



Public Board of Directors Meeting

The Classical Academy, Inc. TK-12th Grade

Tuesday, March 29, 2022
11:00 AM – Public Meeting On Zoom

Join by Zoom: (Audio only): <https://zoom.us/j/2381113798>

Join by Telephone: +1 408 638 0968 US - Meeting ID: 238 111 3798

Please contact Sonia Ryan sryan@classicalacademy.com to request a chance to speak and you will be required to provide your name and telephone number. You can also request reasonable accommodations to participate in the meeting.

BOARD AGENDA

All agenda items apply to The Classical Academy, Classical Academy Middle School, Classical Academy High School, Classical Academy Personalized Learning, and Classical Academy, Vista. Detailed Board agenda information can be found on our website: <https://classicalacademy.com/board/>

#	Agenda Item	Presenter	Action Item
1	Open Meeting with Pledge of Allegiance	Mark Donar, Board President	Yes
New Business			
2	Merger Discussion with Coastal Academy Charter School, Inc.	Mark Kalpakgian, Chief Operations Officer	Yes
3	Adjournment of Public Meeting Next Meeting: Tuesday, May 17, 2022, at Classical Academy High School	Mark Donar, Board President	Yes
Closed Session			
4	No Items Scheduled		

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (“AGREEMENT”) is made as of _____, by and between COASTAL ACADEMY CHARTER SCHOOL, INC. (C2296187) (“CACS” or the “Disappearing Corporation”) and THE CLASSICAL ACADEMY, INCORPORATED (C2044682) (“TCA” or the “Surviving Corporation”).

RECITALS

1. CACS, the Disappearing Corporation, is a California public charter school operated as a California nonprofit public benefit corporation with no members.
2. TCA, the Surviving Corporation, is a California public charter school operated as a California nonprofit public benefit corporation with no members
3. The respective boards of CACS and TCA, deem it advisable to merge CACS into TCA.
4. In furtherance of such merger, the respective boards of CACS and TCA have each adopted this Agreement and approve the merger of CACS into TCA in accordance with the terms and conditions set forth herein and in accordance with California Nonprofit Corporation Law.

AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein, CACS and TCA agree as follows:

1. Merger Terms

1.1 *Effective Date.* The Surviving Corporation shall file with its corporate records a copy of this Agreement, together with officers’ certificates of the Disappearing Corporation and the Surviving Corporation. The merger contemplated by this Agreement shall become effective on _____. (the “Effective Date”).

1.2 *Effect of Merger.* As of the Effective Date: (i) the Disappearing Corporation shall be merged into the Surviving Corporation; (ii) the separate legal existence of the Disappearing Corporation shall cease and Coastal Academy shall operate as a charter school under the Surviving Corporation as per Education Code section 47604(a); (iii) the Surviving Corporation shall continue its corporate existence under California law; (iv) the Surviving Corporation shall succeed to all the rights and property of the Disappearing Corporation and shall be subject to all the debts, liabilities, and obligations of the Disappearing Corporation; and (v) the merger shall have all other effects prescribed by law.

1.3 *Name of the Surviving Corporation.* As of the Effective Date, the name of the Surviving Corporation shall be The Classical Academy, Incorporated.

1.4 *Directors.* As of the Effective Date, the CACS Board Members will resign and the Coastal Academy will be governed by the Board of Directors of the Surviving Corporation. The Board of Directors of the Surviving Corporation shall consist of the following persons until changed in accordance with law and the Surviving Corporation's articles and bylaws:

Mark Donar - President
Patty Huerta - Secretary
Angie Mosteller - Treasurer
Paul Donovan, Jr. – Member at Large
Mark Reardon – Member at Large

1.5 *Employment Agreements.* Employment agreements, other than key employees, entered into by the Disappearing Corporation prior to merging with the Surviving Corporation are dissolved as per their terms as of June 30, 2022.

1.5.1 The Surviving Corporation will assume the key employee agreements with the same terms and conditions.

1.6 *Employees.* All former employees, other than key employees, of the Disappearing Corporation desiring employment beyond June 30, 2022 with the Surviving Corporation must apply for employment under the terms and agreements of the Surviving Corporation in accordance with its adopted corporate bylaws and charters. In order to maintain strong ties with the community, the Surviving Corporation will rehire staff members of the Disappearing Corporation who share a common belief and commitment to replicate the best practices that have led to the success of the Surviving Corporation.

1.7 *Contracts.* All other contracts that do not terminate by their own operation effective June 30, 2022 made with the Disappearing Corporation prior to merging with the Surviving Corporation will be assumed, renegotiated or terminated through payout at the discretion of the Surviving Corporation.

2. *Representations and Warranties*

Each party to this Agreement makes the following representations and warranties regarding itself:

2.1 *Approval.* The Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation have duly approved this Agreement.

