

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM THE CHARLESTON COUNTY COURT OF COMMON PLEAS

THE HONORABLE ROGER M. YOUNG, CIRCUIT COURT JUDGE

Appellate Case No. 2021-001414

Charleston Advancement Academy High School Appellant,

V.

South Carolina Public Charter School District..... Respondent.

APPEAL FROM THE ADMINISTRATIVE LAW COURT

THE HONORABLE RALPH KING ANDERSON, III,
CHIEF ADMINISTRATIVE LAW JUDGE

Appellate Case No. 2022-000289

Charleston Advancement Academy High School.. Appellant,

V.

South Carolina Public Charter School District..... Respondent.

CONSOLIDATED RECORD ON APPEAL – VOLUME II

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May 17, 2023
Charleston, South Carolina

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“Real time” requirement

CAA’s students will not be required to complete virtual courses independently of the school site. CAA’s students will take online courses, Direct Instruction courses, and Guided Independent Study courses one at a time. As such, CAA’s students will be required to be at the school site, with access to CAA’s certified teachers, a minimum of two times per week. Furthermore, in the rare event that a student registers for only online courses, CAA will require that student to attend the school site a minimum of two times per week. Finally, all of CAA’s online students will be encouraged to participate in the full range of the school’s educational and extracurricular activities, including field trips, community service events, and experiential learning.

Edgenuity’s platform will provide CAA’s students with continuous access to a state- certified, highly qualified teacher. The online teacher will plan, deliver, and grade lessons, monitor student progress, and communicate with the student via both synchronous and asynchronous means such as discussion boards, chat, telephone, and video conferencing. Students will work with the same teacher throughout the duration of the course, and tutors will be available through the online platform for additional instructional support.

Online Portal

CAA will use Edgenuity as the school’s online portal. Edgenuity will offer interactive, mastery-based lessons in English, math, science, social science, foreign language, visual and performing arts, and elective courses. CAA will also offer AP courses through the Edgenuity platform taught in a blended learning format with the support of direct instruction. Courses will be monitored and facilitated by credentialed and highly-qualified teachers who are skilled in providing instructional strategies specific to online learning. The online curriculum will

accommodate different reading levels by using a variety of instructional strategies including spoken text, transcripts of videos, interactive dictionaries, and the ability to have the text read to the student in their primary language. Online instruction is selected when it is the best fit based on the student's developmental level, academic and personal needs.

CAA will offer students online learning opportunities through Edgenuity, an online education provider. Edgenuity's digital learning platform will be comprehensive, flexible and designed to meet the needs of each individual student. Content will be accessible from multiple operating systems, at all times. This makes Edgenuity an ideal platform for students whose work schedules limit the frequency of their visits to CAA's school site. Students enrolled in Edgenuity courses will have access to a credentialed teacher through the OL platform. Students may also work on OL coursework with assistance from their GIS teacher or a tutor. Students who lack a computer may check out a laptop for the school site as well on a case-by-case basis.

Edgenuity is accredited by AdvancED, and it has partnerships with districts, charter networks, and schools nationwide. Edgenuity is currently in use at other schools in South Carolina, and the courses CAA will offer through the platform will be aligned with South Carolina state standards. A list of courses is available in **Appendix G**.

CAA will continuously evaluate its partnership with Edgenuity to ensure that students are receiving a digital learning experience that leads to academic success and achievement. Each student's GIS teacher will provide oversight of each student's OL coursework. Any student not progressing through online coursework will be withdrawn from Edgenuity and enrolled in DI or GIS course that meets the same or similar graduation requirements.

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Students enrolled in English 1, Algebra 1, Biology 1, or U.S. History and the Constitution through the Edgenuity platform will take the state-mandated End of Course exam in the content area. CAA's principal will evaluate the overall performance of students who took the End of Course exam after being enrolled in an Edgenuity course to evaluate Edgenuity's effectiveness. If students learning through Edgenuity are underperforming in comparison with their peers learning through DI or GIS, CAA will re-evaluate its partnership with the company.

No student will be enrolled in Edgenuity as a full-time student. CAA will use Edgenuity to fulfill the education needs of specific students. Any student who wishes to use Edgenuity must receive prior approval from their GIS teacher or CAA's principal, and CAA reserves the right to withdraw students from Edgenuity coursework at any time.

Serving Students with Special Needs

Charleston Acceleration Academy will promote equitable access to educational opportunities to students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and Title III of the Elementary and Secondary Education Act (ESEA). To meet these requirements, CAA will employ a full-time teacher certified to teach special education students by the state of South Carolina. CAA will hire an additional special education teacher if the caseload requires. The special education teacher will draft and implement Individual Education Plans (IEPs) in accordance with each identified student's documented disabilities. The special education teacher will monitor each identified student's academic progress and work closely with each identified student's Small Group Instruction and Guided Independent Study teacher to modify instruction and adapt assessments to ensure that each identified student is receiving the support(s) they are entitled to by law.

Delivery and Placement

CAA will implement an inclusive special education model that promotes the placing of special education students in the least restrictive environment. CAA will offer the full continuum of services to special education students, and students will be educated in general education classrooms whenever possible. Students who enroll at CAA with an existing IEP will be provided services in accordance with their IEP immediately upon enrollment.

CAA will proactively engage in a Child Find through a variety of means, including Response to Intervention (RtI). DI and GIS teachers to identify students who may be eligible for special education services, and making information regarding special education services available to parents at the school site and on CAA's website. CAA will respond to parents or guardians who request an evaluation for special education services for their student within 15 days of the request.

CAA will use RtI as the foundation for the school's special education identification process. CAA or any of the school's administrators, teachers, staff members, or Board Members use the RtI process to delay or deny a student's evaluation for special education eligibility in accordance with IDEA. CAA's RtI process will include the following three tiers:

- **Tier One:** students will receive the core, enrichment, and/or accelerated instruction as applicable.

- **Tier Two:** students needing strategic support will be grouped in accordance to need and shall not exceed six students per group. Core instruction will include differentiated instructional strategies and will be supplemented with 30 minutes of intervention for every 60 minutes of core instruction.
- **Tier Three:** students needing intensive support will be grouped in accordance to need and shall not exceed four students per group. Core instruction will include differentiated instructional strategies and will be supplemented with 60 minutes of intervention for every 60 minutes of core instruction.

Students who receive the third tier of intervention and do not show academic improvement will be assigned a Student Study Team (SST). The SST will consist of a special education teacher, a DI or GIS teacher, the student him or herself (if over the age of 14), and the student's parent(s) or guardian(s). CAA or the student's parent(s) or guardian(s) may also ask that a specialist participate in the SST. The SST will serve the following purposes: 1) to identify data-based student needs; 2) to develop a set of program support alternatives; and 3) to select alternative accommodations and adaptations most appropriate to the referred student. When evaluating a student, the SST will review student records, review assessment results, conduct student interviews, and observe the student in a variety of academic settings, including in the classroom, during informal testing, and during formal testing.

The SST will systematically problem-solve the difficulties encountered by a variety of students and will use a collaborative approach to implement interventions and assist students who are demonstrating satisfactory progress. The SST will offer suggestions, organize resources, develop remediation plans, clarify issues, and establish accountability. The SST will evaluate a referred student's response to evidence-based interventions, accommodations, and modifications in order to determine if a referred student is eligible for special education services. If the SST determines that the referred student is eligible for special education services, an IEP team will be created to

identify which services the referred student will be eligible to receive. The IEP team may consist of the same individuals as the SST or of different teachers or specialists who have the expertise needed to better meet the educational needs of the referred student. At all times, however, the IEP team will have a special education teacher employed by CAA, a DI or GIS teacher employed by CAA, and the referred student's parent(s) or guardian(s).

