

The Exploris School

The Exploris School Board Regular Monthly Meeting

Date and Time

Thursday February 22, 2024 at 4:30 PM EST

Location

The Exploris School: Elementary Campus 17 S Swain St, Raleigh, NC 27601, USA 5th Grade Classroom

PUBLIC COMMENT

Agenda

			Purpose	Presenter	Time
			ruipose	Fiesentei	Tillie
I.	Оре	ening Items			4:30 PM
	A.	Record Attendance		Edward Buchan	1 m
	В.	Call the Meeting to Order		Steven Darroch	1 m
	C.	Approve Minutes	Approve Minutes	Edward Buchan	2 m
		Approve minutes for The Exploris School Board R 25, 2024	egular Monthly N	Meeting on January	
	D.	Public Comment		Steven Darroch	15 m

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.

Purpose Presenter Time

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. Those providing public comment are asked to provide in writing (either in person or via email to board@exploris.org) their contact information including name, County of residence, and address (either email or postal, whichever is preferred).

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

E. Board Development: Capital Campaign Proposal Josh Corbat 20 m
Presentation and Q&A with CapDev

 Allan Burrows from CapDev will present to the Board about the Capital Campaign proposal and answer questions.

II.	Coi	mmittee Reports		5:0)9 PM
	A.	Governance	Discuss	Ryan Boyce	5 m
	В.	Finance	Vote	Koren Morgan	5 m

Monthly Financial Reports

		Purpose	Presenter	Time
C.	Educational Excellence	Discuss	Eric Grunden	5 m
D.	Director Evaluation & Support	Discuss	Steven Darroch	5 m
E.	Facilities	Discuss	Josh Corbat	15 m

- Updates on Facilities Project
- Vote: CapDev Capital Campaign Proposal
 - We are very fortunate to have received a robust proposal for our upcoming Capital Campaign from CapDev! The Foundation Board and Facilities Committee request Board approval to engage CapDev in this project.
- Vote: McAdams proposal for preliminary engineering services.
 - The next stage of our Traffic Impact Analysis (TIA) is to have a firm submit a site plan to the approving agencies. McAdams has helped us with the project thus far in a pro bono capacity. Approval is requested for this proposal to continue the TIA due diligence work.

F. Kaizen FYI Daniel Hencher 5 m

• Kaizen leaders will give an update to the Board.

III. Meeting Items 5:49 PM

A. Directors Report Vote Deborah Brown 5 m

- Monthly Report & Updates (The Directors Report will not be made verbally during meetings. Please review the written report prior to the meeting. We will answer questions and provide critical updates and vote on any requested items.)
- Board Approval is requested for the contract with Camp Don Lee. The 6th grade is going on an overnight field experience. The expense is over \$5,000, requiring Board approval.
- B. Board Business Discuss Steven Darroch 5 m
 - General Discussions

Purpose Presenter Time IV. **Closed Session** 5:59 PM Facilities & Legal Items Discuss Josh Corbat 5 m • Updates on Facilities • Updates on Personnel • Updates on any Open Legal Items V. 6:04 PM **Closing Items** Vote A. Adjourn Meeting

Coversheet

Approve Minutes

Section:
Item:
C. Approve Minutes
Purpose:
Approve Minutes

Submitted by: Related Material:

Minutes for The Exploris School Board Regular Monthly Meeting on January 25, 2024



The Exploris School

Minutes

The Exploris School Board Regular Monthly Meeting

Date and Time

Thursday January 25, 2024 at 4:30 PM

Location

The Exploris School: Elementary Campus 17 S Swain St, Raleigh, NC 27601, USA 5th Grade Classroom

Directors Present

D. Deaton, E. Grunden, G. Bayo, R. Boyce (remote), S. Darroch, W. McLamb

Directors Absent

A. Rodriguez, D. Hencher, E. Buchan, M. Townley, S. Carothers, T. Void

Ex Officio Members Present

D. Brown, E. Burton, J. Corbat

Non Voting Members Present

D. Brown, E. Burton, J. Corbat

Guests Present

Amanda Habitch (remote), K. Morgan

I. Opening Items

A.

Record Attendance

B. Call the Meeting to Order

S. Darroch called a meeting of the board of directors of The Exploris School to order on Thursday Jan 25, 2024 at 4:47 PM.

C. Approve Minutes

- E. Grunden made a motion to approve the minutes from The Exploris School Board Regular Monthly Meeting on 11-16-23.
- D. Deaton seconded the motion.

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

D. Public Comment

Parent asked about whether or not the school might purchase a bus to help with transportation.

E. Board Development: Audit Presentation from TJT

- E. Grunden made a motion to Accept the audit report as presented.
- D. Deaton seconded the motion.

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

II. Committee Reports

A. Governance

- R. Boyce made a motion to Accept the proposed changes to school policies based on SB49.
- E. Grunden seconded the motion.
- JC: can the school publicly post the pre-SB49 policies as a companion to the revised form as proposed to the board?

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

B. Finance

- E. Grunden made a motion to Approve the presented budget.
- D. Deaton seconded the motion.

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

C. Educational Excellence

D. Director Evaluation & Support

E. Facilities

- D. Deaton made a motion to Request CapDev to present to the board to explain the proposal.
- G. Bayo seconded the motion.

EB: update on brownfield conditions at Kindly street? JC: this is a later stage in the development project, but it appears no issues at this time.

DD: Will Exploris hire a staff member to manage the capital effort as in the previous campaign? JC: This is a bigger effort, so it will be managed differently. SD: should this work through the Foundation? We should have CapDev present to the Foundation and school boards to ask additional questions.

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

F. Kaizen

III. Meeting Items

A. Directors Report

- D. Deaton made a motion to Adopt the presented 2024-2025 school calendar.
- W. McLamb seconded the motion.

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

- E. Grunden made a motion to approve teacher hires.
- D. Deaton seconded the motion.

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

B. Board Business

IV. Closed Session

A. Facilities & Legal Items

- E. Grunden made a motion to Enter closed session to discuss real estate and/or legal issues.
- D. Deaton seconded the motion.

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

- E. Grunden made a motion to Exit closed session.
- D. Deaton seconded the motion.

