them currently in effect; (c) the annual financial statements described below, prepared during the past three years; and (d) a list of the names and business addresses of its current directors and officers.

The Corporation shall prepare, or cause to be prepared, and maintain at least three (3) years annual financial statements for the Corporation that include a balance sheet as of the end of the fiscal year and statement of operations for that year. The financial statements may be prepared for the Corporation on the basis of generally accepted accounting principles or on such other basis as the Treasurer may deem reasonable.

##### SECTION 2. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

Any inspection under the provisions of this Article may be made in person or by agent or

attorney and the right to inspection shall include the right to copy and make extracts.

### SECTION 3. PERIODIC REPORT

The Board shall cause any annual or periodic report required under law to be prepared and delivered within the time limits set by law.

### SECTION 4. PUBLIC RECORDS

Records made or received by the Corporation pursuant to transaction of the public business of governing operation of a public charter school shall be public records, subject to inspection and copying under Chapter 132 of the North Carolina General Statutes. Such public records shall be kept at the principal office of the Corporation, or at the offices of the public charter school, or in such buildings in which they are ordinarily used.

The custodian of the public records shall permit their inspection at reasonable times and under reasonable supervision, and shall furnish copies thereof upon payment of minimal fees for the actual cost of reproducing the public information.

Nothing contained herein shall be construed to require or authorize disclosure of information which is defined as confidential or otherwise exempted under Chapter 132 of the North Carolina General Statutes.

## **ARTICLE 12** AMENDMENT AND CONSTRUCTION OF BYLAWS

### SECTION 1. AMENDMENT

These bylaws can be amended at any regular meeting of the Board of Directors by two-thirds vote, provided that the amendment has been submitted in writing at the previous meeting.

### SECTION 2. CONSTRUCTION AND TERMS

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, the founding document of this Corporation filed with an office of this state and used to establish the legal existence of this Corporation.

All references in these Bylaws to the "Code" mean the federal Internal Revenue Code of 1986 as it may be amended from time to time. References to Sections of the Code include references to corresponding provisions of any subsequent United States tax laws.

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

The Board of Directors will have and shall exercise administrative responsibility for the organizational format of these Bylaws, and for correction of typographical errors and oversights in grammar, punctuation and spelling wherever they appear in these Bylaws or any amendment thereof. Such corrections may be made by consensus of the Board without the need for a formal resolution.

Bylaws Amended Date: March 28, 2017