A student identified as eligible for special education services will have these services described in the identified student's IEP. The IEP will identify a student's academic and behavioral goals, determine the appropriate levels of direct engagement necessary for the student to make adequate progress towards these goals, and coordinate the delivery of services (e.g. accommodations, modifications, outside supports) delineated in the student's IEP. Student progress will be monitored by the special education teacher and DI or GIS teacher. Teachers on the student's IEP team will communicate on a weekly basis to plan additional interventions and discuss achievements.

CAA will monitor student progress towards their IEP by charting, observation, and assessments. Student progress towards IEP goals will be shared with parent(s) or guardian(s) on a quarterly basis or as provided by the IEP. In case of a special education student not making adequate progress toward IEP goals, an IEP meeting will be held to identify additional interventions, supports, and related services to assist the student.

CAA will provide all services and instruction for students with disabilities in conformity with each student's IEP and in compliance with IDEA and all applicable South Carolina laws. If a student requires a service that is not readily accessible through CAA existing staffing or support services,

CAA will subcontract with a third- party special education provider to provide these services.

If a student is not eligible for special education services through IDEA, the student may be eligible for appropriate educational services through Section 504 of the Rehabilitation Act of 1973. CAA will address the needs of students who are considered “handicapped persons” but not necessarily eligible for special education by providing these students with a FAPE consisting of the provision of any related aids or services designed to meet the student’s individual needs as adequately as the needs of their nondisabled peers. The first step towards determining whether a student qualifies as a disabled student under Section 504 begins with the evaluation process as initiated by CAA’s SST.

The IEP team will review and analyze each special education student’s academic progress multiple times throughout the year. This review will include an evaluation of the special education student’s credit attainment rate, attendance, grades, standardized test scores, and other performance and behavioral data. The decision to transition a student receiving services out of special education will be made with input from all members of the student’s IEP team. If a student is transitioned out of special education, the student’s DI or GIS teacher will monitor progress closely and ensure that the student is making sufficient progress in his or her coursework. Students who transition out of special education, but fail to make progress will be reassessed and an initial IEP meeting will be held. In addition, a student over the age of 14 or a student’s parent(s) or guardian(s) may request reinstatement of special education services. CAA will conduct an assessment and hold an initial IEP meeting.

Staffing

CAA will employ a teacher certified in special education by the state of South Carolina. The special education teacher will oversee student IEPs and ensure that students are delivered services in accordance with each student's IEP and in compliance with state law. For special education services that CAA is unable to provide, CAA will contract with a third-party special education service provider. Funding for the special education teacher and contracted services will be specifically allocated in CAA's annual budget, and the Board of Directors will allocate additional funding, if necessary, to meet the needs of CAA's special education program. CAA will also add additional special education teachers as the school's special education population increases.

CAA's principal and special education teacher(s) will be responsible for evaluating the special education program's success and identifying areas of improvement. To evaluate the special education program, the principal and special education will review data (e.g. student progress towards IEP goals), compare the performance of special education students with non- special education students, and consider formal and informal feedback from special education students, parent(s) or guardian(s) of special education students, and teachers. In addition, PLCs will help identify areas of strengths and weaknesses in CAA's special education program and inform the school's professional development.

CAA'S ESP will be AA. AA currently provides special education services to students in Florida and Washington. The contract between AA and CAA will specifically obligate AA to serve all special education students who

enroll at CAA. AA may provide these services directly or may contract these services to a third-party special education service provider. Regardless, CAA and AA may reach out to the SCPCSD for support or guidance, but CAA will not expect the chartering district to provide specific services on the school's behalf during CAA's initial year of operation.

Extracurricular Activities

CAA will provide special education students with an equal opportunity for participation in the school's nonacademic and extracurricular services and activities (e.g. field trips, community service events, graduation). CAA will ensure that its school facilities are ADA-compliant; in addition, CAA will ensure that the school's nonacademic and extracurricular services and activities are held at ADA-compliant facilities whenever possible. For nonacademic and extracurricular services and activities that cannot be held at ADA-compliant facilities (e.g. nature hikes), CAA's special education will pursue all options available to ensure that students with disabilities are able to equally participate in the activity. If participation is not possible, CAA will identify an alternative experience that meets the same learning goals. This experience would be available for all students so that students with disabilities do not feel excluded from CAA's school community.

Goals, Objectives, and Assessment Plan

Goals and Objectives

As an Alternative Education Campus, CAA will support and serve students who have fallen behind academically. CAA has consulted with Momentum Strategy and Research, an expert in designing alternative school frameworks, to develop these goals. These

goals emphasize the particular needs to CAA's targeted student population. CAA's goals are as follows:

Achievement Indicators

Measure 1: Percent of students that are enrolled on the 45th day of the school year and enrolled on the first day of testing, with no break in enrollment, who score at least 70 percent on the English I EOCEP assessment.

Measure 2: Percent of students that are enrolled on the 45th day of the school year and enrolled on the first day of testing, with no break in enrollment, who score at least 70 percent on the Algebra I assessment.

Measure 3: Percent of students that are enrolled on the 45th day of the school year and enrolled on the first day of testing, with no break in enrollment, who score at least 70 percent on the Biology I assessment.

Measure 4: Percent of students that are enrolled on the 45th day of the school year and enrolled on the first day of testing, with no break in enrollment, who score at least 70 percent on the U.S. History and Constitution EOCEP assessment.

Growth Indicators

Measure 5: Percent of students with pre- and post-assessments that show gains on the Renaissance STAR 360 English language arts assessment, individually.

Measure 6: Percent of students with pre- and post-assessments that show gains on the Renaissance STAR 360 mathematics assessment, individually

Measure 7: Percent of Non-English Proficient (NEP) and Limited English-Proficient (LEP) students to show gains on the ACCESS for ELLs 2.0 assessment.

College and Career Readiness Indicators

Measure 8: Percent of 11th grade students, who have been enrolled for at least 90 instructional days, who score “college-ready” on the ACT or Accuplacer assessments.

Measure 9: Percent of 12th grade students, who have been enrolled for at least 90 instructional days, who score Gold or above on the ACT WorkKeys assessment or at least 31 on the ASVAB.

Graduation Rate Indicators

Measure 10: Percent of students that enrolled in CAA prior to their senior year (as measured by credits attained) that are in the four-year adjusted cohort to either graduate or re-enroll the following year.

Measure 11: Percent of students that enrolled CAA prior to their senior year (as measured by credits attained) that are in the five-year adjusted cohort to either graduate or re-enroll the following year.

Measure 12: Percent of students entering CAA as seniors (by credits) to graduate within 12 months of enrolling in the school.

Student Engagement Indicators

Measure 13: Average number of credits toward graduation achieved by students each term.

Measure 14: Percent of students that enroll in CAA after a gap in school attendance of 40 days or more to finish the school year with CAA and either graduate (including summer graduates) or re-enroll the following year (i.e. is present on the 45th instructional day).