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

V. 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 6:28 PM.

Respectfully Submitted,

E. Grunden

Coversheet

Finance

Section: II. Committee Reports

Item: B. Finance Purpose: Vote

Submitted by:

Related Material: Bank Account Balances 1-31-24.pdf

06. Balance Sheet - 2024.01 - Exploris.pdf 05. Income Statement - 2024.01 - Exploris.pdf 03. Board Report - 2024.01 - Exploris.pdf

1/31/2024 Account Balances	
Bank Account	Balance
The Exploris School Checking	\$1,519,724.15
The Exploris School Reserves	\$1,220,839.10
The Exploris School Foundation-Annual Fund	\$80,907.53
The Exploris School Foundation-Capital Campaign	\$542,104.20

2/7/2024 9:44:21 AM

THE EXPLORIS SCHOOL

Page: 1 of 1

Balance Sheet

Fiscal Year: 2024 | Fiscal Month: January Include Funds: All

Assets		
2.1010.000.000.000.000.00	Cash OP FCIT 6528	902,885.82
2.1011.000.000.000.000.00	Cash - Reserve	1,220,839.10
2.1611.000.000.000.000.00	Security Deposit	15,658.00
3.1010.000.000.000.000.00	Cash OP FCIT 6528	(262.41)
5.1010.000.000.000.000.00	Cash OP FCIT 6528	447,933.46
	TOTAL Assets:	2,587,053.97
Liabilities		
2.2282.000.000.000.000.00	EEs' Flex Spending Deductions	(582.35)
	TOTAL Liabilities:	(582.35)
Reserves and Equity		
2.2960.000.000.000.000.00	Fund Equity	1,782,051.27
5.2960.000.000.000.000.00	Fund Equity	427,572.82
	TOTAL Reserves and Equity:	2,209,624.09
	NET GAIN (LOSS):	378,012.23
	TOTAL LIABILITIES / RESERVES / INCOME:	2,587,053.97

02/07/2024 09:43 AM

THE EXPLORIS SCHOOL

Income Statement

Fiscal Year: 2024 Month: January Include Fund(s): 1, 2, 3, 5

Page 1 of 1

Fund		Beg. Balance	MTD Actual	MTD Budget	YTD Actual	YTD Budget
Fund 1						
	Revenue Total:	1,845,989.29	303,506.26	262,949.42	2,149,495.55	1,840,645.92
	Expense Total:	1,845,989.09	303,506.46	304,506.08	2,149,495.55	2,131,542.68
	Change in Fund 1 Balance:	0.20	(0.20)	(41,556.66)	0.00	(290,896.76)
Fund 2						
	Revenue Total:	892,041.95	137,046.01	121,842.64	1,029,087.96	852,898.49
	Expense Total:	518,625.40	152,548.56	105,837.94	671,173.96	740,865.29
	Change in Fund 2 Balance:	373,416.55	(15,502.55)	16,004.70	357,914.00	112,033.20
Fund 3						
	Revenue Total:	216,300.63	17,624.61	39,309.29	233,925.24	275,165.01
	Expense Total:	216,300.63	17,887.02	7,633.83	234,187.65	53,436.83
	Change in Fund 3 Balance:	0.00	(262.41)	31,675.46	(262.41)	221,728.18
Fund 5						
	Revenue Total:	32,815.34	20,700.00	7,666.67	53,515.34	53,666.67
	Expense Total:	29,063.71	4,090.99	4,958.33	33,154.70	34,708.33
	Change in Fund 5 Balance:	3,751.63	16,609.01	2,708.34	20,360.64	18,958.34

Fund 1 - State Funds

Fund 2 - Local Funds

Fund 3 - Federal Funds

Fund 5 - Multiple Enterprise Fund (Before & After School Program)



THE EXPLORIS SCHOOL

Budget Analysis Report

Fiscal Year: 2024 | 1/01/2024 - 1/31/2024

3,203,080.80 1,624,490.15 282,493.00	303,506.26	2,149,495.55			
1,624,490.15	303,506.26	2,149,495.55			
			1,053,585.25	67.11	3,203,068.73
282 493 00	136,074.66	944,627.88	679,862.27	58.15	1,624,490.1
202, 170.00	0.00	81,165.38	201,327.62	28.73	282,493.00
216,888.90	17,624.61	152,759.86	64,129.04	70.43	209,319.45
170,000.00	0.00	0.00	170,000.00	0.00	170,000.00
92,000.00	20,700.00	53,515.34	38,484.66	58.17	92,000.00
0.00	971.35	84,460.08	(84,460.08)		84,460.08
5,588,952.85	478,876.88	3,466,024.09	2,122,928.76	62.02	5,665,831.41
			Pomainina	97	
Budget	Period Activity	YTD Activity	Budget	Used	EOY Projection
3,165,120.71	271,256.27	1,784,550.00	1,380,570.71	56.38	3,165,120.7
645,630.86	52,629.84	356,502.33	289,128.53	55.22	645,618.79
77,872.79	1,735.94	27,219.63	50,653.16	34.95	78,317.60
97,665.68	6,614.52	57,919.57	39,746.11	59.30	97,665.68
17,500.00	1,578.87	9,559.37	7,940.63	54.62	17,500.00
155,000.00	9,793.87	74,795.35	80,204.65	48.26	155,000.00
42,223.32	36,711.20	79,024.27	(36,800.95)	187.16	110,124.30
335,278.02	29,732.95	233,659.05	101,618.97	69.69	335,278.02
37,060.00	0.00	35,457.00	1,603.00	95.67	37,002.00
477,500.00	48,508.70	293,400.51	184,099.49	61.45	477,867.08
66,000.00	3,850.95	31,145.87	34,854.13	47.19	66,000.00
3,545.32	549.48	1,504.29	2,041.03	42.43	3,907.32
-		96,487.62	186,005.38		
5,409,676.70	478,033.03	3,088,011.86	2,321,664.84	57.08	5,478,681.50
1=4 0=0 :-		000 010 0			40=
		378,012.23			187,149.9 1 (65,000.00
					122,149.91
	170,000.00 92,000.00 0.00 5,588,952.85 Budget 3,165,120.71 645,630.86 77,872.79 97,665.68 17,500.00 42,223.32 335,278.02 37,060.00 477,500.00 66,000.00 3,545.32 6,787.00 282,493.00 5,409,676.70 179,276.15 (65,000.00) 114,276.15	170,000.00 92,000.00 92,000.00 0.00 971.35 5,588,952.85 478,876.88 Budget Period Activity 3,165,120.71 271,256.27 645,630.86 52,629.84 77,872.79 1,735.94 97,665.68 6,614.52 17,500.00 1,578.87 155,000.00 9,793.87 42,223.32 36,711.20 335,278.02 29,732.95 37,060.00 0.00 477,500.00 48,508.70 66,000.00 3,850.95 3,545.32 549.48 6,787.00 0.00 282,493.00 15,070.44	170,000.00	170,000.00	170,000.00

Coversheet

Facilities

Section: II. Committee Reports

Item: E. Facilities
Purpose: Discuss

Submitted by:

Related Material: Exploris - CapDev Proposal 12-1-23.pdf

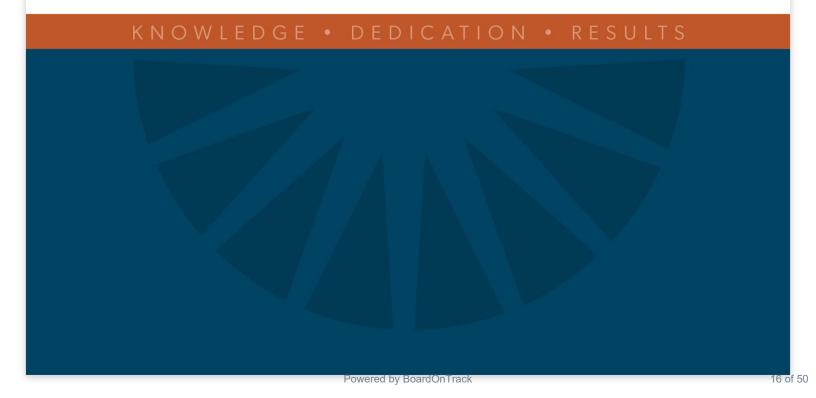
2024-02-21 Exploris at Kindley Proposal - Revised.pdf



The Exploris School

Proposal to Conduct a Pre-Campaign Assessment, Case for Support & Plan

December 1, 2023





Capital Development Services
 915 West 4th St. Suite 100
 Winston-Salem, NC 27101
 336.747.0133

capdev.com

December 1, 2023

Josh Corbat, Director of Resources The Exploris School 401 Hillsborough St. Raleigh, NC 27603-1791

Dear Josh:

On behalf of the staff at Capital Development Services, thank you for meeting with Clare Jordan about the campaign and development planning for The Exploris School. We commend the leadership for the work and dedication to reach this point and would welcome the opportunity to again partner with the school.

