



A Traditional American Education

MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
November 19, 2019
Woodmen Hills Recreation Center

1.0 Call to Order

Mr. Wilson called the meeting was called to order at 6:34.

2.0 Roll Call and establishment of a quorum

The following board members were present: Mr. Burt *Hands*, Ms. Jennifer *Helland*, and Mr. Michael *Peterson* and Mr. Wilson. Ms. Morin, enroute, joined by phone.

3.0 Welcome and Pledge of Allegiance

Mr. Wilson welcomed those in attendance and invited them to join the Board in the Pledge of Allegiance.

4.0 School Mission & Vision

Mr. Wilson opened the meeting by reading both the Liberty Tree Mission and the school's vision.

5.0 Meeting Agenda

Mrs. Helland moved to amend the agenda to add a SAC committee. Mr. Peterson seconded the motion. It carried 5-0.

6.0 Public comment - none

7.0 Previous Meeting Minutes

October minutes were submitted. Mrs. Helland moved to receive the minutes and Mr. Peterson seconded the motion. The motion carried 5-0.

8.0 Quarterly Finance report for the school and building corporation

Was presented by the Board Treasurer, Mr. Peterson with the official student count at 501. Mr. Hands moved to accept the report and Mrs. Helland seconded the motion. It carried 5-0. Ms. Morin joined the meeting in person.

9.0 Audit Approval

Since the Board received the sign off on the audit from the attorney moments before the meeting, the Board agreed to table the audit to allow members to review in a special meeting before accepting.

10.0 Employee Handbook Approval

The Board agreed to table approval of the handbook to allow members to read before accepting.

11.0 BCSI Followup

In response to the visit BCSI made to the LTA October board meeting, the Board agreed it was appropriate for the Board Secretary to send a letter asking for an update on the revisions to the licensing agreement base on the LTA Board concerns.

12.0 BOD Vote and Nominees

A motion was made by Ms. Morin to nominate Mr. Don Rodgers and Mr. Mike Johnson to the LTA Board. Mr. Hands seconded the motion. Due to a bylaw question by Mrs. Helland a vote was not held.

13.0 School leader discussion

The LTA Board reluctantly accepted the resignation of Principal Mr. Wright due to health reasons. Members of the Board expressed their appreciation for the enthusiastic way he approached his position and regret that his health would not allow him to go on. Mrs. Helland moved to accept the resignation and Mr. Peterson seconded the motion. The motion carried 5-0.

14.0 Executive Session - Pursuant to §24-6-402(4)(f), C.R.S.), Personnel matters. Due to family relationships both Mr. Wilson and Mr. Hands recused themselves from the meeting.

At 7:27 the Board entered executive session. The Board exited the executive session at 7:43. Mrs. Helland made a motion to appoint Mrs. Wilson Interim Principal and Ms. Morin seconded the motion. The vote was 3-0 with Mr. Wilson and Mr. Hands having recused themselves.

Mr. Wilson and Mr. Hands then rejoined the meeting.



Michael Peterson, Board Treasurer

15.0 Officer change and discussion.

Mr. Ronnie Wilson submitted his resignation as Board President. He will remain as a member for a time. Ms. Morin moved to accept the resignation and Mrs. Helland seconded the motion. The motion carried 5-0. Ms. Morin will become the new Board President.

The need for a vote on the new members was brought up by Mr. Hands. Ms. Morin moved that a nominating committee be appointed consisting of herself and Mr. Peterson. Mr. Wilson seconded the motion. The motion carried 4-1. Mrs. Helland voting no.

The nominating committee nominated Mr. Don Rodgers and Mr. Mike Johnson to be added to the LTA Board. Ms. Morin moved to accept the recommendation of the nominating committee. Mr. Peterson seconded the motion. It carried 4-1. Mrs. Helland voting no.

Mr. Rodgers and Mr. Johnson were congratulated and seated with the Board.

16.0 Phase II and Parking Lot update

Mr. Hands updated the Board on plans for beginning the parking lot as soon as possible and that preliminary discussions on the drawings and financing for phase II had been initiated.

17.0 TIGER Music Grant Application

Mrs. Helland moved the school pursue the Tiger Music Grant and Ms. Morin seconded the motion. The motion carried 7-0.

18.0 Donor Stones deposits

It was brought to the board's attention that families who had donated to the stones in the flag seating area were asking what was happening with that part of the project and their money. Mrs. Helland suggested Mrs. Miller be brought into the conversation.