Measure	Method to Establish Objectives with Benchmarks
Measure 1	Preliminary benchmarks will be established using data from other AA-managed schools and re-evaluated after CAA’s first year outcomes as well as the outcomes of identified schools with similar missions and student populations in South Carolina.
Measure 2	
Measure 3	
Measure 4	
Measure 5	Benchmarks to be established using Momentum Strategy and Research’s norming outcomes.
Measure 6	

Measure 7	Preliminary benchmarks will be established using data from other AA-managed schools and re-evaluated after CAA's first year outcomes as well as outcomes of identified schools with similar missions and student populations in South Carolina.
Measure 8	Benchmarks to be established using CAA's first year outcomes as well as the outcomes of identified schools with similar missions and student populations in South Carolina.
Measure 9	Benchmarks to be established using CAA's first year outcomes as well as the outcomes of identified schools with similar missions and student populations in South Carolina.
Measure 10	Benchmarks will be established based on data analysis performed by Momentum Strategy and Research.
Measure 11	Benchmarks will be established based on data analysis performed by Momentum Strategy and Research.
Measure 12	Benchmarks will be established based on data analysis performed by Momentum Strategy and Research.
Measure 13	Preliminary benchmarks will be established using data from other AA-managed schools and re-evaluated CAA's first year outcomes as well as the outcomes of identified schools with similar missions and student populations in South Carolina.
Measure 14	Preliminary benchmarks will be established using data from other AA-managed schools and re-evaluated CAA's first year outcomes as well as the outcomes of identified schools with similar missions and student populations in South Carolina.

A number of CAA's goals and objectives will utilize standardized test data such as South Carolina's End of Course Examination Program, the ACT exam, the ACT WorkKeys exam, and the Renaissance STAR exam. CAA will use these goals and objectives to evaluate the quality of the school's educational program, analyze the performance of students individually and schoolwide, and monitor student growth over time.

Strategies to Achieve Goals and Objectives

The mission of CAA will be to re-engage students who have dropped out—or are on the verge of dropping out of—high school. CAA educational program will align with this mission, and two critical goals and objectives will help monitor and measure CAA's success towards achieving its mission: an 80 percent 12th grade cohort graduation rate and 40 percent of the school's students earning at least 6.0 credits per academic

year to be on track to achieve graduation within four years. CAA's educational program will offer students three different instructional modalities—Direct Instruction, Guided Independent Study, and online learning—to better meet the learning styles of each individual student. Furthermore, CAA's small class styles will enable students to develop a deeper connection to the school's teachers. This connection will help CAA teachers refine their instruction to better meet the individual needs of each student and allow teachers the opportunity to provide support and guidance to students who are struggling to meet both the academic demands of CAA and their own personal responsibilities. By creating an educational program that provides strong teacher-student relationships and multiple avenues for academic success, CAA is confident that the school can meet the goals that are aligned with the school's educational program.

Assessment Plan

CAA will measure and monitor student progress through a variety of diagnostic, formative, and summative assessments. Each student will take the English Language Arts and mathematics Renaissance STAR exam at the beginning of the school year or upon enrollment. Students will be given the Renaissance STAR exam twice more during the school year as well. This testing regimen will provide CAA with an academic baseline and allow the school to monitor student growth throughout the school year.

Each course at SCC will have formative and summative assessments built in throughout the course's curriculum. Depending on the subject matter, summative assessments may include multiple choice, short answer, true/false, fill-in-the-blank, and short essay questions. In addition to traditional tests, summative assessments may consist of larger scale assignments,

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including self-designed science projects, essays and creative writing projects, video presentations, and artistic projects. Summative assessments will ensure that students demonstrate subject mastery and know how to apply their knowledge in their daily lives.

CAA will also participate in South Carolina's state-mandated End-of-Course Examination Program. Students will receive end-of-course exams in gateway courses, including: Algebra 1, Biology 1, English 1, and U.S. History and the Constitution. Assessment results will be weighted as 20 percent towards each student's final grade in the course. Students who fail a course with an end-of-course exam will re-take the end-of-course exam at the conclusion of the re-taken course.

CAA will administer the ACT and the ACT WorkKeys exam to all 11th grade students. This assessment will help CAA gauge a student's preparedness for college or a career upon graduation, information which immediately impacts CAA's ability to achieve the school's mission. If students are underperforming on the ACT or the ACT WorkKeys, CAA's principal and staff will develop intervention strategies to improve performance. Students will be made aware of the minimum ACT score required for admittance to one of South Carolina's state colleges or universities, and CAA's education program will ensure that students are given the instructional resources necessary to meet or exceed these minimum requirements.

Progress Monitoring Plan

CAA's principal will monitor the school's progress towards meeting its goals and objectives. Baseline student performance data (e.g. current number of credits, Renaissance STAR

performance) will be entered into CAA's student information system upon enrollment, and will be updated as students complete courses, participate in end-of-course and ACT exams, and take follow-up Renaissance STAR exams. This data will allow CAA to evaluate its performance according to the expectations of the school, the South Carolina Public Charter School District, and the state of South Carolina. In addition, CAA's principal will report performance data to CAA's Board of Directors.

CAA's student information system will be able to track student performance data from day one of the school's operation. As the school year progresses, CAA and AA will actively monitor and evaluate the data to ensure that CAA is meeting or exceeding the school's performance goals. When areas of improvement are identified, CAA will work in conjunction with AA's instructional support staff, curriculum development staff, professional development staff, and other leadership to devise and implement new strategies. In addition, CAA will have access to leadership from AA contract schools in Florida and Washington. These relationships will allow CAA's leadership to bring issues forward that other schools may have already faced and overcome. These other school leaders will be able to offer guidance and direction as CAA grows.

Data Collection, Analysis, and Management

CAA will operate two student information systems in parallel with one another. The first information system will Powerschool or another state-mandated system that is compatible with South Carolina's Department of Education's data systems. The Powerschool system will enable the smooth transfer of student information between CAA, the South Carolina

Public Charter School District, and South Carolina's Department of Education and ensure that all three entities are working from a common data source.

CAA's secondary data system will be installed and managed by AA. The secondary student information system will allow CAA to submit the school's data directly to the charter management organization that has been selected to operate the school. While some data will overlap that of the Powerschool system, additional data that cannot be tracked by Powerschool will be submitted to AA. Support staff at AA will evaluate this data in order to evaluate the performance of school leadership, teachers, and staff members. Furthermore, the data submitted to AA will give AA's support staff a more granular look at metrics such as unit and course completion rate, reason for enrollment, teacher effectiveness, and length of stay. By evaluating these and other metrics that are important to CSA's education program, CAA can compare its performance to that of other AA contract schools and work cooperatively with AA and the education service provider's family of schools to continuously improve performance.

Communicating Results

CAA's principal will be responsible for the efficient and accurate distribution of student assessment and progress information to parents or guardians, CAA's Board of Directors, the South Carolina Public Charter School District, and the South Carolina Department of Education. CAA's principal will ensure that systems are in place so that student grades are distributed to parents or guardians at least once a quarter. Parents and guardians will also be able to obtain information about student performance by visiting CAA's school site.

CSA's principal will also distribute information about student performance and progress to the school's Board of Directors. The Board of Directors will use this information to help evaluate the performance of CSA's principal as well as AA—the school's selected education service provider.

When communicating with the public, CAA's principal, the Board of Directors, and AA will abide by the restrictions of the Family Educational Rights and Privacy Act (FERPA). Unless CAA acquires written consent from the parent or guardian (or student in the case of an emancipated minor), CAA will de-identify any identifiable student information before sharing the information with any outside person, group, or organization.

