

Liberty Charter Academy

Board Meeting

Date and Time

Thursday April 10, 2025 at 6:00 PM EDT

Location

Hayes Law

Agenda

			Purpose	Presenter	Time
I.	Оре	ening Items			6:00 PM
	A.	Record Attendance			1 m
	В.	Call the Meeting to Order		John O'Day	
		A quorum is present.			
	C.	Reading of the Mission Statement		John O'Day	1 m
	D.	Approve Agenda	Vote	John O'Day	
	E.	Approve Minutes	Approve Minutes	John O'Day	1 m
		Approve minutes for Board Meeting on March 13,	2025		
	F.	Approve Minutes	Approve Minutes	John O'Day	2 m
		Approve minutes for Special Board Meeting on Ma	arch 25, 2025		

			Purpose	Presenter	Time
II.	Pri	ncipal's Report			6:05 PM
	A.	Principal's Report	FYI	Mary Catherine Sauer	5 m
III.	Rea	ady to Open			6:10 PM
	A.	Revised Policies	Vote	Mary Catherine Sauer	20 m
		Staff Evaluation Policy Test Security Policy Conflict of Interest Policy			
	B.	Approval of Revised Calendar with Delay	Vote	John O'Day	10 m
	C.	Charter Amendment Request Revisions	Vote	Mary Catherine Sauer	10 m
	D.	The Church on 68 Lease	Vote	Mary Catherine Sauer	10 m
	E.	Hiring and Licensure Plan	Vote	Mary Catherine Sauer	15 m
IV.	Fin	ance			7:15 PM
	A.	Budget Report with Revisions	Vote	Mary Catherine Sauer	5 m
	В.	Revised Break-even Budget	Vote	Mary Catherine Sauer	5 m
V.	Clo	esed Session			7:25 PM
	A.	Enter Closed Session	Vote	John O'Day	10 m
		I make a motion that we go into closed session pudiscuss privileged and confidential personnel info		S 143-318.11 to	
	В.	Exit Closed Session	Vote	John O'Day	1 m
		I make a motion that we exit closed session.			

VI. Personnel 7:36 PM

A. Approve New Personnel Vote John O'Day
I make a motion to approve the presented personnel.

VII. Closing Items
A. Adjourn Meeting Vote

Liberty Charter Academy will develop responsible and active citizens through a foundation of a challenging, classical academic program, character education, student responsibility, and strong parental partnerships.

Approve Minutes

Section:
Item:
Item:
E. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for Board Meeting on March 13, 2025



Liberty Charter Academy

Minutes

Board Meeting

Date and Time

Thursday March 13, 2025 at 6:00 PM

Location

Hayes Law 4089 Battleground Ave.

Greensboro

Directors Present

A. Miller (remote), D. MacColl, D. Williams, J. O'Day, M. Schneider (remote)

Directors Absent

V. Jones

Guests Present

D. English (remote), M. Sauer

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

J. O'Day called a meeting of the board of directors of Liberty Charter Academy to order on Thursday Mar 13, 2025 at 6:05 PM.

C.

Read the mission statement

John O'Day read the mission statement.

D. Approve Agenda

- J. O'Day made a motion to Approve the agenda.
- D. Williams seconded the motion.

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

E. Approve Minutes

- J. O'Day made a motion to approve the minutes from Board Meeting on 02-20-25.
- M. Schneider seconded the motion.

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

II. Principal's Report

A. Principal's Report

MC Sauer presented the Principal's Report.

III. Ready To Open

A. Discussion and approval of Beginning Teacher Support Plan

- D. Williams made a motion to approve the Beginning Teacher Support Program Plan.
- J. O'Day seconded the motion.

The board reviewed the elements of the plan. MC Sauer explained that a draft had been submitted to the state and the feedback was used to draft the final plan.

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

IV. Finance

A. Financial Reports - Budget Revisions

- D. MacColl made a motion to approve the amended budget.
- M. Schneider seconded the motion.

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

B. Bond Documents

Due to the delays in closing on the bond, the board will discuss the bond documents at later date.

V. Closed Session

A. Enter Closed Session

- J. O'Day made a motion to go into closed session pursuant to NC GS 143-318.11 to discuss privileged and confidential personnel information.
- M. Schneider seconded the motion.

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

B. Exit Closed Session

- J. O'Day made a motion to Exit Closed Session.
- D. Williams seconded the motion.

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

VI. Personnel

A. Approve Personnel Report

- D. Williams made a motion to Approve the Personnel Report.
- D. MacColl seconded the motion.

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

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 7:32 PM.

Respectfully Submitted,

J. O'Day

Documents used during the meeting

- Principal's Report 3.13.25.pdf
- Beginning Teacher Support Plan, 25-26.pdf
- Budget Liberty Start-up 3.6.25.xlsx

Liberty Charter Academy will develop responsible and active citizens through a foundation of a challenging, classical academic program, character education, student responsibility, and strong parental partnerships.

Approve Minutes

Section:
Item:
F. Approve Minutes
Purpose:
Approve Minutes

Submitted by:

Related Material: Minutes for Special Board Meeting on March 25, 2025



Liberty Charter Academy

Minutes

Special Board Meeting

Date and Time

Tuesday March 25, 2025 at 6:00 PM

Location

Virtual - Join here:

https://us06web.zoom.us/j/85071596624?pwd=fAZCidywlcqcAbu63RqrleDWyhl41M.1

Directors Present

A. Miller (remote), D. Williams (remote), J. O'Day (remote), V. Jones (remote)

Directors Absent

D. MacColl, M. Schneider

Guests Present

D. English (remote), J. Looney (remote), M. Sauer (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

J. O'Day called a meeting of the board of directors of Liberty Charter Academy to order on Tuesday Mar 25, 2025 at 6:10 PM.