Capital Development Services is submitting for your consideration the following proposal to provide a Pre-Campaign Assessment & Plan for The Exploris School that uncovers areas to maximize and informs the creation of a roadmap to guide your upcoming campaign and overall development program.

Please feel free to contact me or Clare directly at 336-747-0133 if you have any questions regarding this proposal. Thank you and we look forward to further conversation.

Sincerely,

Allan Burrows

CEO

cc: Clare Jordan, Vice President
Ann Bennett-Phillips, President

Capital Development Services

Founded in 1984, Capital Development Services ("CapDev") has an established reputation as *trusted advisors in philanthropy and executive search, serving all types of nonprofits across the Southeast*. The firm has provided search, development and campaign services for hundreds of organizations and institutions, including educational, cultural, health and human services, arts, environmental, social, religious, and others, all with an emphasis on planning and capacity-building.

Our Executive Search Group:

Partners with nonprofit organizations and institutions to place high-level professionals in development and executive positions. By customizing our comprehensive search process to best fit each client, we guide the selection of the strongest candidate.

Our Campaign Group:

Specializes in major campaign planning and implementation, feasibility studies, development assessments, staff and board training, strategic planning, major gift solicitations, prospect identification and research, leader/donor development, planned giving, and grant writing.

Our Mission is to empower nonprofit organizations by partnering with them to successfully fulfill their missions.

Our Strategy is to build personalized and sustainable fund development programs and recruit executives in partnership with nonprofits.

Our Team provides
each client with the
dual benefit of
counsel devoted to
achieving success,
and the rich resource
of an experienced
team of
professionals.

Our Commitment is to apply our

knowledge and expertise to deliver results that achieve goals.

Our History bears deep roots and relationships with nonprofit and philanthropic leaders, and includes the 1988 beginning of publishing directories on philanthropic giving, which quickly became known as the most definitive and comprehensive source for foundation giving in the country.

CapDev is well-known for its reliable knowledgebase, its close connections to community leaders, and its success in building long-term, sustainable philanthropy.

CapDev partners with mission-driven institutions to enlist, empower, and embolden its leaders to embrace the transformational power of inclusive philanthropy.

Why CapDev?

We know what you need from counsel.

In nearly 40 years of meeting clients where they are and working to leave them better, we think it's simple:

- Knowledge: reliable advice from experienced professionals who know you
- **Dedication**: invested as partners with your team to strengthen philanthropy
- Results: delivering resources, recommendations, and results

We build you up & make you better.

- Relationships: partnering to identify and build leader and donor connections
- Capacity: equipping you to build your capacity for sustainable philanthropy

We know you.

- **Geographic Reach**: from small town neighbors to city leaders, we make it our job to know you
- Diversity: embracing an inclusive mindset and valuing a diverse and universal voice
- Skill Sets: discovering the gaps and strategizing to meet demands for your mission

We value our work as a

It is a great privilege to get to do what we do, collectively bringing leadership and philanthropy to bear in addressing community needs in ways that make a genuine difference and deliver real impact. Our team knows that the work we do has the power to make a stronger social sector, and thus a better, more inclusive, and welcoming world for all, and we are all motivated by that goal.

We care.

Your mission is our "why."

It's our job to help you express your why and align it with your supporters' why.

How we partner:

- Senior Counsel: appointed to each client, giving customized attention and easy access
- **Team Approach**: full team of experts, including writers, researchers and strategists
- Cost Sensitive: contracts are priced in phases and adjustable every 30 days

Partnership with The Exploris School

Understanding:

We understand that The Exploris School is an independent, public charter school serving grades K-8 in downtown Raleigh. Currently in two overcrowded locations for its elementary and middle schools with 225 students in each (450 total), Exploris has been exploring possibilities to consolidate the school in one new location and increase its enrollment potential for several years.

In a past engagement (2013-2014), CapDev partnered with The Exploris School to build up the development program and initiate campaign planning. When the Gateway project opportunity for a new school location dissolved, the campaign which had raised around \$500,000 at that time, was halted.

As a result of the lawsuit around that original location endeavor being settled, the school now owns a ¾ acre lot on Kindley Street in downtown Raleigh, where it now plans to expand and construct its new campus. Additionally, we understand that the building that was given for use of the elementary school was recently sold, and the school has a timeline of 2026 (and beyond) to vacate that space, so a campaign at this time is a necessity.

The Exploris Foundation is the fundraising arm of the school, and had been raising about \$50,000 annually. A recent population shift with the weighted lottery for low-income families has resulted in an increase to 30% free and reduced lunch students, so the school is now re-envisioning its annual fund, and seeks to increase board engagement in philanthropy.

This campaign would serve to build up the school's development program as well as raise up to \$5 million toward the move to a new campus.

The school now seeks a comprehensive pre-campaign readiness assessment with corresponding recommendations and a plan of action that will help to refine and advance philanthropic goals with an emphasis on building capacity for an upcoming campaign.

"OUR ENGAGEMENT WITH CAPDEV HAS BEEN TRANSFORMATIVE FOR OUR ORGANIZATION.

I COULD NOT ASK FOR A BETTER PARTNER IN HELPING BUILD OUR FUTURE AS WE

DREAM BIGGER DREAMS THAN WE EVER HAVE BEFORE."

BRAD DAVIS, FORMER EXECUTIVE DIRECTOR, WAKEMED FOUNDATION, RALEIGH NC

Partnership Recommendation:

Capital Development Services proposes adopting a comprehensive campaign planning approach, including the following components:

- Conduct a multi-faceted Pre-Campaign Assessment to serve as an unbiased asset inventory. This introduction allows Capital Development Services to gauge strengths, and uncover gaps and perceptions related to The Exploris School and specific to capacity building, and includes personal interviews as well as document and data gathering in order to formulate recommendations.
- 2. Develop a **Case for Support**. The case for support is the foundational element to articulate The Exploris School's mission in garnering support for its objectives. The basis of all development messaging, the case brings consistency and vigor to the school's talking points and formulates consensus on fundraising priorities among its leadership.
- 3. Create a comprehensive **Campaign Plan**. Based upon results of the assessment, the plan of action is constructed to provide The Exploris School with detailed recommendations which serve as a guide map to meet philanthropic objectives for the upcoming campaign as well as enhancing the overall development program.
- 4. Provide counsel services to guide and direct **Implementation** of the plan as needed.