Additional Requirement for Replication Schools -

N/A - Charleston Acceleration Academy will be Acceleration Academies' first managed school.

II. Organizational Plan

Governance

Charter Committee

The CSA Charter Committee has the unique set of skills needed to develop a new, innovative public school option for at-risk high school students of the tri-county area. The concept for CSA has been several years in the making, going back as far as October 9, 2012, when several of the committee members participated in a community forum entitled “Education: A 2020 Vision for Charleston”. The event included a tour of several downtown schools and a panel discussion on the future of education. The discussion of the need for an alternative school to better serve students was discussed throughout that event and in subsequent community meetings including events in the spring of 2015 as the community considered the educational needs of Charleston’s students. The charter committee believes that students who drop out may do so because they don’t see how completing high school can lead to the life they want for themselves and need a different approach to education.

To assist with the project and to better understand the process of applying for a charter school, the charter committee reached out to the South Carolina Public Charter Schools Alliance for assistance and guidance. CAA has informed the required legislative delegation of its intent to apply for a charter in South Carolina. **These notifications are attached in Appendix HH.**

Charter Committee members were selected based on their interest and alignment with the mission of CAA. Resumes are included in **Appendix I** for each of the members listed below:

Francis Xavier Clasby, III is an administrator at the Medical University of South Carolina and a

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community activist. Mr. Clasby has lived in Charleston's Wagener Terrace neighborhood since 1990, and served as Chairman of the Wagener Terrace Neighborhood Committee from 2007-2013. As Chairman, Mr. Clasby raised \$100,000 to renovate the Corinne Jones playground and shepherded the creation of a recreation lane at Hampton Park. Mr. Clasby also served as Planning Team Chairman for James Simons Montessori in 2013. Mr. Clasby's community work has been recognized by Charleston County and the Arbor Day Foundation. Mr. Clasby is in his second term as a member of the Charleston County School District Board of Trustees. He currently represents the Peninsula District. Mr. Clasby will provide organizational and community outreach expertise to CAA's Charter Committee.

Leroy Connors Jr. is Youth Sports Coordinator for the City of Charleston Recreation Department. Mr. Connors studied Physical Education, History, and Recreation at Bishop College, and has spent his career serving Charleston's youth in a variety of career and volunteer positions. In his role at the Carolina Youth Development Center, Mr. Connors founded and directed the Therapeutic Recreational Program, After School Program, and Treatment Services, Therapeutic Summer Program. Mr. Connors has served as a member for a variety of local causes, including the City of

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Charleston Mayor's Office for Children, Youth, and Families; School Governance Council Monitoring Committee; City of Charleston Recreation Committee; South Carolina Park and Recreation Society; and the National Recreation and Park Association. Mr. Conners will provide program management and nonprofit expertise to CAA's Charter Committee.

Nadine Deif is an operations professional who currently oversees the management of over 80 employees at the Carolina Ice Palace, LLC—a 17,000 square foot recreation facility. Ms. Deif is responsible for all aspects of the facilities operations, including contract negotiations, financial analysis, marketing, and overall profit and loss. Prior to joining CAA's charter committee, Ms. Deif served as founder and board member for Charleston Charter School for Math and Science (authorized by the Charleston County School District). Ms. Dief currently is Adjunct Professor of Marketing, Quality Assurance, and HR Management at Trident Technical College and teaches business for Project Lead The Way at the Charleston Charter School for Math and Science. Ms. Deif will provide facility management and operational expertise to CAA's Charter Committee.

George T. Ducker is a retired military and business professional. A native of North Charleston, Mr. Ducker graduated from Chicora High School before becoming an ROTC Distinguished Student at The Citadel. Mr. Ducker served in the Air Force for 26 years and is veteran of Vietnam and Desert Shield/Storm. He was twice selected for command positions and completed two Pentagon tours. Mr. Ducker received the Legion of Merit, the Distinguished Flying Cross, the Defense Meritorious Service Medal, and multiple Air Medals during his military career. After Mr. Ducker retired from military service, he become Vice-President of Utilities Construction

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Company's Commercial and Industrial Division. In 2012, Mr. Ducker was elected to Charleston County School District's Board of Trustees where he served until 2016. He was elected Vice-Chair of the Board and served on the Strategic Education, Policy and Personnel, and Audit and Finance Committees. Mr. Ducker will provide operational, facilities management, and educational expertise to CAA's Charter Committee.

Immanuel Houston is an active member of Charleston's musical and artistic community. Mr. Houston received his Bachelor of Arts in Music from the College of Charleston, and is currently a Music Theater Teacher at the Woolfe Street Theater and a consultant with Emerald Empire Band. Before joining the theater, Mr. Houston worked as an after-school teacher for Voices Matter at Metanoia Holistic and Simmons-Pinckney Middle School. Mr. Houston also serves as Music Director for the Greater Band Chapel A.M.E where he oversees the Senior, Men, and Youth choirs. Mr. Houston's will provide educational expertise and community outreach assistance to CAA's Charter Committee.

Renee Jefferson, Ph.D is Assistant Dean for Assessment and Continuing Improvement at the Zucker Family School of Education, The Citadel. Dr. Jefferson earned her Doctorate in Educational Measurement and Statistics from the University of Iowa; earned a Master's of Science in Library and Information Science from the University of South Carolina; a second Masters of Science in Industrial and Organizational Psychology from California State University, Long Beach; and a Bachelor of Science in Statistics from the University of South Carolina. Dr. Jefferson will provide educational program evaluation expertise to CAA's Charter Committee.

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Mark Roberts is a teacher at Crown Leadership Academy, a private, K–12, project-based learning school in Sullivan’s Island. Mr. Roberts came to education after a career in supply chain management. Mr. Roberts has extensive experience in purchasing and sourcing international goods for apparel, home furnishings, and infant and children’s hard and soft-goods. Mr. Roberts will provide instructional, purchasing, and budget expertise to CAA’s Charter Committee.

Governance Philosophy

CCA will have an autonomous, independent Board of Directors dedicated to the successful operations of the school. The Board of Directors will be initially composed of individuals all residing in Charleston, South Carolina and selected from individuals with expertise in education, business, or other areas that directly benefit the charter school.

The initial Charter Committee will consist of seven members. Board members shall serve for a term of one year with no term limits set. The By-laws for Charleston Acceleration Academy – South Carolina, Inc. can be found in **Appendix J** and **Appendix K** includes the Articles of Incorporation.

The Board of Directors of Charleston Acceleration, Inc. is the exclusive body responsible for governing the school and shall be dedicated to both the education of the school’s student population and the successful operations of the school. The school’s governing body intends to contract with An education service provider (ESP) to assist the school in serving its target student population. Acceleration Academies (AA) has been identified as an ESP with a proven track record of serving at-risk students. CAA’s board of directors will oversee and ensure that AA is responsible for serving certain operational needs of the school. If approved by the board of directors and contracted, AA shall

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help manage the school's day-to-day operations pursuant to the management agreement (**Appendix M**). Throughout the year, AA shall provide periodic academic and financial reports to the school governing body for review. Each year, the school governing board shall hire a qualified CPA to audit the school's financials and shall use this audit to evaluate AA's performance as the school's back office accounting service-provider. Additionally, the AA shall provide an academic performance report for an accountability review by the school governing body. The school governing body will provide oversight of AA through their regular board meetings and review of budgetary and operational items. During the first year of operation, the principal will be the primary liaison between AA, the CAA board, and each campus and will serve in this capacity until a Director of Instruction joins the team. He/she will work closely with AA's school implementation team to accomplish all school start-up priorities, and to develop the staff at CAA. He/she will provide instructional support and evaluation of teachers and staff. This position will also provide regular updates to the Board at each of the meetings on school progress, achievements, and any issues that may arise. Through analysis of school achievement data, review of financial reports, and staff evaluations, the principal in combination with AA will decide on program changes and staffing. An organizational chart has been included for CAA in **Appendix L**.