C.

Read the Mission Statement

II. Facility

A. Lease Addendum

- J. O'Day made a motion to Approve the lease addendum.
- V. Jones seconded the motion.

The board discussed the terms of the lease addendum. MC Sauer pointed out that when the bond closes the lease will be terminated.

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

III. RTO

A. Charter Application Amendments

- J. O'Day made a motion to Amend the charter application.
- V. Jones seconded the motion.

Board was able to agree on the changes.

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

B. RTO II Resubmissions

- J. O'Day made a motion to approve the Lunch Plan and Transportation Plan.
- V. Jones seconded the motion.

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

IV. Closed Session

A. Enter Closed Session

- V. Jones made a motion to go into closed session pursuant to NC GS 143-318.11 to discuss privileged and confidential personnel information.
- J. O'Day seconded the motion.

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

B. Exit Closed Session

- V. Jones made a motion to exit closed session.
- D. Williams seconded the motion.

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

V. Personnel

A. Personnel Report

- J. O'Day made a motion to approve the personnel report.
- V. Jones seconded the motion.

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

The board discussed whether the school leader, Dr. Looney, would be called a principal or head of school. Everyone, including Dr. Looney, agreed that he would be the head of school.

VI. Closing Items

A. Adjourn Meeting

- J. O'Day made a motion to adjourn the meeting.
- V. Jones seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:00 PM.

Respectfully Submitted,

D. English

Liberty Charter Academy will develop responsible and active citizens through a foundation of a challenging, classical academic program, character education, student responsibility, and strong parental partnerships.

Principal's Report

Section: II. Principal's Report Item: A. Principal's Report

Purpose: FY

Submitted by:

Related Material: Principal's Report 4.10.25.pdf

	PRINCIPAL'S REPORT
	April 10, 2025
	Facilities
Permanent Building	 Plans for Phase I will be submitted to the city for permits this week We have requested an extension to the due diligence period We think we will be able to have an Information Meeting and temporary office in the building by May
Alternate Location	We are scheduling inspections and preparing a lease for the alternate location
	RTO
Trainings	June 10-11, John and I will attend in person
Contingency Plans	We are pursuing several facility contingency plans including a delayed start and alternate locations
Reports	RTO II resubmissions are due on Friday Have begun working on RTO III
Amendments	If board approved, the amendment requests will be on the May CSRB meeting
	Marketing
Social Media	We are starting to announce new hires
Information Meetings	Will be held in May and June
Virtual Town Hall	Will be held monthly
Swag	 Car magnets are available for all enrolled students T-shirts will be ordered and will be available for sale Board shirts have been held up by problems with the shirt logo, solving that in progress
	Community
Parents	PTO will be started in April
	Enrollment
RTO Goal	75% of projected ADM by June 1 Currently: 45% Percent of new projected ADM: 53%
Break Even	232

	2025-2026										
Grade	K	1	2	3	4	5	6	7	8	9	Total
Applications	80	37	26	23	26	28	36	20	12		288
Spaces	65	25	28	28	28	28	28	28	28		314
Open Spots	0	0	2	5	1	0	0	8	16		32
Wait List	15	12	0	0	0	0	8	0	0		35
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	Employment
Staff	Continuing to interview candidates, should have some approvals for next meeting

Revised Policies

Section: III. Ready to Open Item: A. Revised Policies

Purpose: Vote

Submitted by:

Related Material: 2365 - Staff Evaluation Policy Revised.docx

1220 - Conflict of Interest Revised.docx 2710 - Testing Security Revised.docx Section: 2000 - Operations

Title: Staff Evaluations

Number: 2365

Adopted: 11/14/24 Revised: 04/10/25

The principal or designee will be tasked with developing and evaluating all staff members.

Formal Evaluations

All staff members will be evaluated using the LCA Evaluation Rubrics at least annually. Formal evaluations will include staff self-assessments and be included as part of the employees personnel file. Formal evaluations will be used to determine eligibility and amounts of performance-based raises and bonuses.

Informal Evaluations

Informal evaluations will occur mid-year or more often if needed to give staff members constructive feedback on their job performance.

Performance Plans

Staff members who are not meeting expectations will be offered opportunities to improve and given specific, written guidance and support to help them. Staff members who do not show adequate improvement in accordance with the Performance Plan may be terminated.

Licensed Teachers

Teachers who are either licensed or working towards licensure will additionally be evaluated using the North Carolina Educator Effectiveness System (NCEES)a state-approved evaluation tool. They will be offered adequate professional development opportunities to meet continuing education credit requirements and assistance with documentation and submission of licensure requirements.

Section: 1000 - Governance

Title: Conflict of Interest

Number: 1220

Adopted: 11/14/24 Revised: 04/10/25

A conflict of interest is a condition that exists when circumstances create, or have a genuine potential to create, a risk that judgment or actions by a director regarding the director's obligations to the school will be unduly influenced by other interest of that director. Other interests may be pecuniary, professional, personal, or any interest that affects judgment or action. Directors shall avoid conflicts of interest or the appearance of conflicts of interest and shall abide by all legal requirements governing conflicts of interests, including N.C.G.S. Section 55A-8-31.