Pre-Campaign Assessment & Plan: Scope of Work

We achieve our best results when we work as true partners. The outcome of this effort is dependent on the leadership of The Exploris School as well as on the availability of staff support. Toward that end, we suggest that appropriate staff be designated to work closely with Capital Development Services.

1. Pre-Campaign Assessment

Beginning with a situational analysis enables the CapDev team to review materials and meet with key leaders to inform the development of recommendations and the building of the Campaign Plan.

The process includes:

- 1. **Orientation**: initial team meeting for introductions and full explanation of the process
- 2. Assessment Checklist: requesting documents and reports to analyze
- 3. **Key Meetings**: personal in-depth interviews with 5-6 primary staff and board leaders

The purpose of the assessment is to immediately identify organizational strengths that can be leveraged for maximum fundraising potential in a campaign and to recognize any important areas of concern that might impact fundraising success. The objectives for the assessment include an examination and analysis of the following areas of the development program:

- Capacity, including job descriptions, donor tracking systems, gift accounting and reporting, gift policies, etc. and an evaluation of staff and leadership fundraising capabilities, development resources and other organizational infrastructure needs that are required to support and direct development activities
- 2. **Donor** relations and activities, such as publications, events, and communications, use of the donor prospect base with an emphasis on donor prospecting to generate a strong pool of potential donors to the campaign, the school's prospect research capacity, and the engagement, cultivation and stewardship of donors and leaders in the development process
- 3. **Leadership**, including board and committee engagement, involvement and level of commitment, and potential campaign leaders
- 4. Case for support initial components and review of potential objectives and priorities for the campaign

At the conclusion of the assessment, Capital Development Services will be in a position to identify assets to capitalize on when designing a case for support and comprehensive plan of action as well as identify those areas that should be enhanced.

2. Case for Support

What is a Case & Why is it Needed?

The campaign Case for Support provides the language for The Exploris School to articulate its vision, projecting a clear message of the impact of gifts to the campaign. It is most simply, the answer to the donors' question of "why give" to this proposed initiative.

Before it becomes printed campaign materials, the language of the case must be drafted to impart the reasons for giving as well as the impact donors' dollars have on the community. It must be compelling and persuasive, pulling at heartstrings and backing up stories with data and facts.

Based on the fundraising objectives The Exploris School's leadership has determined, Capital Development Services' Senior Counsel and Writer will begin crafting the text that will convey the school's written campaign narrative. The goal is to produce a <u>draft</u> Case for Support, which is a high-level written documentation of the rationale for supporting the campaign, directed specifically to appeal to the donor audience and addressing potential questions donors might ask.

Outcome

The result will be a concise draft document which puts into writing the importance of the mission, documents the need, the benefits, and the results of philanthropic objectives, thus answering the question, "why." Interviews and data gathered in the assessment will contribute to the content of the draft campaign case document.

Capital Development Services will prepare and present a <u>draft</u> Case for Support, the "white-paper" copy language that begins to establish the school's rationale for philanthropic support in this campaign. Following review and feedback, Capital Development Services will make one revision to this draft document before turning it over to The Exploris School for ongoing refinements. This document will serve as the source document for future grant proposals, presentations, media communications, and printed materials.

3. Campaign Plan

Findings from the assessment phase are used to inform the recommendations of the campaign plan. Capital Development Services will create a comprehensive fundraising action plan specific to The Exploris School's proposed campaign needs, capabilities, and resources that will serve as a roadmap to systematically guide the school's campaign-related efforts. Based on our assessment, and after analysis of the mechanisms already in place, the campaign plan addresses the following range of issues and will make specific recommendations in some or all of the following areas both for the campaign and for the overall development program:

Coordinated Case for Support, Marketing & Communications Strategies

- Needs-based documentation of proposed campaign goals
- Finalization of a campaign case for support with emotional and intellectual appeal from donors' perspectives
- Coordinate campaign objectives with marketing/communications to build public awareness of goals

Development Organization

- Establish an appropriate fundraising organizational model in preparation for campaign
- Identification and division of roles and responsibilities for development staff, leadership and volunteers, including campaign leadership
- Evaluation of fundraising personnel and development infrastructure needs
- Production of a step-by-step plan of campaign planning involvement and development responsibilities
- Create structure to ensure sound acknowledgement and stewardship of all donated funds

Donor & Leadership Development

- Define parameters for board and campaign leadership engagement in philanthropy
- Help define and initiate a campaign prospective donor list
- Clarify process for identification, evaluation, and cultivation of prospective donors and both board and campaign leaders, emphasizing donor prospecting for the campaign
- Identification and training of effective solicitation methods, including "Art of the Ask"

Data Analytics

- Determination of database recommendations
- Consideration of use of donor analytics techniques
- Potential recommendation for deeper dive data models

Fundraising Timetable

- Determine a realistic implementation action plan to meet goals and complete campaign objectives
- Develop a matrix to chart and track progress toward goals

Development & Campaign Policies

- Identification of procedural concerns, such as record keeping and prospect and donor tracking
- Suggestions concerning donor recognition opportunities and acknowledgements
- Development of a campaign budget

Upon completion of the comprehensive Campaign Plan, Capital Development Services will make a formal presentation to the staff and leadership of the school in order to build consensus in support of the campaign's initiatives and goals.

4. Implementation of the Plan

Based on results of the Pre-Campaign Assessment & Plan, and in consideration of The Exploris School's next steps, Capital Development Services will offer a recommendation to extend counsel services as needed to assist in implementing the recommendations of the plan.

In partnering with Capital Development Services to provide implementation services, our primary responsibility would be to advise in a timely and efficient manner on all aspects of campaign and development planning and implementation, including:

- 1. Directing the development of campaign and overall strategies and tactics
- 2. Recruiting and providing additional training for development-related staff and leadership
- 3. Assisting in the identification, cultivation, and evaluation of all major donor prospects (individuals, corporations, and foundations); accompanying staff and volunteers on key solicitation calls as needed
- 4. Overseeing the implementation of infrastructure improvements and administrative systems required to sustain and build campaign and development operations
- 5. Guiding the design of the final campaign case for support, incorporating it into marketing and communications programs
- 6. Designing effective tools in the transition between ongoing, sustaining development and campaign plans

The cost for providing ongoing counsel is dependent on the results of the Assessment & Plan, and a determination of the level of services necessary to successfully implement the campaign plan. Specific details will be proposed following the completion of the plan.

Development Assessment & Plan: Deliverables

Campaign Case for Support

The draft case for support deliverable is described in detail above.

Campaign Plan

A report delivering findings and recommendations focused on The Exploris School's operations and school that directly influence campaign planning will be shared in detail with a small working group, and an executive summary and presentation will be delivered to the full board, addressing the following components:

- Governance & Leadership including leadership roles of board in fundraising, strategic
 planning, goal setting and achievement, staff school, roles, performance measures
 and training, and campaign preparation
- 2. **Fund Development & Donor Data Analytics** including comprehensive fundraising planning, programs, donor solicitation and stewardship, records management and progress reporting
- 3. **Financial Management** including best practices in fund management, reporting, transparency and policies
- 4. **Database & Technology** including fundraising policies and procedures, donor and prospect records management and reporting and use of technology resources
- Donor Communication & Cultivation including fundraising marketing, messaging, materials, donor education, cultivation, recognition and community outreach, especially focused on campaign preparation

Proposal to The Exploris School

Our nearly 40 years of service to the social sector has proven our staff and resources invaluable in helping clients achieve goals in a timely fashion. Capital Development Services' approach is to effectively become a member of your team, exceeding expectations and to delivering measurable outcomes in each phase of campaign activity in order to better The Exploris School's short-term philanthropic success and long-term sustainability.