Board meetings will occur approximately four times a year, or more as deemed required by the governing body. All board meetings shall be conducted compliant with South Carolina Open Meeting law, including proper notice, meeting location, and proper meeting minutes for all board meetings. The school's Secretary shall maintain all of minutes in the books and records of the organization.

The governing body is responsible for all school policy decisions, including ensuring its academic program is implemented effectively and is resulting in quality student achievement, adopting appropriate school policies, reviewing the school's financials, overseeing student discipline (expulsions), monitoring organizational programming performance, and ensuring other policy considerations are implemented as needed or as mandated by South Carolina or federal law. Ultimately, the governing body is responsible for overseeing the academic program's effectiveness, the school's fiscal performance, and ensuring that the school is performing its mission faithfully.

CAA's Board of Directors will be elected based on their commitment to the mission and vision of CAA. Each board member will have a unique skill set that can better inform CAA's educational and operational performance and ensure that the school achieves its ambition.

The Charter Committee and Board of Directors will have the authority to employ and contract with teachers. AA will ensure that all certified personnel, teachers, and noncertified teachers undergo background checks and other investigations before they are employed by CAA.

CAA's Board of Directors will delegate to AA, as part of the management agreement, the ability to contract for other services including, but not limited to, transportation, accounting, and legal on behalf of CAA's Board of Directors may also contract for services independently of AA if the board feels it is necessary. For example, CAA may independently contract with an auditor to review CAA'S fiscal

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operations to verify the independent annual audit performed by a AA-contracted service provider.

AA will assist in the development of pay scales, performance criteria, and discharging policies for CAA's employees, including the school's administrator, on behalf of CAA's Board of Directors.

AA will support all other matters related to the school's operation, including budgeting, curriculum, and operating procedures on behalf of CAA's Board of Directors.

AA will have the ability to ensure that the school will adhere to the same health, safety, civil rights, and disability rights requirements applicable to all public schools operating in the same school district on behalf of CAA's Board of Directors.

CAA will provide board trainings specific to alternative education and serving at-risk students. CAA will also offer annual board trainings, led CAA's legal representation. CAA will seek out additional board trainings available through charter conference, the Public Charter School Alliance of South Carolina, South Carolina Public Charter Board, South Carolina Department of Education, and other groups which can lend their expertise to CAA's Board of Directors.

The parents and guardians of CAA students will be responsible for the election of at least 50 percent of CAA's Board of Directors. Each parent or guardian will be given one vote per child enrolled at CAA. In addition, CAA's Board

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of Directors will actively recruit mission-aligned community members to run for membership on CAA's Board of Directors.

CAA's board meetings will be public meetings. Parents or guardians and community members will be encouraged to attend and present any comments or concerns about CAA'S educational or operational programs to CAA's Board of Directors.

Additional requirements for Replication Schools:

N/A – Charleston Acceleration Academy will be Acceleration Academies' first managed school.

Education/Charter Management Contracts

CAA will contract with Acceleration Academies, an Education Service Provider (ESP) with a home office in Chicago, IL.

Business License

AA South Carolina business license is in process and will replace the PMG license in **Appendix N**.

Leadership and Operations

CAA's administrative team will consist of a single principal for the first year(s) of operation. If CAA expands within the region, an assistant principal may be hired at each site to oversee day-to-day instruction and operations while the principal with oversight from CAA's principal. The principal will oversee all instructional and operational staff, including the hiring, training, disciplining, and firing (if necessary) of CAA's

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employees. As the leader, the principal has final responsibility for the academic and operational performance CAA. CAA's Board of Directors will oversee the performance of CAA's principal as well as the school's ESP, AA.

CAA's Board of Directors will be ultimately responsible for the academic and operational performance of CAA. This responsibility will be expressed through the ability of CAA's Board of Directors to hire, evaluate, and fire the principal of CAA. Furthermore, CAA's Board of Directors will be able to terminate the management agreement with AA if the Board of Directors determines that academic or operational performance is inadequate.

CAA's principal will have oversight responsibility for all teachers and staff members of CAA. CAA's principal will interview and make the final hiring determination for each teacher and staff member. Furthermore, CAA's principal will evaluate each teacher and staff member throughout the year. CAA's principal will have the final authority to terminate any employee as well.

CAA's principal is an employee of CAA and his or her performance will be evaluated by CAA's Board of Directors. While CAA's Board of Directors may receive input or advice from AA, only CAA's Board of Directors can fire the principal.

CAA's Board of Directors and CAA's principal will work AA to implement the charter management organization's educational and operational programs. AA's

educational and operational programs have been successful implemented at contract schools in North Carolina, Florida and Washington State.

AA will be responsible for the effective management of CAA's educational and operational programs. CAA's areas of responsibilities will include: accounting, facilities management, financial management, human resources, school management, and student achievement reporting. These responsibilities are further detailed in **Appendix M**.

Parent and Community Involvement

Parents, professional educators, and community organizations will have input in the operations of CAA. Fifty percent of CAA's Board of Directors will be voted into their position by the parents or guardians of enrolled students. In addition, CAA will create a parent advisory committee that will be able to bring issues and concerns to the attention of CAA's principal or the school's Board of Directors.

Professional educators will help drive CAA's professional development. Educators employed by CAA will create Professional Learning Communities (PLCs) and discuss areas of need within these communities. The PLC will then bring identified needs to the attention of CAA's principal, and the principal will work in conjunction with AA to develop professional development opportunities which address these needs.

CAA's Board of Directors and principal will actively seek out partnerships with community groups that serve the school's students. These partnerships will allow CAA to offer college and career planning, community service, internships, job trainings, and

other academic or professional growth opportunities to the school's students. These opportunities will allow CAA's students be better prepared for college or a career.

Professional Development Support and Funding

CAA will encourage professional growth and staff development through a myriad of different ways. CAA may budget \$1000 per full-time employee per year for staff development; with the option for an additional \$500 per full-time employee per year will be budgeted for travel. Any non-school-based professional development will be approved in advance by CAA's principal, and the participants in non-school-based professional development funded by CAA will present on what they learned to the school community.

The small school size at CAA will also enable teachers grow as leaders. This may include coaching athletics, supervising school clubs or student government, and other extracurricular activities that require teacher oversight and support. CAA's teachers and staff members will also be members of PLCs. These communities will give teachers and staff members the opportunity to identify professional development needs and participate in the creation of programs that meet these needs. In addition, CAA will prioritize internal hiring. This may include the promotion of teachers to lead teacher (if needed), the creation of a special education specialist to oversee special education instruction and compliance as CAA grows, and the promotion of non-instructional staff to instructional staff (if teaching is a professional goal and the appropriate credential is earned) or instructional staff to administrative staff (if administration is a professional goal and the appropriate credential is earned).