A person shall not be disqualified from serving as a member of the school's board of directors because of the existence of a conflict of interest, so long as the person's actions comply with this conflict of interest policy and applicable law.

The members of the Liberty Board of Directors shall receive no compensation other than reimbursement of reasonable expenses incurred while fulfilling duties as a member of the board.

Notwithstanding any other provisions in this policy, no voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.

1. Duty to Disclose

If a matter before the board conflicts with, or may create a conflict between, the interest of the school and any other interest of a director, or a director's family or business, the conflicted director shall inform the Board of Directors of the conflict or potential conflict.

2. Determining Whether a Conflict of Interest Exists

If there is a genuine question about whether a conflict of interest actually exists, legal counsel will be consulted to determine if there is an actual conflict.

3. Procedures for Addressing the Conflict of Interest

When it is decided that a conflict of interest exists, the interested party shall refrain from participating in any discussions and votes on the matter for which the conflict of interest exists.

4. Violations of the Conflicts of Interest Policy

- a. If the Board of Directors or committee has reasonable cause to believe a member has failed to disclose actual or potential conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Annual Statements:

Each director, principal officer, and member of a committee with Board of Directors delegated powers shall annually sign a statement, which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy, and
- c. Has agreed to comply with the policy.

Section: 2000 - Operations

Title: Test Security

Number: 2710

Adopted: 02/20/25 Revised: 04/10/25

All testing materials will be stored with appropriate measures of security and in accordance with applicable state and federal requirements.

Testing materials will be stored in locked cabinets located within a designated locked closet or room on the school campus. The closet will NOT be keyed to the master key system. A separate key for the testing closet and interior cabinets will be held by the principal and the testing coordinator only. The principal will allow test materials to be distributed immediately before the test administration.

All testing storage, preparation, administration, and reporting will be performed in compliance with the North Carolina Test Coordinators' Handbook.

Any breach of security, loss of materials, failure to account for materials, or any other deviation from required security procedures shall be reported immediately to the principal, school test coordinator, and regional accountability coordinator.

Approval of Revised Calendar with Delay

Section: III. Ready to Open

Item: B. Approval of Revised Calendar with Delay

Purpose: Vote

Submitted by:

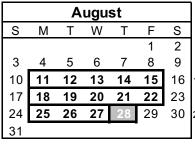
Related Material: 2025-26 Academic Calendar Liberty Option 2.pdf

2025-26 Academic Calendar Liberty Option 3.pdf

2025-26 Academic Calendar Liberty.pdf

LIBERTY CHARTER ACADEMY

CALENDAR 2025-2026



11th-27th Staff Development

28th First Day of School, Half Day

	February							
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9th Staff Development	1	2	3	4	5	6	7	
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	15	16	17	18	19	20	21	
9th Staff Development	22	23	24	25	26	27	28	
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March

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st Labor Day, No School

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6th Staff Development 14th End of 1st Quarter 25 20-21st Conferences, Half Day 4th - 10th- Spring Break, no school

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11th Veteran's Day, No School

26th-28th Thanksgiving Break

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19th Half Day 22nd Winter Break

12th End of 4th Quarter 16th Last Day of School - Half Day 17th - 18th Staff Workdays

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1st-2nd No School 5th Students Return 14th End of 2nd Quarter 19th MLK Jr. Day, No School

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No school for students, all day for staff Half day for students, all day for staff No school for students and staff

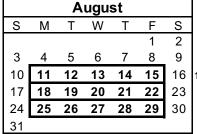
181 Days, 1070 Hours

Inclement weather days: 2/12, 3/30, 5/5

LIBERTY CHARTER ACADEMY

CALENDAR

2025-2026



11th-29th Staff Development

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6th Staff Development 14th End of 1st Quarter 20-21st Conferences, Half Day

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11th Veteran's Day, No School

26th-28th Thanksgiving Break

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19th Half Day 22nd Winter Break

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1st-2nd No School 5th Students Return 14th End of 2nd Quarter 19th MLK Jr. Day, No School

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4th - 10th- Spring Break, no school

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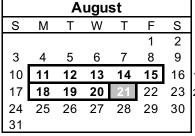
179 Days, 1058 Hours

Inclement weather days: 2/12, 3/30, 5/5

LIBERTY CHARTER ACADEMY

CALENDAR

2025-2026



11th-20th Staff Development 21st First Day of School, Half Day

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6th Staff Development 14th End of 1st Quarter 20-21st Conferences, Half Day

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11th Veteran's Day, No School

26th-28th Thanksgiving Break

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19th Half Day 22nd Winter Break

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1st-2nd No School 5th Students Return 14th End of 2nd Quarter 19th MLK Jr. Day, No School

No school for students, all day for staff Half day for students, all day for staff No school for students and staff

9th Staff Developme

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9th-10th Conferences, Half Day

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4th Staff Developm

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12th End of 4th Quarte 16th Last Day of School - Half Day 17th - 18th Staff Workday

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186 Days

Inclement weather days: 2/12, 3/30, 5/5

Approved 10/10/24

Charter Amendment Request Revisions

Section: III. Ready to Open

Item: C. Charter Amendment Request Revisions

Purpose: Vote

Submitted by:

Related Material: Charter_Ammendment_Requests_4.10.25.pdf

Liberty Charter Academy Requests for Charter Amendments

 Delay 9th grade and reduce enrollment projections to 545 for 2025; add 9th and 10th grades simultaneously in August 2026

The site that will be Liberty's permanent home is currently zoned for a minor school (K-8 up to 800 students.) An amendment to the Planned Unit Development is required to be permitted to have high school grades at the site. Given the tight timeline and the requirements associated with obtaining the ECO, it will not be possible to have an amendment to the PUD approved in time for an August 2025 opening. Liberty does plan to pursue the amendment to the PUD in anticipation of having high school grades in the 2026-27 school year. Adding both 9th and 10th grades in 2026 will be operationally desirable and allow students who have already applied to 9th grade to join the Liberty family as 10th graders.