Timeframe

Pre-Campaign Assessment & Plan

approximately 3 months

This schedule is dependent on several factors, including the level of support from the school and its efficiency in scheduling meetings and compiling the necessary resources and materials for Capital Development Services' Counsel to develop the plan outlined above.

Implementation (Optional)

range of approx. 3-6 months

At the final delivery of the Campaign Plan, Capital Development Services may recommend an extension of counsel services to help guide the implementation of the recommendations ranging from three to five days of devoted counsel time per month for at least 3-6 months, according to the school's needs and abilities.

FLEXIBILITY IS KEY TO GOOD RELATIONSHIPS:

AT CAPITAL DEVELOPMENT SERVICES, WE WORK IN PHASES, GIVING THE OPPORTUNITY TO ADJUST COUNSEL TIME UP OR DOWN AS NEEDED EVERY 30 DAYS THROUGHOUT THE PROCESS.

Cost & ROI

Pre-Campaign Assessment & Plan

\$28,000, plus expenses

Upon initiation of the assessment, \$16,000 will be due, with the remainder due at the time of the final delivery presentation. All expenses incurred on behalf of The Exploris School (such as travel and printing) will be billed directly each month. Capital Development Services makes every effort to minimize expenses and given our proximity, we will be able to effectively serve while keeping all expenses to a minimum.

Implementation (Optional)

ranges \$7,200-12,000/month

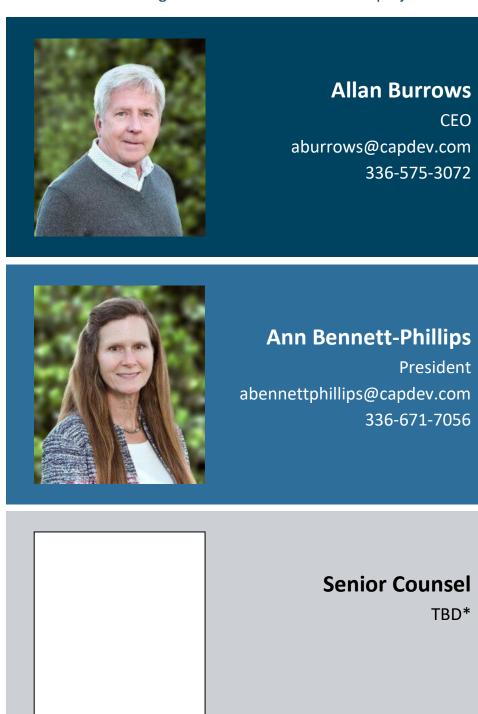
ALL OF CAPITAL DEVELOPMENT SERVICES' FEES ARE BASED ON TIME. WE MAKE EVERY EFFORT TO SIMPLIFY BILLING SO THAT YOU PAY A STANDARD MONTHLY FEE OVER THE PERIOD OF THE CONTRACT WITHOUT COMMITTING BEYOND EACH PHASE OF ACTIVITY.

Return On Investment

We understand that making the investment to build up your development program and prepare for a major campaign can be a significant undertaking. We also believe that nothing good happens without some amount of risk. Based on four decades of client feedback, we are confident that the development and campaign planning process outlined in this proposal will pay off when you implement the recommendations of the plan we provide.

Team

Capital Development Services will assign a team of individuals to the project for The Exploris School:



^{*}Based on our assessment of the school's needs and timing, we will assign a Senior Counsel, who will be the primary point person dedicated to the process, a case writer, and the Director of Client Services to support the work of the team. Biographical data on all members of the team is available at <u>capdev.com</u>.

References

Davidson Day School, Davidson NC Davidson NC

- Conducted feasibility study
- Currently conducting campaign planning and implementation

Mark Palmer, Director of Development mpalmer@davidsonday.org 704-237-5228

Forsyth Country Day School Winston-Salem NC

Currently completing campaign planning & implementation
 Gardner Barrier, Head of School
 gardnerbarrier@fcds.org
 336-945-3151, ext. 361

Raleigh Charter School Raleigh NC

 Conducted feasibility study for an approximately \$3 million capital campaign Carolyn Jackson, Alumni/Development Office
 919-715-1155
 cjackson@raleighcharterhs.org

St. Timothy's School Raleigh NC

 Conducted planning and implementation for a successful capital campaign Tim Tinnesz, Headmaster ttinnesz@sttimothys.org
 919-787-3011

Marbles Children's Museum Raleigh NC

 Current client conduct feasibility study and campaign planning Leila Thomas, Vice President, Development Ithomas@marbleskidsmuseum.org

THE COST AND TERMS OUTLINED IN THIS PROPOSAL, DATED DECEMBER 1, 2023, REMAIN IN EFFECT FOR 90 DAYS, AND WILL EXPIRE ON FEBRUARY 28, 2024.

A LETTER OF UNDERSTANDING WILL BE PROVIDED FOR YOUR SIGNATURE IN ORDER TO ACCEPT THIS PROPOSAL.



February 21, 2024

Autumn Tomlin Rosewood 1307 New Hampshire Ave NW Washington, District of Columbia 20036

RE: Exploris at Kindley Street
Raleigh, North Carolina
SPEC24091

Dear Autumn,

We are pleased to offer this proposal for preliminary engineering services for the site in Raleigh, North Carolina.

PROJECT UNDERSTANDING

SITE

The site of the proposed school development is located at 120 Kindley Street near the northeast quadrant of the US-401 and Martin Luther King Jr. Boulevard intersection. The site is a single parcel of 0.76 acres and PIN 1703650617.

ASSUMPTIONS

This proposal is based on the following assumptions:

- > Wetland delineation and concurrence by federal, state and local authorities is not required;
- > If off-site utility and roadway improvements are required, they will be quoted once improvements are defined;
- Architectural drawings to be provided to McAdams for design coordination; and
- > This proposal is only to prepare a preliminary concept plan for inclusion with the TIA for review by the City and NCDOT.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

A3.10 Preliminary Site Plan:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$4,900

Prepare a preliminary site plan that meets NCDOT requirements for the purpose of addressing NCDOT TIA requirements. Provide a plan that demonstrates basic code requirements are being met such as required parking, setbacks, buffers, fire truck access, stacking, etc.

creating **experiences** through experience

621 Hillsborough Street, Suite 500, Raleigh, NC 27603 / 919. 361. 5000



A3.20 Meeting Attendance:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$1,500

Attend up to three (3) project coordination meetings with the design team to coordinate next steps and share project information with the team.