19.0 Building Corp additional members

Mr. Hands moved to add Mr. Rodgers and Mr. Johnson to the Building Corp Board. Mr. Wilson seconded the motion. It carried 7-0.

Mr. Hands moved to name Mrs. Helland to the SAC Committee. Ms. Morin seconded the motion and it carried 7-0.

20.0 Annual Board Retreat date selection.

Selecting a date was discussed.

21.0 Announcements

Winter Music Concert: Grades 5-9, Dec 5, Winter Music Concert: Grades K-4, Dec. 12. Winter Formal December 14.



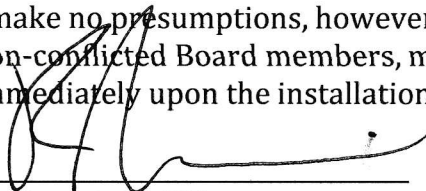
Burton Hands
Secretary

11-9-2019

In light of Mrs. Wilson being named interim/acting Principal by non-conflicted Board members, I, Ronnie Wilson, do hereby resign the office of President/Chair of the Liberty Tree Academy Board of Directors.

I will continue to serve as a "Director".

I make no presumptions, however, if Mrs. Wilson were to be elected as Principal by non-conflicted Board members, my resignation from the BOD's will be effective immediately upon the installation of Mrs. Wilson as Principal.




Dr. Ronnie M. Wilson

Date

11-19-19

Date



Witnessed by

11/19/2019

Date

LIBERTY TREE

A Traditional American Education

November 21, 2019

Dear Dr. O'Toole,

The Board of Liberty Tree Academy would again like to express its appreciation for the time you and Ms. Holland took to share with us your ideas of what is happening at BCSI and to answer the questions we had.

This is certainly a busy time of year, but the LTA Board met this week and expressed an interest in those revisions to the BCSI Licensing Agreement you assured us would be forthcoming. You had indicated in our October board meeting that the Hillsdale legal staff would suggest those revisions after they had the opportunity to review your notes addressing the concerns of the school leadership.

With the hope that those uncertainties about the Licensing Agreement can be resolved, where does the school stand in regard to those revisions? Is the revision close to being done or is it some time away?

Kind regards,



Burton Hands
LTA Board Secretary

Follow up on BCSI Licensing Agreement revisions

From the time Liberty Tree Academy's founders began the charter application process, the attached Hillsdale Agreement has been followed not because it was required but because that agreement accurately describes LTA.

A recent change in leadership at BCSI, along with a new licensing agreement (portions included below), have caused the LTA Board to consider if the relationship between the school and its affiliate is changing.

The new licensing agreement was delivered to the school two weeks before opening with the notification LTA teachers would not have full access to the Hillsdale materials until the school signs the new agreement.

LTA declined to sign the agreement because the school was in the final stages of completing the building so the school could occupy it, then physically moving into it. There were too many questions to just sign something that seemed to dramatically change the relationship between BCSI and LTA. Dr. O'Toole, the new head of BCSI acknowledged the poor timing and offered to visit LTA so the Board could get clarification on its points of concern.

1) There was concern expressed by some about the lack of Hillsdale marks on the LTA website. The following point of the new licensing agreement explains that the school can only use the Hillsdale name when describing its curriculum and Licensed Training Materials.

2. Right to Use Trademarks. HILLSDALE provides the Licensed Training Materials under its trademark(s) (the "Marks"). Licensee is granted no license to use the Marks except that Licensee may use the Marks referentially and about its curricula and Licensed Training Materials from HILLSDALE.

2) Point 4 indicated that there may be plans to assess the school for BCSI materials use in the future, even though it has been at no charge to the school up to this point.

4. Licensing Fee. In consideration of the license to use and access the Licensed Training Materials provided to Licensee during the Term, Licensee shall pay to Licensor the fees and costs set forth on Exhibit C attached hereto.

3) The Non-Compete clause seems to imply that should a disagreement arise with BCSI, BCSI might attempt to prevent LTA from even continuing as a classical school. LTA does not believe the core curriculum can be restricted by BCSI because it is not theirs. Much of the curriculum is public and in the upper school much of it is original source documents. There would be no dispute about Licensed BCSI materials. It certainly appears to leave the school open to expensive litigation.