2. Count hours or days for purposes of meeting state calendar statutes and delaying the start of school

The Liberty board anticipates receiving an ECO and closing on the property in July 2025. The tight timeframe, however, there are unexpected delays Liberty would like the flexibility to delay the start of school by up to 7 days. In order for that to be feasible, the ability to count hours instead of days (which is the method currently in the charter) will be important for the school to meet the statutory requirements the first year.

3. Use an alternate location, if necessary, that is more than 5 miles from permanent site

If unexpected delays prevent Liberty from opening in its permanent facility, an alternate
facility has been secured. Having hosted 4 other charter schools, the facility already has an
ECO and is well-suited to serve as a temporary location. The back-up facility is, however, 11
miles away from the permanent facility and in Greensboro instead of High Point.

The Church on 68 Lease

Section: III. Ready to Open

Item: D. The Church on 68 Lease

Purpose: Vote

Submitted by:

Related Material: Liberty - Church on 68 Lease 04.10.25.pdf

COMMERCIAL LEASE AGREEMENT

The Lease Agreement, including any and all addenda attached hereto ("Lease") is by and between **The Church on 68**, ("Landlord") whose address is 300 NC 68, Greensboro, NC 27409 and **Liberty Charter Academy** ("Tenant"), whose address is 3607 Birdsong Ct., Summerfield, NC 27358.

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Premises/Property

(Note: In this paragraph, Premises is the actual space being leased and Property is the broader site/location of the Premises).

1. (a) Landlord, leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter, called the "Premises"), which is a part of a building or buildings located at the Property defined below.

The address of the Premises is300 NC 68, Greensboro, NC 27409	
The rentable square footage of the above premises to be used exclusively by Tenant is deemed to be1360 str	<u>sq</u>
The rentable square footage of the above premises to be used non-exclusively by Tenant is deemed to be 38,990 sq. ft, as shown in Exhibit A.	

Premises that are to be used by Tenant non-exclusively, as depicted on Exhibit A, are subject to the terms of use in Exhibit C.

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Area") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas. But Landlord shall not unreasonably interfere with Tenant's parking rights and access to and use of the Premises and common areas by Tenant, its agents, employees, and invitees.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the property, subject to the terms hereof.

TERM

2.	The term of the Lease shall commence on <u>August 18, 2025</u> ("Lease Commencement Date"), and
	shall end at midnight on <u>September 30, 2025</u> , unless sooner terminated as herein provided. Upon
	written notice to Landlord, Tenant may extend the terms of this Lease on a weekly basis until November
	30, 2025 with the same terms and conditions. Notwithstanding any provisions of this Lease to the contrary,
	Tenant shall not have any obligations under this Lease until the commencement of the Lease term.

RENT

3.	On August 18, 2025 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as
	directed by Landlord), without notice, demand, deduction or set off, a non-refundable deposit of
	\$5000.00 For every week, either full or partial, of the Lease, Tenant shall pay Landlord a rental of
	\$11,000.00 per week, payable by the 5 th of each subsequent month.

4.	In the event that Tenant is unable to secure a charter from the State of North Carolina to open Tenant's
	charter school in the Premises on or before August 2025, or Tenant is granted a delay for opening, Tenant
	shall have the right to terminate this Lease upon written notice to Landlord. Tenant may terminate this
	Lease before or after the Rent Commencement Date by giving written notice to Landlord. Upon
	termination of the Lease, Tenant shall pay any outstanding rent and will forfeit the deposit.

Tenant shall pay all rent to the Landlord at the	following address:	300 NC 68,
Greensboro, NC 27409	•	

LATE CHARGES

5. If Landlord fails to receive full rental payment within five (5) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to 5% of the overdue amount. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

UTILITY BILLS/SERVICE CONTRACTS

6. Subject to the provisions contained in Exhibit C, Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") on the Premises shall be paid by the party indicated below as to each Service Obligation related to the permanent building. In each instance, the party undertaking responsibility for the payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Tenant shall secure cell phones for its own use. Landlord shall provide Tenant access to internet service. Landlord shall pay all Service Obligations with regard to the Common Areas.

SERVICE OBLIGATION	LANDLORD	TENANT	NOT APPLICABLE
Sewer/Septic	X		
Water	X		
Electric	X		
Gas	X		

Telephone	X	X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System	X		
Fiber Optic			X
Janitor/Cleaning	X		
Trash/Dumpster	X		
Landscaping/Maintenance	X		
Sprinkler System (including phone)	X		
Pest Control	X		
Internet	X		

Landlord shall not be liable for injury to Tenant's business or loss of income there from or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representation or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this Paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same; unless such discontinuance, failure, or interruption continues for more than 5 consecutive days, in which event Tenant shall have all rights and remedies available to Tenant. Landlord's liability under this Lease, and Tenant's sole recourse against Landlord shall be limited to the greater of the interest of Landlord in the Premises, or the expenses incurred by Tenant on renovations, additions, and upgrades (provided such renovations, additions, and upgrades were pre-approved by Landlord.)