EXTRA SERVICES

J. Additional Services:

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule to be mutually agreed upon between Owner and Firm.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- Notification to proceed;
- > Timely approval of sketches presented for Owner approval;
- Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- > Payment of all application and permit fees;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- Off-site utility extensions or roadway improvements (may be quoted if required);
- > Off-site stormwater management facilities, revisions to the existing stormwater infrastructure or analysis of "downstream" stormwater system (will be quoted if required);
- Subsurface Utility Location;



- > Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- > Wetlands delineation and permitting (will be quoted if required);
- Structural design of retaining walls, headwalls or stormwater facilities or structures;
- > Traffic Impact Analysis;
- > Color graphics for meetings or marketing purposes (will be quoted if required);
- > Permit application, plans review or re-review fees;
- > Detailed landscape, hardscape, irrigation or lighting design (can be quoted separately);
- > Revised directives from Owner after design has begun;
- > Acquisition of easements; preparation of off-site easements;
- Flood studies for the City of Raleigh or FEMA;
- > Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- > Court appearances for litigation, or preparation for same;
- > Legal advertisements for construction contracts;
- > Soils investigations, borings, or compaction tests;
- > Environmental investigations, wetlands permitting, wetlands surveying; and
- > Any costs incurred by Owner or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS

Andy Padiak, PE

Director, Commercial

AP/bc



Enclosures

ACCEPTANCE

By: ______ Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: ______

Billing Contact Email Address: ______

Billing Contact Phone Number: ______

Billing Address: ______



EXPLORIS AT KINDLET STREET/ RALEIGH, NC Date: February 21, 2024

McAdams Project Number: SPEC24091 Fee Summary \$6,400

TASK ID	DESCRIPTION		FEE	FEE BASIS	NOTES
A3.10	Preliminary Site Plan		\$4,900	Hourly Charges	
A3.20	Meeting Attendance		\$1,500	Hourly Charges	
		TOTAL	\$6,400		



HOURLY RATE SCHEDULE > 2024

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE
Chairman / President / Vice President	\$290 - 400 /hour
Principal	\$325 /hour
Director / Practice Lead	\$145 - 265 /hour
Technical Manager	\$135 - 240 /hour
Project Manager	\$150 - 230 /hour
Assistant Project Manager	\$120 - 175 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 190 /hour
Project Engineer	\$130 - 240 /hour
Graphics + Visualization	\$110 - 160 /hour
Designer / Analyst	\$100 - 200 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 110 /hour
Construction Administration	\$100 - 155 /hour
2 Man Survey Crew	\$155 - 175 /hour
3 Man Survey Crew	\$185 - 200 /hour
UAS LIDAR Crew	\$285 /hour
SUE Crew Member	\$55 - 115 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

- 4. Fees are subject to adjustment at the beginning of each calendar year.
- 5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS	DATE



COLLECTION SCHEDULE > MCADAMS

COLLECTION SCHEDULE

- > **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- > **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- > Past 30 Days Invoices that lapse 30 days without payment or notification are considered past due.

 McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- > Past 45 Days Invoices that lapse 45 days without payment or notification are considered **overtly past** due. McAdams will notify the client via email and as well as make contact via phone.
- > Past 60 Days Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered & state the client's past due balance.
 - Notify a work hold for all client projects starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- > Past 75 Days Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- > Past 90 Days Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

CLIENT		
Initials:	Date:	



RFV 2020, 09, 28 > TERMS + CONDITIONS

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. PAYMENT

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. NOTIFICATION OF BREACH OR DEFAULT:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. REPRESENTATIONS OF CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

PPAB 2697190v1

1 of 4



REV 2020. 09. 28 > TERMS + CONDITIONS

5. CHANGE ORDERS:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. SITE OPERATIONS:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. ASSIGNMENT AND THIRD PARTIES:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. PROJECT SITE:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

9. SURVIVAL:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.



REV 2020, 09, 28 > TERMS + CONDITIONS

10. FORCE MAJEURE:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

11. STANDARD OF CARE:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

12. WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. SAFETY:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. ARBITRATION:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non- binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

15. INDEPENDENT CONTRACTOR:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

16. TERMINATION:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all



REV 2020. 09. 28 > TERMS + CONDITIONS

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

17. SEVERABILITY:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. NO WAIVER:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

19. MERGER, AMENDMENT:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

20. CHOICE OF LAW:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

Coversheet

Directors Report

Section: III. Meeting Items Item: A. Directors Report

Purpose: Vote

Submitted by:

Related Material: The Exploris School 5.6-7.24.pdf

PA The Exploris School 2024.pdf

February 2024 Exploris Leadership Team Board Report.pdf

1/24/2024



Invoice # 96052

Don Lee Center 315 Camp Don Lee Arapahoe, NC 28510 2522491106

Fax: 888-661-9908 Tax ID: 56-2138935 Reservation Balance: \$7,084.50

Account Information #1320466

Event: Exploris 6th Grade
Organization Name: The Exploris School
Organization Address: 401 Hillsborough Street

Raleigh, NC 27603

Primary Contact Emily Felker Account Balance: \$7,084.50

Reservation Summary

Reservation Dates: 05/6/24 1:00 PM - 05/7/24 1:00 PM

 Order Date:
 1/24/2024

 Reservation Total:
 \$7,084.50

 Reservation Balance:
 \$7,084.50

Reservation Details

Qty	Facility / Resource	Amount	Comments
10	Adults - School Group- 2 Days/ 1 Night/ 3 Meals - Adult \$65.00	\$ 650.00	
73	Students - School Group- 2 Days/ 1 Night/ 3 Meals - Student \$86.50	\$ 6,314.50	
4	Teachers - School Group- 2 Days/ 1 Night/ 3 Meals - Teacher \$30.00	\$ 120.00	

Don Lee Center Coastal Communities Program Agreement

This Coastal Communities Program Agreement between the Don Lee Center and **The Exploris School** shall be effective for the dates below with an estimate of 73 students, 10 adult Chaperones and 4 teachers/faculty.

Arrival Date: 05/06/2024 Departure Date: 05/07/2024

The Don Lee Center will provide:

- Screened, trained, and First Aid certified staff personnel to facilitate the Coastal Communities Education Program
- Facilities necessary for lodging, food service, first aid, and program activities
- A program of environmental education activities as selected from our Program Options (see Information Packet)
- Nutritious meals, served family style, provided as stated in your Final Group Reservation (see Information Packet). Additional meals will require additional fees per person.

The Exploris School (Renter) commits to the following terms:

- 1. At least 2 weeks in advance of arrival, a complete list of program options will be returned to the Don Lee Center so that schedules may be created for the group. At that time, Renter will also provide a list of all students, adults, and teachers attending, along with their names, food allergies and dietary needs, addresses and emergency contact information. The total number of adults, including teachers, provided by the renter will ensure a safety ratio of 2 chaperones for every 15 students and not exceed 4 adults per 15 students.
- Don Lee Center standard operating procedures relating to all activities, emergency situations, severe weather, or incidents and accidents will be adhered to by all students, teachers, and adults while on-site.
- 3. Renter will obtain permission for students to participate in programs after having informed parents of program activities and inherent risks, and for medical personnel selected by the Camp to give routine medical treatment for the child in the event that that parent/guardian cannot be reached.
- 4. Renter will obtain permission from parent/guardian for any student who might have a photograph used in promotional material for the program. This is a separate permission and is NOT REQUIRED.
- 5. To the fullest extent permitted by the law, Renter shall indemnify, defend, and hold harmless Don Lee Center, and its owners, officers, directors, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the negligent acts of the Renter, Renter's members, Renter's participants, Renter's social guests, or for any entity for which the Renter is legally responsible or vicariously liable.