7. Non-Compete. In consideration of the work performed by HILLSDALE in developing the

Licensed Training Materials and for providing the same to Licensee during the Review Period and/or Subscription Term, Licensee acknowledges that in the course of this License Agreement Licensee shall become familiar with the Licensed Training Materials, curricula, and other trade secrets of HILLSDALE. Therefore, Licensee agrees that the material is a critical component of the offerings, methods, and programming provided by HILLSDALE, is proprietary to HILLSDALE and, as such, will not be used directly or indirectly in business activities involved (or with definite plans to get involved) in classical liberal arts education without prior written consent of HILLSDALE.

4) The Board believes the following section seems to leave the school in a vulnerable position should one of its employees modify or share Hillsdale's materials without the knowledge of the school.

8. Permitted Uses and Prohibition. The sole permitted use of the Licensed Training Materials is for Licensee's non-commercial and educational use strictly within Licensee's organization. Licensee and its Authorized Users may not alter or attempt to alter or modify any part of the Licensed Training Materials or the information contained therein. Licensee and its Authorized Users agree that they may not remove any HILLSDALE credit or attribution, including attribution to any HILLSDALE or other authors. Licensee may not provide supplemental materials to the Licensed Training Materials without language making clear that such material is not part of the original Licensed Training Materials supplied by HILLSDALE. Licensee acknowledges that the Licensed Training Materials and their contents are proprietary to HILLSDALE, that the information contained therein is of significant value, and that its unlawful copying and/or disclosure to others may cause irreparable harm to HILLSDALE. Except as specifically provided herein, Licensee hereby agrees and covenants that, during and after the Term, Licensee will not, directly or indirectly, in one or a series of transactions, disclose to any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society, trust or other entity (each a "Person") outside of Licensee's organization, or use or otherwise exploit the Licensed Training Materials for Licensee's own benefit or for the benefit of any Person other than members of Licensee's organization.

5) The only agreement with Hillsdale LTA has ever known promises a two-week notice should it become necessary to terminate the relationship between the two entities. The new agreement gives Hillsdale the right to immediately limit, terminate or suspend LTA's access to the Training Materials as well as force the school to destroy or return materials that have been previously purchased. This has the potential to put the school in a tenuous and expensive predicament should this termination occur after materials have already been purchased by the school with not enough time or possibly funds to replace them.

9. Suspension and Termination. HILLSDALE reserves the right to immediately limit, terminate or suspend Licensee's access to the Licensed Training Materials during or after the expiration of the Term without notice if at any time HILLSDALE is notified or otherwise has reason to suspect that Licensee is in violation of any of the provisions of this Agreement, other web site terms or policies, or for any other reason in its sole and absolute discretion. Licensee agrees to fully cooperate with HILLSDALE in any investigation regarding Licensee's access to or usage of the Licensed Training Materials. In the event of a suspension or termination of Licensee's access to the Licensed Training Materials, Licensee agrees to return or destroy, at the discretion of HILLSDALE, all physical materials and any copies thereof in Licensee's possession

that are part of the Licensed Training Materials, and upon HILLSDALE's request, provide an affidavit or declaration to HILLSDALE verifying the destruction of any such Licensed Training Materials. Except as otherwise set forth herein, HILLSDALE will have no liability or responsibility to Licensee if HILLSDALE limits, terminates or suspends Licensee's access to any of the Licensed Training Materials or removes any content Licensee may have uploaded or generated while using the Licensed Training Materials. Licensee may terminate this Agreement at any time by providing notice to HILLSDALE and, unless otherwise granted continued access to such Licensed Training Materials in writing by HILLSDALE, discontinuing access to all content and returning or destroying all components and any copies thereof of any materials that are a part of the Licensed Training Materials. If this Agreement or the License is terminated by either Party for any reason during the Term of this Agreement, HILLSDALE agrees to return the prorated portion of Licensing Fees paid by Licensee. Said prorated portion (if any) shall be returned by HILLSDALE to Licensee within thirty (30) days after the termination date.

6) Even though BCSI considers this licensing agreement to not affect the voluntary agreement LTA has with BCSI, LTA believes there are areas that are unclear about whether this new agreement invalidates some of the Hillsdale Agreement LTA has been operating on from the beginning of the relationship between the two entities.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and cancels and supersedes all prior written and oral agreements and understandings between the Parties hereto as to the subject matter of this Agreement. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except those specifically set forth herein. The Parties acknowledge that they have fully read and understand the provisions of this Agreement. The Parties acknowledge that they have had the opportunity to seek the advice of counsel in reviewing, reading, understanding, negotiating, and entering into this Agreement.



Burton Hands
LTA Board Secretary

11-19-2019