CAA's Board of Directors will use a AA-developed internal tool to evaluate the performance of CAA's principal CAA's Board of Directors may also consider the results of the school's independent annual audit, comments and observations made by parents or guardians, teachers and non-instructional staff, and community members during board meetings, publically available and internally created school academic and operational performance data.

Employees and Employment Procedures

CAA will use a multi-step process to recruit, select, and employ instructional staff and other employees. Job postings for administrative, instructional, and non-instructional staff will be posted to education-themed websites, education-based job boards, and non-education job boards. CAA will also advertise jobs at career fairs and other in-person recruitment events. A list of teaching positions (**Appendix F**) and all job descriptions (**Appendix Q**) are included in the appendices.

CAA will make a concerted effort to employ instructional staff who are familiar with, from, or express a commitment to serve students in the communities that CAA will locate. CAA will achieve this by recruiting teachers from local colleges or universities, via partnerships with Teach For America or similar service-oriented nonprofit organizations, and by identifying potential teachers who are going through South Carolina's alternative credentialing process.

The first step in the application process will be the submission of a resume and cover letter. Candidates who possess the background, experience, and credentials required by the position will be contacted for a phone interview by a AA staff member. The AA staff member conducting the phone interview will be familiar with the requirements and demands of the position, and will interview the candidate to validate experience and determine if the candidate is aligned with CAA's mission.

After the phone interview is complete, the names, resumes, and cover letters of qualified candidates will be forwarded to CAA's principal. CAA's principal will then select candidates for an in-person interview. For teaching candidates, this in-person interview may include a sample lesson. CAA's principal may bring in candidates for multiple interviews throughout the hiring process. Once CAA's principal has selected a finalist, the job candidate will undergo background checks at the state and federal level. If a candidate's background check is clear, the candidate will be made a formal job offer by CAA.

At least one member of CAA's administrative staff will hold a current South Carolina certification of administration or will have at least one year of experience in the field of school-based administration.

CAA will use two systems to evaluate teacher performance. The first system will be the ADEPT Evaluation System, and the second system will be an internal system designed by AA. CAA's principal will be trained to be an ADEPT evaluator. CAA will also ensure that any future administrator will be trained as an ADEPT evaluator.

CAA employees will receive an employee handbook (**Appendix P**) upon hiring. The employee handbook will communicate CAA's employment policies and procedures. Any changes to employee policies will be approved by CAA's Board of Directors, and the employee handbook will be revised to reflect these changes. CAA employees will be made aware of any policy changes via verbal and written

communication from CAA's principal or Board of Directors or via the distribution of revised employee handbooks.

Employees of CAA will be considered at-will employees of the school, and both CAA and the employees of CAA are free to end the employment relationship at any time, with or without cause or notice. A copy of the at-will employment agreement is included in **Appendix O**.

Employees of CAA will be encouraged to bring any complaints or grievances to their supervisor or CAA's principal. Employees who feel unable to take their complaint or grievance to their supervisor or CAA's principal will be able to notify CAA's Communication Center. The Communication Center is an avenue for employee complaints independent of CAA.

In all cases, CAA will prohibit the retaliation against any employee for reporting misconduct or for assisting or participating in the investigation of any misconduct by CAA, an employee of CAA, AA, or an employee of AA.

Enrollment

CAA will not discriminate against any student basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services. If student demand exceeds capacity, CAA will implement a lottery to determine student enrollment. Because CAA will seek designation as an AEC, the enrollment lottery will be

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weighted for students who are classified as “high-risk” in accordance with South Carolina Code 59-40-111(A)(3)(a-l).

CAA will actively recruit these “high risk” students in the neighborhoods of North Charleston. Student recruitment will begin upon approval of the charter and will operate continuously, throughout the school year. CAA’s student population will be reflective of North Charleston’s community and the public high schools that currently serve the community. In addition, CAA’s principal will establish positive relationships with the public and charter schools throughout North Charleston in order to create a referral network for “high risk” students or other students who are not succeeding in the traditional academic environment.

Any student in grades 9 through 12 and under the age of 21 will be able to enroll at CAA at any time during the school year. Twelfth grade students who turn 21 while enrolled at CAA will remain enrolled at CAA until the end of that school year. CAA will have a maximum student capacity of 300 students, and students will be able to enroll at any time throughout the school year. If CAA is at capacity when a student attempts to enroll, the student will be added to the lottery and notified when their name is selected. As an AEC, CAA will weigh the lottery applications of students who qualify as “high-risk”.

CAA will recognize and understand the importance of enrolling students as soon as they express interest in the school. Making prospective students who are already disengaged from

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school wait an unknown period of time to enroll runs counter to the mission and vision of CAA. Because of this, CAA will closely monitor student enrollment and will open additional sites as student demand increases. CAA will also continuously monitor the academic need of students throughout South Carolina and will consider opening new sites around the state as the need arises.

In case of excess student demand, CAA's Board of Directors will direct AA to determine if a second site is feasible, and—if so—to begin the search and construction process on a second site. CAA will not exclude any student from its educational program for any reason other than lack of capacity.

CAA will communicate with the North Charleston community through a variety of methods, including internet presence, open houses for prospective student and parents, informational meetings at community centers and similar facilities, and direct mailings or other recruitment strategies. CAA will actively follow-up with parents or guardians as well as students who attend the information session, ask for more information through CAA's website, or otherwise contact the school with enrollment questions.

A student who wishes to enroll at CAA will be enrolled immediately after the student's parents or guardians sign CAA's enrollment form. CAA will review the credits that enrolling students wish to transfer and place newly enrolled students in a grade level based upon the number of credits earned and the courses in which those credits were earned. Parents or guardians may contact CAA's principal at any time to discuss their student's enrollment or placement status. CAA will have an open enrollment policy and will only implement a weighted lottery if student demand exceeds the school's capacity.

CAA will apply for the AEC designation from the state of South Carolina. Per the requirements of South Carolina Code 59-40-111(A)(3), 85% of CAA's student body must meet the "high risk" category as defined by South Carolina Code 59-40-111(A)(3)(a-1). Therefore, CAA's enrollment lottery will be weighted for students who meet one or more of the "high-risk" qualifications described in the state code.

CAA will be authorized by the South Carolina Public Charter School District. Therefore, an explanation of how CAA intends to enroll out-of-district students is not applicable.

CAA will target a student population that is high minority and high poverty. The mission of CAA is to re-engage students in their education, and CAA will locate in the North Charleston area of the Charleston County School District and will likely serve students who have become disengaged from North Charleston and R.B. Stall High Schools. According to data for the National Center for Education Statistics, both North Charleston and R.B. Stall High Schools serve a student population that has a higher population of minority and poor students than the overall demographics of Charleston County School District.

CAA principal will be responsible to ensure that the demographics of CAA is comparable to those of North Charleston and R.B. Stall High Schools. Upon enrollment, CAA will report student demographics into the school's student information system. CAA will then be able to compare the school's demographics to that of neighboring schools and ensure that student demographics align. Furthermore, North

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Charleston and R.B. Stall High Schools have an average four-year graduation rate of 65% and a five-year graduation rate of 61%. CAA will likely enroll students who have dropped out—or are on the verge of dropping out of—these schools. Finally, CAA will seek referral partnerships with these high schools and other area charter schools that serve high school students. All these efforts combined will ensure that CAA maintains a student demographic that is reflective of the community the school serves.