Don Lee Center requires that **The Exploris School** obtain and maintain at all times during the term of this agreement a policy of general liability insurance from an insurance company licensed to do business in the State of North Carolina. Such insurance shall name Don Lee Center as an <u>additional insured</u> and shall be evidenced by a <u>certificate of insurance</u> and submitted to Don Lee Center 12 weeks prior to arrival.

Required - Minimum Limits of Liability:

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$1,000,000 Personal and Advertising Injury Limit

\$2,000,000 Products & Completed Operations Aggregate

\$2,000,000 Bodily Injury and Property Damage Aggregate

\$100,000 Damage to Rented/Leased Premises

\$5,000 Medical Payments

Recommended - Excess or Umbrella Liability (to overlay Commercial Liability Coverages)

\$1,000,000 occurrence/aggregate

- In the event **The Exploris School** does not commonly maintain a general liability policy, an affordable, and short-term, Special Events Policy may be purchased through an agency/company licensed to provide the required coverage in the State of North Carolina.
- 6. All program decisions, housing assignments, and meal assignments will be made in consultation, but final decisions will rest with the director of the Don Lee Center. Housing is assigned by Don Lee Staff based on the numbers of people attending, and the gender breakdown of the group; no group or cabin is given preference when housing is assigned.
- 7. All transportation to and from the Don Lee Center, along with transportation to off-site field trips, will be provided by the Renter.
- 8. Renter will provide all chaperones and teachers attending with the enclosed list of expectations for adults and chaperones participating in Don Lee Center programs.

Fees:

- 1. For these services, **The Exploris School**, shall remit a fee of \$86.50 for each student, \$65 for each adult chaperone and \$30 for each teacher. All payments shall be remitted by, **The Exploris School**, to the Don Lee Center as outlined below.
- 2. Payments for services will be rendered in three (3) parts:

315 Camp Don Lee Rd

- a) To reserve the calendar dates of this Program Agreement, return a signed copy of the Agreement upon arrival and a \$500.00 non-refundable deposit due by 02/23/2024
- b) Sixteen (16) weeks in advance, or on 03/25/2024, a 40% non-refundable deposit is due for the number of students, teachers and adult chaperones in your reservation
- c) Upon arrival, the remaining balance is due for the final reservation numbers held since the 2 week due date, regardless of the number of people attending. It is the responsibility of the school to ensure reserved spaces are filled, and to pay in full for those reservations upon arrival to the Don Lee Center.

Cancellations/refunds:

- Refund Policy The Don Lee Center will issue a full refund for programs canceled by us if we are unable to deliver the program due to storms, natural disasters, or other Emergency Management Directives.
- Cancellation Policy Cancellation of a trip prior to 12 weeks of the trip date will result in the loss of the \$500.00 deposit. Cancellation of a trip within 12 weeks will result in the loss of the \$500.00 deposit and the 40% deposit. Cancellation within 4 weeks of the trip date will require payment of 80% of the total bill for reserved numbers since the 12 week due date. Cancellation of a trip within 7 days of the trip date requires payment in full for reservation numbers since the 12 week due date. This amount is an incurred bill on 7 days prior and due the day of the event. Failure to pay by the date due results in a 1 ½% monthly interest fee.

Signature required by an agent who may legally sign a financial and binding agreement for the school.			
		10-Ehr	
Name/Signature		Don Lee EE Director	
	CAMPDONLEE	01/24/24	
Date:		Date	
Title:			

Arapahoe, NC 28510

252-249-1106

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The Exploris School

Directors Report

To: Board Members **From:** Ethan, Josh, & Deb

Re: Monthly Board Report

Date: Feb 22, 2024

The following information is provided to the Board of Directors:

Enrollment

Grade Level	Active Enrollment	Class Sizes	Withdrawals Since 8/30/23 (10th school day)	Open Seats	2024/2025 Applications
Kindergarten	30	15	3	4	137
1 st Grade	35	17x1/ 18x1	1	1	50
2 nd Grade	38	19	0		39
3 rd Grade	38	19	0		56
4 th Grade	39	19x1/ 20x1	1	-1	48
5 th Grade	37	18x1/ 19x1	1	1	48
6 th Grade	73	19x1/ 18x3	2	3	113
7 th Grade	75	19x3/ 18x1	1	1	34
8 th Grade	75	19x3/ 18x1	2	1	25
Total	440		11	10	550

Student Support Team Report

Month	In School Suspension # students / # days	Out of School Suspension # students / # days	Major referrals that did not result in suspension	Minor Behavior Referrals # students / # referals
August	ES: 0/0	ES: 0/0	ES: 0/0	ES: 0/0
	MS: 0/0	MS: 0/0	MS: 0/0	MS: 0/0
September	ES: 0/0	ES: 0/0	ES: 2/2	ES: 5/5
	MS: 1/1	MS: 3/3	MS: 3/3	MS: 2/3
October	ES: 2/1.5	ES: 1/.5	ES: 1/1	ES: 5/5
	MS: 2/2	MS: 6/6	MS: 3/3	MS: 3/5

November	ES 0/0	ES 0/0	ES 1/1	ES: 10/11
	MS 1/1	MS 1.5/2	MS 2/2	MS 6/8
December	ES: 0/0	ES: 0/0	ES: 0/0	ES: 14/18
	MS:2/.5	MS: 0/0	MS 3/3	MS: 6/6
January	ES: 2/2	ES: 0/0	ES: 0/0	ES: 16/29
	MS: 2/2	MS: 0/0	MS: 4/6	MS: 13/16
February	ES: 1/1	ES: 1/1	ES: 4/4	ES: 20/26
	MS: 4/6	MS:0/0	MS:7/9	MS: 6/8
Total	ES: 5/4.5	ES: 3/1.5	ES: 8/8	ES: 70/94
	MS: 12/13	MS 10.5/11	MS 19/21	MS 36/40

Updates on Goals/Issues for Discussion

School Improvement Plan (SIP) Progress:

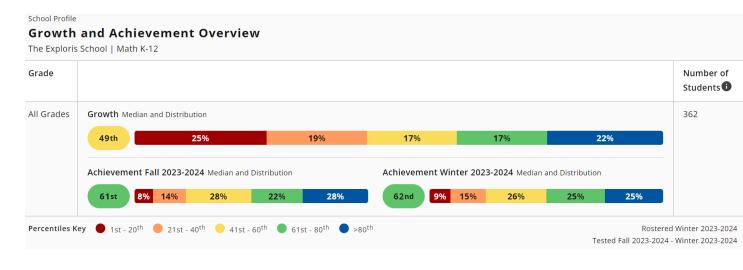
Target Area #1 Student Support Alignment Progress:

