

Bombshells Explode at April 26, 2021 School Board Meeting!!! School Board Chairman describes criminal and unethical acts in the Sale of the “Old” North Shelby School to Mt. Calvary Baptist Church!! Says Mt. Calvary will purchase the “Old” North Shelby School in May! How will this affect my decision to file a lawsuit against Rev. Dr. Lamont Littlejohn and Mt. Calvary Baptist Church??? Much more coming!!! Report, research and discoveries by Robert A. Williams

Editor’s Note: Folks, if you have not watched the video broadcast of the April 26, 2021 CCS School Board meeting, you

might want to do that right now. If you have watched that video. You might want to watch it again.

One question raised in that noted School Board Meeting was whether or not there was a contract between Mt. Calvary Baptist Church, led by Rev. Dr. M. Lamont Littlejohn, Jr. to purchase the “Old” North Shelby School from Cleveland County Schools. Our review of records and the law indicate there was a contract and the contract is legal and enforceable. This was the basis of our Preliminary Notice Letter to Rev. Littlejohn and Mt, Calvary Baptist Church, and copied to the School Board and Superintendent as well. The shocking events at the April 26, 2021 school board meeting shows that we are 100% correct. And, that Mt. Calvary should pay up the \$523,500 debt that they owe to CCS.

At this point, let me throw in another bombshell. As I read the law, If I file this lawsuit under the “Whistleblower’s Protection Act,” I could collect up to 30% of the money owed. 30% of \$523,500 is **\$157,050**. AND legal fees!!! It was not my intention to make money off the school board’s stupidity. But, if that is what it takes to smarten that crowd up, that’s exactly what I will do! New School Board majority and all. I am sick of that mess. The secret committees, secret minutes of meetings and the voices of the public completely shut out. And, Danny Blanton being shut down too. When Blanton has been trying to do right by CCS, the teachers and the students for the past 8+ years.

Anyway, let’s look at whether or not there is a legal and enforceable contract for Mt. Calvary Baptist Church to pay Cleveland County Schools the \$523,500 for the “Old” North Shelby Schools. This is what I found:

What are the elements of a “Contract?”

The requisite elements that must be established to demonstrate the formation of a legally binding contract are (1) offer; (2)

acceptance; (3) consideration; (4) mutuality of obligation; (5) competency and capacity; and, in certain circumstances, (6) a written instrument.

Offer Mt. Calvary offered to purchase the “Old” North Shelby School for \$550,000 from the Cleveland County Schools.

Acceptance Cleveland County Schools accepted that offer from Mt. Calvary Baptist Church on January 19, 2020 by a majority vote of the School Board. This acceptance is also backed up by a “Resolution” of the CCS School Board. A public record.

Consideration Consideration is something of value. The Mt. Calvary paid a deposit of 5% of the sale price, as required by law, to the Cleveland County Schools. That 5% was \$27,500.

Mutuality of Obligation Cleveland County Schools was obligated to turn over ownership of the “Old” North Shelby School upon full payment of the remaining purchase price, \$523,500 from Mt. Calvary Baptist Church.

Competency and Capacity Rev. Littlejohn was competent when this “deal” was made and also had the capacity as his role of Senior Pastor at Mt. Calvary to make this purchase agreement. The School Board was competent and, by law, had the authority to accept the offer and accept payment.

Writing Requirement See below. This contract is governed by common law and a written agreement is not required. In hindsight, a written agreement might have been more desirable, but is not required. Besides, the school board attorney, Colin Shive, from the big shot Raleigh law firm was sitting there advising the school board as they accepted the purchase offer from Mt. Calvary Baptist Church was discussed by the School Board.

Contract Formation Under the U.C.C. Also, see below. The Uniform Commercial Code contract requirements does not apply to property sales as was the sale of the “Old” North Shelby School to Mt. Calvary Baptist Church.

From Legal sources:

The U.C.C. does not require a specific manner of expression in order for two parties to enter into an agreement. Under § 2-204, “A contract for the sale of goods may be made in any

manner sufficient to show agreement, including offer and acceptance, conduct by both parties which recognizes the existence of a contract" and other means. The revised version of the U.C.C., as approved in 2003, also allows a contract to be formed through the interaction of "electronic agents," which include computer programs that may initiate a transaction without human review.

Contract law is governed by the common law and the **Uniform Commercial Code "UCC."** Common law governs contractual transactions with real estate, services, insurance, intangible assets and employment. **UCC governs contractual transaction with goods and tangible objects (such as a purchase of a car).**

So, folks, I believe this settles the matter whether or not Mt. Calvary Baptist Church owes Cleveland County Schools the remaining \$523,500 for the ownership of the "Old" North Shelby School. Mt. Calvary DOES OWE CCS \$523,500 and it is way past time to pay up. That will be the focus of my lawsuit. To have the Courts make Mt. Calvary Church pay their just and legally obligated debts. That is why my intentions are to file a lawsuit only against Mt. Calvary Church. They owe the money and they should have to pay. The "Old" School Board and the "New" school board will be subpoenaed as witnesses. My preliminary letter of an intent to file a lawsuit has already warned Mt. Calvary and the School Board to preserve all records, documents, emails, etc. that relate to this matter.

Based on School Board Chairman Robert "Luke" Queen's public admissions (a meltdown of conscious as I perceive it), I intend to make a number of Freedom of Information Act and NC Public Records Requests to CCS seeking the records that I asked to be preserved as well as additional records from Cleveland Community College and perhaps elsewhere.

Also, Robert Queen's diatribe indicates that a number of criminal acts and unethical behavior has gone on in regard to this matter. I have come to believe that Robert Queen should

resign or be removed from both the School Board AND the Cleveland Community College Board of Trustees and Rev. Littlejohn should resign or be removed from the CCC BoTs for their criminal and unethical acts, the extent which is just now unfolding. **Perhaps the entire school board should resign or be removed!!!**

Of course, if Mt. Calvary Baptist Church pays up their just debt to Cleveland County Schools before the 30-day period noted in my letter to them expires, I will need to rethink filing my lawsuit. That part remains to be seen. On the other hand, the corruption being discovered in this tainted process also deserves to be followed up on. Every thread needs to be pulled. And I am up to the pulling. And who knows what else will be coming out as we go along?

Stay tuned folks, there is lots more to this story and also about other major things that happened at the April 26, 2021 School Board meeting. (Hint: like the \$51 Million increase in the CCS budget (Supt Fisher's budget) over last year's budget of \$155 Million!! That was approved without question or discussion.)