RULES AND REGULATIONS - SEE EXHIBIT B

7. The Rules and Regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditure(s) in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property, except as arising from the negligent acts or omissions of any of Landlord, its agents, employees, and invitees.

PERMITTED USES

8. The Permitted Use of the Premises shall be: charter school. The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste by Tenant, its agents, employees, and invitees, to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances; provided, however, with regard to the non-exclusive portion of the Premises, the forgoing shall only apply to Tenant, its agents, employees, and invitees.

TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERTAING EXPENSES

9. Landlord shall pay all taxes (including, but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and Property operating expenses as provided herein. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property operating expenses.

INSURANCE, WAIVER, IDEMNITY

- 10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit, per occurrence. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insured's" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designated upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.
- (b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the Tenant's use of the Premises and the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees of contractors. Except as otherwise provided in Paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the Landlord's use of the property and the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the Premises and other portions of the property, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

- 12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, except normal wear and tear, damage by fire or other casualty, and those repairs expressly required to be made by Landlord hereunder. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs.
 - (b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition, and repair as on the Lease Commencement Date, except normal wear and tear, damage by fire or other casualty. Tenant, Tenant's employees, agents, invitees or contractors shall take no action, which may void any manufacturers, or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 13 upon Landlord's written request. All approved alterations, additions and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. All alterations, additions and improvements shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises or the Property. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Property caused by the removal of any such machinery, equipment or trade fixtures. As a condition of this lease, Tenant may make such alterations, additions, and improvements as may be necessary to secure a Certificate of Occupancy for Education, as necessary for Tenant to open and operate in accordance with stated purpose; provided, Tenant must, prior to commencement present plans and estimated costs for such alterations, additions, and improvements for Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

TERMINATION

DESTRUCTION OF OR DAMAGE TO PREMISES

- 14. (a) If the Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, Landlord and Tenant shall each have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date, upon written notice to the other.
- (b) If the Premises are damaged but not wholly destroyed by such causalities or if the Landlord or Tenant does not elect to terminate the Lease under Paragraph 13 (a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the upon which Landlord received applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) days period, Tenant's sole remedy shall be to terminate this Lease.
 - (c) In the event of any casualty resulting in the Tenant's inability to use 50% or more of the premises for more than 30 consecutive days, during the one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within thirty (30) days after such occurrence.
 - (d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, or other portions of the Property, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement, except arising from the negligent acts or omissions of any of Landlord, its agents, employees, or invitees.
 - (e) In the event of the termination of this Lease under any of the provisions of this Paragraph 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

- 16. Tenant, at its own expense, agrees to comply with:
 - a) Any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises;
 - b) The rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein;
 - c) Provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and,

d) The Americans with Disabilities Act (41 U.S.C.S. 12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to Least term's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

- 17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by a governmental of quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.
 - (b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.
 - (c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.
 - (d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Paragraph 3 and other sums due under the Lease shall by reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.
 - (e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Paragraph 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease to any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, its agents, employees, and invitees. Landlord shall not allow the use of the Premises or any part thereof, whether for a fee or not, to any other entity, group, organization, or business, that will interfere with Tenant's rights and ability to use the Premises as described herein. A merger or change in control of Tenant shall be considered an assignment.

EVENTS OF DEFAULT

- 19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:
 - a) Tenant fails to pay when due the rental as provided for herein;
 - b) Tenant abandons or vacates the Premises;
 - c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach;
 - d) Tenant is adjudicated bankrupt;
 - e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal;
 - f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof;
 - g) Tenant makes an assignment for benefit of creditors;
 - h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

- 20. Upon the occurrence of the Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided by law:
 - a) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or
 - b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or
 - c) Landlord, as Tenant's agent, without terminating this Lease, may terminate Tenant's possession and remove from the Premises all of Tenant's property without being guilty of or liable for trespass without relinquishing Landlord's right to rent payable by Tenant hereunder. In addition, Landlord may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on re-letting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any

time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month or fraction thereof during which Tenant so remains in possession of the Premises, be the monthly rental rate plus 1.25% of said rental rate otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

- 25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) used by Tenant on the Premises, it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous to toxic substances, and any amendments to foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all of Tenant's Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.
 - (b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials on the Premises, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.
 - (c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.
 - (d) For purposes of this Lease, "Hazardous Materials" mean any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by an Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a

radioactive material, drug, bacteria, virus or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Paragraph 25 shall survive the termination of this Lease.