2.2 *Financial Statements.* The audited financial statements of the Disappearing Corporation for the fiscal year ended June 30, 2021 were prepared in accordance with generally accepted accounting principles applied on a consistent basis and fairly present, in all material respects, the financial position, activities, and cash flows of the party for the dates and periods

indicated therein. The second interim financial report (financial activity November 1, 2021 – January 31, 2022) was prepared in accordance with the financial books and records of the Disappearing Corporation. To the Disappearing Corporation's knowledge and except as disclosed in the audited and unaudited financial statements described above, or as otherwise disclosed in writing to all parties to this Agreement, the Disappearing Corporation does not have any material liability that is required to be disclosed under generally accepted accounting principles but is not reflected or reserved against in such statement of financial position.

2.3 *No Material Adverse Change.* Except as otherwise disclosed in writing to all parties to this Agreement, there has been no material adverse change in the financial position or operations of the Disappearing Corporation since January 31, 2022. The business of the Disappearing Corporation shall be conducted in the ordinary and usual course and consistent herewith, and the Disappearing Corporation shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees until the effective date of this Agreement.

2.4 *No Actions; No Violations or Conflicts.* To the parties' knowledge and except as otherwise disclosed in writing to all parties to this Agreement, (i) there are no material legal or regulatory actions pending or threatened against the party including, without limitation, actions relating to this Agreement or the merger contemplated by this Agreement, and (ii) the Parties are not in violation of, and the Parties entry into and consummation of the merger contemplated by this Agreement will not conflict with or violate, any law, regulation, court order, charter, or contract, which violation could reasonably be expected to have a material adverse effect on the party's financial condition or operations.

3. *Conditions to Closing*

The obligation of each party to this Agreement to consummate the merger is subject to fulfillment of the following condition by the other parties to this Agreement by the Effective Date: the representations and warranties of the other parties, as set forth in Article 2 of this Agreement, are true in all respects both as of the date of this Agreement and as of the Effective Date. This condition may be waived in writing by any party in its sole discretion to the extent permitted by California law, but such waiver shall be effective only for that party.

4. *Other Provisions*

4.1 *Termination.* This Agreement may be terminated and the merger abandoned at any time before the Effective Date by consent of the Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation.

4.2 *Amendments.* This Agreement may be amended at any time before the Effective Date by consent of the Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation.

4.3 *Further Assurances.* The Disappearing Corporation shall from time to time, when requested by the Surviving Corporation, take any actions and execute and deliver any documents necessary or desirable to evidence or carry out the merger contemplated by this Agreement.

4.4 *Governing Law.* This Agreement shall be governed by California law.

4.5 *Counterparts.* This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

* * * * *

[Signatures on following page]

IN WITNESS WHEREOF, the parties, pursuant to the authority given them by their respective Board of Directors, have caused this Agreement to be signed by the respective authorized officers as of the day and year first above written.

COASTAL ACADEMY CHARTER SCHOOL, INC.

By: _____

Name: Mark Donar

Title: President

By: _____

Name: Patty Huerta

Title: Secretary

THE CLASSICAL ACADEMY, INCORPORATED

By: _____

Name: Mark Donar

Title: President

By: _____

Name: Patty Huerta

Title: Secretary

**OFFICERS' CERTIFICATE
APPROVAL OF AGREEMENT OF MERGER
THE CLASSICAL ACADEMY, INCORPORATED
(C2044682)**

Mark Donar, President, and Patty Huerta, Secretary, certify that:

A. They are the President and Secretary, respectively, of The Classical Academy, Incorporated, a California nonprofit public benefit corporation (this "Corporation").

B. The Agreement of Merger in the form attached has been approved by the Board of Directors of this Corporation on _____.

C. This Corporation has no members within the meaning of section 5056 of the California Nonprofit Corporation Law (the "Law").

D. No additional approval of the Agreement of Merger is required.

E. The Attorney General of California has been given prior written notice of the merger proposed in the Agreement of Merger consistent with Section 6010 of the California Nonprofit Corporation Law.

F. No approval by the California Commissioner of Corporations of the proposed merger is required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____

Mark Donar, President

Date: _____

Patty Huerta, Secretary

**OFFICERS' CERTIFICATE
APPROVAL OF AGREEMENT OF MERGER
COASTAL ACADEMY CHARTER SCHOOL, INC.
(C2296187)**

Mark Donar, President, and Patty Huerta., Secretary, certify that:

A. They are the President and Secretary, respectively, of Coastal Academy Charter School, Inc., a California nonprofit public benefit corporation (this "Corporation").

B. The Agreement of Merger in the form attached has been approved by the Board of Directors of this Corporation on _____.

C. This Corporation has no members within the meaning of section 5056 of the California Nonprofit Corporation Law (the "Law").

D. No additional approval of the Agreement of Merger is required.

E. The Attorney General of California has been given prior written notice of the merger proposed in the Agreement of Merger consistent with Section 6010 of the California Nonprofit Corporation Law.

F. No approval by the California Commissioner of Corporations of the proposed merger is required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____

Mark Donar, President

Date: _____

Patty Huerta, Secretary