Student Conduct, Rights and Responsibilities

CAA will contract with AA for the development of the school's student handbook and related policies. CAA will begin developing the student handbook upon approval of the charter application. The student handbook will include a description of student rights and responsibilities, including behavioral standards and possible disciplinary actions that CAA'S administration may take, enrollment procedures, graduation requirements, and course offerings. The list above is not meant to be inclusive, and CAA will add additional material to the school's student handbook as the book is developed. CAA'S Board of Directors will approve any and all policies and procedures that are listed in the school's student handbook.

CAA's students will be required to adhere to the following school rules:

1. Follow all written and verbal agreements
2. Follow CAA's written discipline policy (see **Appendix U**)
3. Be courteous and respectful to others
4. Respect the property of others
5. Be prepared to learn at all times
6. Not smoke in or near the school
7. Turn off all cellular phones while in school
8. Permit teachers and staff to monitor their behavior while on campus

CAA teachers and administrators may use a variety of disciplinary actions if a student breaches the school's behavioral or discipline standards. These actions may include temporary removal from classroom or school site, notification of parents or guardians, conference with parent or guardian, suspension, or expulsion.

The parent or guardian of an expelled student may, within 10 days, appeal to CAA to review of the findings of CAA principal. If an appeal is requested, CAA's Board of Directors must review the findings and affirm, modify, or reverse the actions previously taken. This right to appeal, timeline, and the obligations of CAA's Board of Directors if an appeal is requested will be published in the school's final, distributed *Student Handbook*. CAA will ensure that every student receives a copy of the *Student Handbook* upon enrollment. CAA's *Student Handbook* will also be available online.

CAA's final discipline policy will comply with the Family Education Rights and Privacy Act (20 U.S.C. § 1232)(FERPA). CAA's Board of Directors will submit the final discipline policy to a legal representative with expertise in the statute. The legal representative will review the discipline policy and affirm that the policy complies with the statute. CAA's Board will not approve the discipline policy nor the *Student Handbook* until such affirmation has been made. A draft of this discipline policy, which complies with FERPA, is attached in **Appendix U**.

CAA will have a separate and distinct process to handle student discipline, suspension, and expulsion for students with an Individualized Education Plan (IEP). The discipline process for students with an IEP will ensure the continued provision of a Free and Appropriate Education (FAPE) for those students. This process is described in **Appendix U**.

Transportation

CAA will locate its facility in location that is convenient to and accessible by public transportation. CAA will also provide bus passes to students who live further than one and one-half miles from the school site. Students who live closer than one and one-half miles from the school site may be provided bus passes depending upon the student's specific need. CAA will arrange and pay for transportation for students who have specific transportation needs designated in their IEP. In all cases, CAA will ensure that no student is prevented from attending CAA due to a lack of transportation.

CAA will provide bus passes to students who require transportation assistance. CAA will not provide transportation to students via school bus.

CAA may contract with a third-party transportation provider on a case-by-case basis. Third-party transportation providers may be used in the case of a student with an IEP who cannot be accommodated by public bussing. These contracts will be negotiated on a case-by-case basis by the third-party transportation provider, CAA's principal, and the student's special education teacher. Any transportation contracts exceeding an annual cost of \$5,000 will be approved by CAA's Board of Directors.

III. Business Plan

Budget and Finance

CAA will break down the school's budget into five broad educational and operational expense categories. While the amount of funds allocated will vary from year-to-year, once CAA is operational, the funds will generally be allocated to these categories in the following order (from most to least funds allocated):

1. School Operations
2. Personnel Services
3. Facility Operations and Maintenance
4. Technology and Equipment
5. Contracted Services

School Operations includes the cost of the management agreement with AA, experiential learning camps, student recruitment, curriculum development, textbooks, workbooks, and other educational supplies. Of these, the two most significant expenses are the management agreement with AA and the experiential learning opportunities: both of these expenses are critical to ensure that CAA will maintain an educational program that is aligned with the school's mission. The AA management agreement will ensure that CAA will have ongoing access to a curriculum that offers a wide range of course options, is aligned to South Carolina's state standards, and can be presented to students via Direct Instruction, Guided Independent Study, or through an online learning platform. Furthermore, the AA agreement will provide CAA's administrators, teachers, and staff professional development tailored to meet the needs of an at-risk student population. The AA management will also provide CSA's principals with frequent access to other principals and school leaders who have faced and overcome challenges similar to those that CAA may face.

The second significant expense in the **School Operations** category will be funding that enables CAA students to attend experiential learning camps or go on local, national, or international trips at no-cost to the student. These trips will provide CAA's students with access to experiences (e.g. ranching, farming) or cultures (e.g. Cuban, Chinese) that are new and unfamiliar. This will enable CAA students to confront challenges head-on, work in groups with people they do not well, and develop other skills such as emotional resilience that will serve them through life. Finally, a portion of the funds for experiential learning will be allocated toward community service camps. This opportunity will provide CAA students with a no-cost way to reach out to, connect with, and serve organizations whose values and ethics echo their own.

Personnel Services includes the salary and benefits of all employees, including administrators, teachers, and non-instructional staff. Full-time employees will receive health insurance, unemployment insurance, life insurance, worker's compensation, and a 403(b) retirement fund. Upon opening, CAA will employ one principal, nine subject-matter credentialed teachers, one special education teacher, one math tutor, and three non-instructional support staff. Administrator, teacher, and staff salaries will be competitive with that of schools in the surrounding community and commensurate with experience. The salary and benefits CAA will offer will ensure that the school recruits, hires, and retains high quality administrators, teachers, and staff members. A high quality administrative, instructional, and non- instructional staff will be critical towards ensuring that CAA achieves the school's mission.

Facility Operations and Maintenance includes the cost of building renovation, the lease, insurance, utilities, repairs and ongoing maintenance, janitorial, and security services. The building renovation cost will ensure that CAA's facilities meet all state and federal regulations for educational facilities, are of a high quality, and are appropriately designed to meet the particular needs of CAA's educational program. CAA's lease will be long-term to ensure that students have a consistent, predictable location to attend school. Expenses related to insurance, utilities, repairs and ongoing maintenance, janitorial, and security services will ensure that CAA's students attend school in a safe, healthy, and clean educational environment—an environment that embodies the mission of CAA and communicates to students the importance of education.

Technology and Equipment includes the cost of computers for CAA's students and teachers, classroom and office furniture, IT services, online learning platform (e.g. Edgenuity), student information systems (e.g. Powerschool and AA's proprietary system), assessment and testing, and office equipment. Online learning will be component of CAA's educational program, and the school will invest in the infrastructure and technology needed to ensure continual student access at the school site. CAA's technology and equipment will align with the mission of AA by providing an avenue for instruction and by being a critical communication resource between CAA, the state of South Carolina, and the school's management resource. By working from the same baseline data, CAA will be able to better monitor, report, and track student information, student attendance records, student performance data, and all other information required by CAA's authorizer, the state of South Carolina, and Acceleration Academies.

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Contracted Services includes transportation, food service, accounting and auditing, and legal services. CAA will use contracted transportation services to ensure that every enrolled student has access to the school site. CAA will also contract to ensure that bottled water and healthy snacks are available at no-cost to the students. CAA will contract with certified public accountant each year to perform an audit of the school's operational per South Carolina Code Ann. § 59-40-230(E)(10). Finally, CAA will contract with a lawyer to provide legal assistance to the school as need arises.