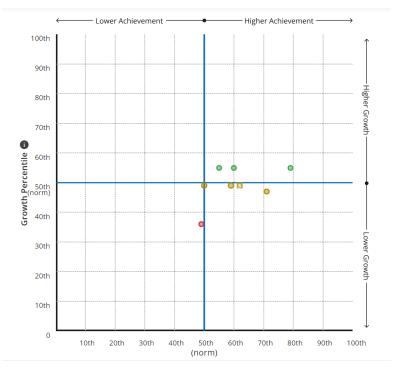
- Counseling and admin now have access to "Bark," a monitoring program that helps pick up on issues that
 may be of concern in student internet use, such as adult language, mention of weapons or threats, drug or
 alcohol usage, etc.
- Over the next several weeks we expect to have enough Chromebooks to transition Exploris to full 1x1 devices with no scholars using personal devices from home. This will better allow us to use applications like Clevr (which helps students log in to school apps and programs) and to better monitor student internet activity during the school day. We are looking at developing programs that will help us with accountability for these laptops, including considering things like issuing a specific laptop to scholars at a specific point (like entering 6th grade) and having them track with that same laptop for all their time at Exploris.
- 2nd trimester student led portfolios were held on Friday, Feb. 16th and Tues. Feb. 20th. This long standing Exploris tradition allows scholars to demonstrate their own learning to their teachers and families by choosing specific examples of their work that show progress towards meeting academic standards and personal goals.
- We are wrapping up the 2nd round of Explorations and will be kicking off the 3rd and final round will begin in 2 weeks.
- 8th graders in our Peer Advocates program have been meeting with elementary students to develop mentor-mentee relationships.

Target Area #2 Instructional Alignment Progress:

- PLC meetings have been focused on multiple ways to elicit student responses and engagement and on "teaching explicitly" through reviewing ECATS and iXL data
- Deb created a video for staff about policy changes connected to the SB 49 legislation and the new policies Exploris adopted in response
- On Feb. 22 Deb Brown and Leah Ruto will attend the *Building Momentum for Innovation through CBE* symposium at RTI (CBE is Competency Based Education.)
- Winter MAP testing (Measures of Academic Progress) is completed and teams are digging into their data to see what adjustments might be appropriate for core instruction. (NOTE: Winter MAP scores often show a "winter slump" which reflects both that students often don't take the winter test as seriously as the beginning and end of year benchmarks and the fact that academic standards are year-long, with much growth often coming exponentially towards the end of the year as scholars master the new concepts introduced since last fall.
- Math MAP data:

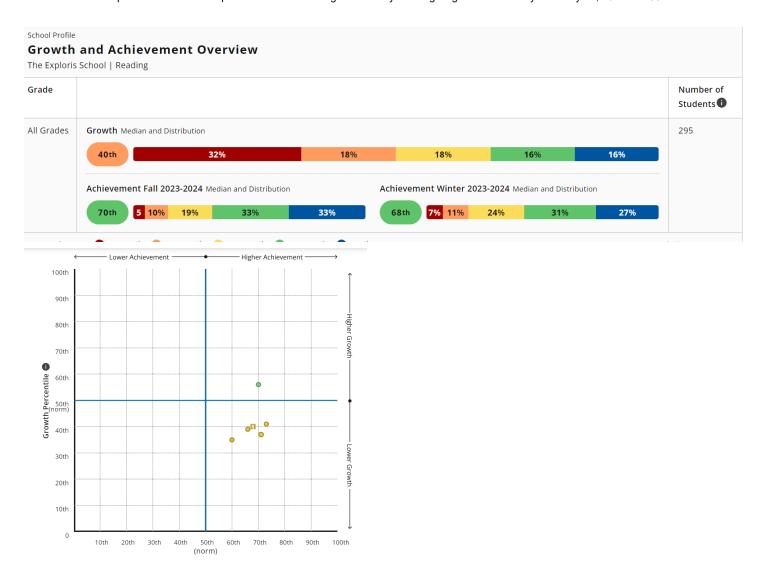
- As a school we have high achievement but low growth. We are just below the 50th percentile for growth.
- o 3 grade levels show high achievement and high growth.
- 3 grades show high achievement and low growth and 1 grade shows low achievement and low growth.





• Reading MAP Data:

- As a school we have high achievement but low growth.
- 1 grade levels show high achievement and high growth.
- 4 grades show high achievement and low growth.



Target Area #3 Community Engagement Progress:

- The Kaizen team has been reviewing the report from RISE on DEI and the feedback from staff on the report. Kaizen is working on next steps, which may include focusing on our strengths as a building block, re-focusing on what professional development might look like to build skills and capacity of the team for conversations around equity and inclusion, and using Panorama to conduct family surveys to give us more data.
- We will hold an Exploris Fun Run in March to help raise funds for field experiences and Explorations for next year. Last year, we partnered with Boosterthon for this event and while it was an overall good experience, we believe we can do a home grown version that will allow us to keep more of the funds raised vs paying them out to the managing company and will allow us to plan an event that more closely aligns with our values (like not having lots of little plastic toys as individual incentives.)
- We are holding a family information session on Title 1 on Feb 21st and crafting optional family information
 night programs with topics such as the history of LGBTQ in Raleigh and a panel discussion on the impact of
 the Israeli-Palestinian conflict. We will send calendar invites to Board members when these are scheduled
- The students and staff members going on the Japanese exchange have been preparing with Japanese language and culture classes on Fridays; the trip leaves on March 8th.
- In a joint PTO and Exploris leadership initiative, we have transitioned to using Substack for a weekly combined message to families. This weekly message contains announcements, updates, reminders, and short articles about school issues that may be of interest to families, such as attendance, competency based grading, interpreting MAP scores and others.
- The Wake County Fire Department will visit Exploris Elementary on Feb. 23rd for a fire safety program

- Prospective family tours continue weekly on each campus and will shift to "Accepted" family tours once the lottery is held in March.
- 8th graders have been working with Cori on the "America 250" project where they are building video resources, including a virtual tour, for the new Freedom Park
- Recent and Upcoming Field Experiences include:
 - 6th grade to UNC Campus and Morehead Planetarium
 - 3rd grade to Mordecai House, to Peace College for a performance of Matilda, and Museum of Science and IMAX theater
 - 4th grade to Camp Agape (and also the Matilda performance at Peace)
 - o 2nd grade STEM and roller skating
 - o 5th grade to Poe Health Center
 - 8th grade to Wilmington as a culmination of their study of the Novel *Crow.* They also had a special visit from Pulitzer Prize winning author David Zuccino, who wrote *Wilmington's Lie*

Human Resource Update

New Hires for Approva	l	
Name	Position	Notes
Chris Duncan	Elementary Exceptional Children's Teacher	First Day was December 1st
Yuki Hirose	Elementary Exceptional Children's Teaching Partner	First Day Full-time was January
2nd		
Nikki Kovach	Part-Time 5th Grade Teaching Partner	First Day was February 5th

Current Vacancies
MS EC beginning Jan. 26th, a long term sub plan is in place and candidates are being interviewed
MS EC beginning Feb, 28th, candidates are being interviewed
5th Grade beginning March 1st. A long term plan is in place

Important Dates (Board Attendance Requested)

• Schedule a visit to drop in and see classes in action! Even a short drop by is welcome!