SUBORDINATION, ATTORNMENT, ESTOPPEL

- 26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and the Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein, Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.
 - (b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or non-judicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or a Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an Attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be release and discharged from all is covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.
 - (c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppels certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgages or transfer the statements contained in such estoppels certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left of the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent sure or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by US certifies mail, return receipt requested, postage prepaid. Notices shall be delivered or sent to the

below listed addresses. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

As to Landlord:

300 NC 68, Greensboro, NC 27409

As to Tenant:

3607 Birdsong Ct., Summerfield, NC 27358

GENERAL TERMS

- 29. (a) "Landlord" as used in this Lease shall include the undersigned, it heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub lessees as to the Premises covered by such assignment or sublease. "Landlord", "tenant", and "agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.
- (b) No failure of Landlord to exercise and power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

- (d) This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto.
- (e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate and transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

SPECIAL STIPULATIONS

Additional terms of this Lease are set forth on Exhibit C attached hereto and incorporated herein by reference.

INDEBTEDNESS TO STATE

Pursuant to NC GS 115C-238.291.1, no indebtedness of any kind incurred or created by Tenant shall constitute any indebtedness of the state or its political subdivisions, and no indebtedness of Tenant shall involve or be secured by the faith, credit or taxing power of the state or its political subdivision.

THIS DOCUMENT IS A LEGAL DOCUMENT, EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUESNCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW.

In witness whereof, the undersigned have executed this Agreement.

LIBERTY CHARTER ACADEMY
By:
Printed Name:
Title:
Date:
THE CHURCH ON 68
By:
Printed Name:
Title:
Date:

EXHIBIT "C"

- 1. Tenant will occupy the one exclusive office on August 1, 2025 and thereafter during the term of this Lease at no additional charge by Landlord.
- 2. Tenant will have exclusive use of non-exclusive space on weekdays throughout the term of the lease, from 7 a.m. to 6:00 p.m. Landlord will have exclusive use of non-exclusive space on Sundays and weeknights after 6:00 p.m. Additional use by Landlord of non-exclusive space during weekdays from 7 a.m. to 6:00 p.m. during the term of the Lease will require prior written approval by Tenant.
- 3. The sanctuary and other spaces may be used by Tenant after 6:00 p.m. on weekdays and on weekends with prior approval by Landlord.
- 4. Tenant will pay as additional rent for necessary increased garbage disposal.
- 5. Tenant will pay as additional rent for janitorial supplies in proportion to increase of use.
- 6. Tenant will pay as additional rent for janitorial services in proportion to increase of use.
- 7. Tenant will employ Landlord's approved staff when needed to operate Landlord's sound and video equipment in the sanctuary.
- 8. Landlord will conduct and facilitate criminal background checks of church and other tenants at Landlord's expense. Landlord will share any findings with Tenant who retains the right to limit access of said employees during time of Tenant's occupation of non-exclusive spaces.
- 9. Tenant will, at its expense, upgrade and alter premises and property to necessarily fit its purposes with the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. These upgrades may include but are not limited to the addition and installation of lockers, dry-erase boards, and telephone equipment.
- 10. Tenant may use movable, portable partitions as needed.
- 11. Landlord and Tenant will establish procedures for covering or removing all religious symbols in all areas that Tenant will be using. Nothing in this provision will require Landlord to structurally alter the facility.
- 12. Landlord may use Premises during school times with prior written consent from Tenant for funerals or other scheduled events, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be granted if such consent shall interfere with the Tenant's ability to comply with all the requirements of its charter under state law.
- 13. Upon vacating the Premises, Tenant will, if needed, have carpets cleaned and walls painted to return Premises to the condition it was in at the commencement of the Lease Term, exclusive of wear and tear, damage by fire, or other casualty, and Landlord's repair obligations.

Coversheet

Hiring and Licensure Plan

Section: III. Ready to Open

Item: E. Hiring and Licensure Plan

Purpose: Vote

Submitted by:

Related Material: Liberty Hiring and Licensure Plan-Liberty 2025-26.pdf

<u>Liberty Charter Academy</u> <u>Hiring and Licensure Plan</u>

HIRING PLAN

1. Hiring Overview

Liberty Charter Academy (41P) is a public charter school opening in High Point in August 2025. Projected to open with 645 students in K-9th grades, LCA expects to hire up to 45 staff members. The hiring, just like the budgeting, will be strategic. Staff members will be hired only when those positions are supported by the number of students enrolled. As the number of enrolled students climbs and more classes are opened up to accommodate more students, the hiring of appropriate staff members will keep pace.

Currently, the school is hiring for an ADM of 314, which is 12 classroom teachers, 2.5 specials teachers, 2 staff members, one administrator, and one EC teacher.

The school has received over 40 applications and is in the process of interviewing and vetting candidates for hire. 3 teachers and 1 staff member have been hired contingent on board approval.

2. Procedure for Administrators

Administrators will be hired by American Traditional Academies, LCA's management organization. Three applicants are being considered for the Head of School position. When the preferred Head of School candidate is identified, the LCA Board of Directors will be given an opportunity to meet the candidate. After that meeting, a contract will be finalized between the preferred candidate and ATA. The new Head of School may be involved in the selection of other candidates.

3. Procedure for Staff and Teachers

<u>Applicants</u>

Applications are received by the school principal who reviews the cover letter, resume, application, and questionnaire, where applicable. The principal identifies applicants who are the best qualified to fill the open positions.

The principal interviews prospective employees either remotely or in-person (preferred). The principal, at his or her discretion, may bring in other staff members to assist with the interviews.

If the Principal decides to move the candidate forward in the process he or she can:

- 1. Set up a second interview with other staff members to gain more perspectives.
- 2. Move the candidate to the preferred candidate status

Preferred Candidates

Preferred candidates will go through a pre-approval process which includes

- Reference checks
- Revoked license checks
- Salary analysis to include comparable Guilford County School's salary and budget examination

If the preferred candidate satisfies the pre-approval requirements, the principal may make the candidate an offer contingent on a background check and board approval (if a teacher or TA).

Upon accepting an offer, the ATA operations manager will initiate a background check and the principal will place the preferred candidate on the personnel report for the next board agenda.

After receiving board approval, the new employee will be given enrollment paperwork and instructions for onboarding by the ATA operations manager.

Staff Positions for 314 Students				
Head of School	Interviewing			
Operations Manger	Interviewing			
Student Support Specialist	Hired			
EC Teacher	Interviewing			
K	Candidate Identified			
K	Interviewing			
K	Interviewing			
1	Interviewing			
2	Interviewing			
3	Interviewing			
4	Interviewing			
5	Hired			
6-9 ELA	Hired			
6-9 Math	Interviewing			
6-9 Science	Interviewing			
6-9 History	Hired			
PE	Candidate Identified			
Art	Interviewing			
Music	Interviewing			

LICENSURE PLAN

1. School Overview

Liberty Charter Academy is a public charter school opening in High Point in August 2025.

Liberty Charter Academy will develop responsible and active citizens through a foundation of a challenging, classical academic program, character education, student responsibility, and strong parental partnerships.

Liberty Charter Academy will be located at 1701 Westchester Dr., NC 27262.

Our contact information is:

Liberty Charter Academy

3607 Birdsong Ct., Summerfield, NC 27358

Phone: 336-423-6614

Fax: 336-286-6584

mcsauer@libertycharteracademy.com

2. Designated Individual in Charge:

The School Principal or designee, usually the Instructional Coach, will be responsible for coordinating the licensure program. He or she will work with each teacher to develop an individual plan to either pursue NC licensure or renewal. Occasionally, there may be a situation in which the teacher does not want to pursue licensure. Any teacher who is not pursuing licensure will be required to receive permission in writing from the Principal.

Before making an offer of employment to any teacher, the Principal will review the NC DPI Revoked License list to ensure that no staff members are hired who have had a license revoked.

3. Licensure Plan Information:

It is expected that teachers at Liberty Charter Academy will either pursue licensure, pursue renewal of their license, or have an exemption from the Principal. At all times, the principal will ensure that at least 50% of teachers hold one of the following valid NC licenses:

- Permit to teach
- Emergency license
- Residency license
- Initial professional license
- Continuing professional license
- Lifetime license

To help beginning teachers meet their licensure requirements, develop and improve their practice, and prepare for a successful teaching career, a robust Beginning Teacher Support Program (BTSP) will be implemented.

Liberty Charter Academy teachers shall maintain an annual Professional Development Plan (PDP) which includes a plan, approved by the Instructional Coach, for participating in professional development that will meet the expectations of the North Carolina Professional Teaching Standards and the additional requirements of Liberty Charter Academy based on the specific needs of the school and the educator.

Any teacher who would like to attend outside professional development, take courses, attend a conference, or attend a workshop must seek approval from the Instructional Coach to include the PD on their PDP.

Whenever a teacher completes a training or activity that qualifies for CE credits, it is the teacher's responsibility to ensure that the Instructional Coach has a copy of the certificate for those credits. The Instructional Coach will keep a copy of all CEU certificates in the teacher's Licensure and Instruction file. At least twice per year the Instructional Coach will meet with the teacher and review the CEUs the teacher has earned to ensure that the teacher is following the PDP and is on track to earn licensure or renewal.

Teachers will earn at least 8 CEUs or 80 Clock Hours of Professional Development before their license renewal.

Grades K-5

- 3 subject area
- 3 literacy
- 2 general

Grades 6-8

- 4 subject area
- 4 general

The Instructional Coach will assist each teacher in documenting CEUs and applying for licensure or renewal.

Coversheet

Budget Report with Revisions

Section: IV. Finance

Item: A. Budget Report with Revisions

Purpose: Vote

Submitted by:

Related Material: Budget Liberty Start-up-4.10.25.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. <u>Adobe Reader</u>:

Budget Liberty Start-up-4.10.25.xlsx

Coversheet

Revised Break-even Budget

Section: IV. Finance

Item: B. Revised Break-even Budget

Purpose: Vote

Submitted by:

Related Material: Break-even Budget 2025-26 04.10.25.pdf

Liberty Charter Academy - Board Meeting - Agenda - Thursday April 10, 2025 at 6:00 PM Liberty Charter Academy Break Even Budget 2025-2025

Year		1 2026
FY End 6/30		
ADM		232
EC		30
Revenue		
STATE REVENUE		
Rev-Charter Schools- 036 Rev-Summer Reading	\$	1,590,331.04
NCVPS School Conectivity	\$	32,000.00
Rev-Indian Gaming		
Total State Revenue	\$	1,622,331.04
LOCAL REVENUE		
Rev- Sales Tax		
Rev- Interest Income Rev- Loans		
Rev- Student Lunches		
Rev- Athletics		
Rev- Guilford County	\$	749,592.00
Rev - Afterschool Care	\$	4,800.00
Rev-Donations & Fundraising & Other	\$	4,000.00
Rev-Refunds	,	.,
Total Local Revenue	\$	758,392.00
FEDERAL REVENUE		
Rev - PRC 060 IDEA Part B	¢	17 566 46
Total Federal Revenue	<u>\$</u> \$	17,566.46 17,566.46
iotal redelal nevellue	<u> </u>	17,300.40
TOTAL REVENUE	\$	2,398,289.50
EXPENSES		
4.01 : 0.0		
1. Salaries & Bonuses	٠,	712 051 00
Salary-Teacher	\$	712,851.00
Salary- Substitute Salary-EC Teacher	\$ ¢	24,000.00 54,000.00
Salary-Staff	\$ \$ \$	93,000.00
Salary- Administrative	Ś	85,000.00
Bonuses	\$	48,442.55
Total 1. Salaries & Bonuses	\$	1,017,293.55
2. BENEFITS		
Social Security & Medicare	\$ \$ \$ \$	76,297.02
Retirement Cost	\$	30,518.81
Hospitalization Cost	\$	111,902.29
Other Insurance Cost	\$	7,500.00
Unemployment Cost	Ş	8,000.00
Total 2. Benefits	\$	234,218.11
Total Personnel	\$	1,251,511.66
Percentage of Revenue	·	52.18%
-		
3. BOOKS & SUPPLIES		
Textbooks/Curriculum	\$	46,000.00
Instructional & Testing Supplies	\$	3,800.00
Office Supplies	\$	9,000.00
Fundraising and Health Supplies	\$	7,500.00
Memberships		
Postage	\$	600.00
Sales Tax Expense	\$	66 000 00
Total 3. Books & Supplies	<u> </u>	66,900.00

4. TECHNOLOGY

ADM			232
	Instructional Software	\$	21,750.00
	Tech Equip - Cromebooks Instructionsl	\$	20,000.00
	Tech Equip - Teacher Laptops	\$	26,000.00
	Tech E-Rate Cap Tech Equipment - Instructional	\$	32,000.00
	Office Software	\$	22,000.00
	Supplies and Materials	\$ \$	12,000.00
	Total 4. Technology	\$	133,750.00
	5. NON-CAP EQUIPMENT & LEASES		
	Instructional Equipment & Furniture	\$	56,000.00
	Reproduction Costs	\$	4,200.00
	Equipment - EC	\$ \$	2,000.00
	Office Equipment	\$	6,000.00
	Total 5. Non-Cap Equipment & Leases	\$	68,200.00
	6. CONTRACTED STUDENT SERVICES		
	EC Services	\$	11,960.00
	Psychological Services	\$	3,120.00
	Speech Services	\$	44,720.00
	Total 6. Contracted Student Services	\$	59,800.00
	7. ATHLETIC PROGRAMS		
	Coach Stipends		
	Contracted Athletic Services		
	Athletic Uniforms		
	Athletic Equipment		
	Athletic Fees and Dues		
	Total 7. Athletic Programs	\$	-
	8. STAFF DEVELOPMENT Workshop Expense Total 8. Staff Development	\$ \$	<u>-</u>
	9. ADMINISTRATIVE SERVICES		
	Advertising	\$	8,000.00
	Audit Services		
	Bank Fees	\$	900.00
	Management Fees	\$	287,794.74
	General Admin/HR	\$	2,000.00
	Legal Services	\$	6,000.00
	Power School	\$	2,000.00
	Technology Services	\$	-
	Other Tax Payments	\$ \$ \$ \$	-
	Total 9. Administrative Services	\$	306,694.74
	10. INSURANCES		
	Workers Compensation	\$	8,000.00
	General Liability	\$	42,000.00
	Total 10. Insurances	\$	50,000.00
	11. RENT & DEBIT SERVICES		
	Debt Service- Principal	\$	-
	Debt Service-Interest	\$ \$ \$	180,409.00
	Rent Total 11. Rents & Debt Service	\$	180,409.00
	Percentage of Revenu		7.52%
	r el centage of Neveriu	-	7.52/0
	12. FACILITIES		
	Building Services	\$	7,000.00

Liberty Charter Academy - Board Meeting - Agenda - Thursday April 10, 2025 at 6:00 PM Liberty Charter Academy Break Even Budget 2025-2025

ADM			232
	Building Supplies & Materials	\$	5,000.00
	Landscaping	\$	4,000.00
	Contracted Custodial Services	\$	33,000.00
	Custodial Supplies & Materials	\$	11,700.00
	New Site Costs	\$	6,000.00
	Miscellaneous Costs	\$ \$ \$ \$	8,000.00
	Total 12. Facilites	\$	74,700.00
	13. UTILITIES		
	Electric	\$	32,000.00
	Natural Gas	\$	-
	Waste Management	\$	3,000.00
	Telephone	\$ \$ \$ \$	4,000.00
	Internet	\$	-
	Mobile Communicatins	\$	1,200.00
	Total 13. Utilities	\$	40,200.00
	14. NUTRITION Food Supplies - Lunch Food Purchases - Office Total 14. Nutrition & Food	\$ \$	42,920.00 7,800.00 50,720.00
	15. CAPITAL EQUIPMENT & FURNITURE Instructional		
	Office Equipment & Furniture	\$	38,000.00
	Total 15. Capital Equipment/Furniture	\$	38,000.00
	17. TRANSPORTATION		
	Bus Service	\$	73,500.00
		\$	<u> </u>
	Total 17. Transportation	\$	73,500.00
	TOTAL EXPENSES	\$	2,394,385.40
NET SU	IRPLUS/(DEFICIT)	\$	3,904.10