CAA's resource allocation will prioritize the delivery of CAA's educational and experiential learning opportunities. CAA's principal will review the school's academic performance and make adjustments accordingly. For example, if students are performing better in Direct Instruction, CAA may determine that increasing the number of Direct Instruction teachers is necessary and may reallocate costs to

Personnel Services to meet the increased demand. Similarly, if CAA's students are unable to attend the school site and do not have access to an internet-capable computer or tablet at home, CAA may reallocate resources to **Technology and Equipment** to provide Chromebooks for use at home to the school's students. CAA's principal will ensure that any adjustment to CAA's fiscal allocations ensure that students have access to the full scope of CAA's programs in a safe and clean environment.

CAA will not use any negotiated services provided by the South Carolina Public Charter School District.

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CAA will actively recruit students in and around the North Charleston community and in any community into which CAA decides to locate. The fiscal operations of CAA will be budgeted in accordance with South Carolina Department of Education's per pupil revenue, including add-ons. CAA's budget will not presume the receipt of grant funds or private donations to help finance school operations. The five-year budget for CAA is included in **Appendix Y** and the ten-year budget is located in **Appendix Z**.

AA will handle accounting per terms of the agreement between AA and CAA. AA has significant experience managing the fiscal operations of contract schools throughout the United States. AA will follow generally acceptable accounting practices, and CAA's Board of Directors reserves the right to request an independent audit of AA's accounting practices and fiscal management of the school at any time. CAA will submit student information to South Carolina's Department of Education via Powerschool or another student information system compliant with South Carolina's Department of Education's student information system. At all times, CAA will adhere to South Carolina Code § 59-40-50(B)(3) and will comply with the same financial audits, audit procedures, and audit requirements that apply to South Carolina's public schools.

AA will maintain CAA's books and records in accordance with the accounting practices specified in South Carolina's Financial Accounting Handbook, Funding Manual, and the Pupil and Staff Accountability Manual. AA will perform these accounting services per the

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agreement between AA and CAA. Any financial mismanagement will be for-cause grounds for dissolving the charter management agreement between CAA and AA.

CAA will contract for auditing, food service, legal, and transportation services. CAA will also contract for specialized special education services.

An independent certified public accountant will conduct a financial audit of CAA each year. AA will oversee the selection of the independent auditor, and CAA's Board of Directors will approve the final contract. AA will ensure that contracted auditors have the required auditors have expertise in school finances and are selected in accordance with South Carolina law and regulations.

CAA will not offer South Carolina Retirement System benefits to the school's employees.

CAA will determine school funding using only state and local per pupil revenue and will budget so that there is revenue surplus each year of operation. CAA will hold this surplus revenue in reserve so that any future cash flow challenges may be addressed. Furthermore, if CAA under-enrolls or faces other financial challenges in the early years of operation, the school will consider pursuing federal funds through sources such as Title 1 and IDEA. As a last resort, CAA may renegotiate the terms of the school's start-up loan with the loan's originator.

Facilities

CAA will be located in a facility that is a minimum of 7,000 square

feet. The facility will be handicapped accessible and will accommodate the needs of all students who attend the school. CAA will be configured so that there are a minimum of three classrooms, one administrative office, an open student work space, a conference space, a student meeting space, a kitchen area, a science wet lab, and appropriate restrooms for students and staff members. This configuration will allow CAA to hold Direct Instruction, Guided Independent Study, and online courses simultaneously throughout the day. A draft floor plan (**Appendix CC**) is provided in order to better visually the space configuration CAA.

CAA has not identified a specific facility at this time however, CAA will obtain a facility after approval of the charter application. The facility will be handicapped accessible, have ample windows, and preferably be located on the ground floor. The facility will have a working HVAC system, a minimum of 200 amps of power, be updated and current on its fire inspections, and have (or can easily obtain) the permitting required to operate a high school in South Carolina. The facility will have ready access to public transportation as well as a minimum of eight parking spaces. The facility will likely be in a standalone building, retail plaza, or shopping plaza. CAA will not be located next to bars, gentleman's clubs, liquor stores, plasma donation centers, or other facilities of that nature.

CAA will obtain the facilities via a start-up loan. The loan will cover the cost of year-zero lease payments and facility improvements. The timeline for facility acquisition and improvements will be:

Phase One: Immediately after receiving the charter		
Task	Start By	Complete By
Identify potential sites through agents or other listing services	May 2017	September 2017
Tour potential facilities with CAA leadership	May 2017	September 2017
Schedule visit from South Carolina's Office of School Facilities (OSF) and obtain state approval for location	May 2017	September 2017

Phase Two: Six to nine months prior to opening		
Task	Start By	Complete By
Confirm and sign lease	October 2017	April 2018
Submit architectural plans in accordance with the <i>South Carolina Facilities Planning and Construction Guide</i>	October 2017	April 2018
Receive final approval on construction plans from OSF	January 2018	April 2018
Renovate facilities	January 2018	June 2018

Phase Three: Zero to six months prior to opening		
Task	Start By	Complete By
Independent, third-party inspections of facility	January 2018	June 2018
OSF inspections of facility	January 2018	June 2018
Obtain Certificate of Occupancy from OSF	April 2018	June 2018
Install furniture	May 2018	June 2018
Install signage	May 2018	June 2018

Open facility to administrators, teachers, and staff	June 2018	July 2018
Open facility to students and begin instructional operations	N/A	July 2018

AA will provide assistance to CSA's Board of Directors in securing a facility. AA facilities team is allocating 12 months toward the process of selecting and building out a site. CSA's Board of Directors will review and approve the final lease agreement before construction begins.

CAA's facility will be able to meet CAA's projected enrollment growth. CAA will enroll a maximum of 300 students, and each student will be scheduled to attend the school site at different times throughout the week. CAA principal will ensure that the school site's stated capacity will not be exceeded by the number of students and staff at the school site at one time. If student demand exceeds 300 students, CAA will investigate the feasibility of opening additional school sites to serve an additional 300 students.

CAA has included a detailed Start-up Plan is located in **Appendix R**.

Insurance Coverage

CAA's proposed insurance coverage is included in **Appendix GG**.

Charter School Contract

Section One: Introduction and Recitals

*This Contract is made and entered into between **Charleston Acceleration Academy** (the "School"), a public charter school organized as a nonprofit corporate entity, and the **South Carolina Public Charter School District** (the "Sponsor"), from which the School requested its Charter and which granted approval for the School's Charter. School and Sponsor may be collectively referred to as the "Parties."*

- 1.1 Reference to the South Carolina Charter Schools Act.** *WHEREAS, the South Carolina General Assembly has enacted the South Carolina Charter Schools Act, S.C. Code Ann. §§59-40-10, and following, for certain purposes as enumerated in S.C. Code Ann. §59-40-20.*
- 1.2 Reference to the submission date of the charter application.** *WHEREAS, on February 1, 2017, an Application was submitted by the planning committee of the School for formation of a public charter school as a school of the Sponsor.*
- 1.3 Reference to approval date.** *WHEREAS, on May 20, 2017, the Sponsor approved the School's charter application and granted the School a charter ("Charter") for an initial term of ten years; NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings and covenants contained herein, the Parties agree as set forth below.*
- 1.4 Reference to previous agreement(s).** *The Charter and the Charter application along with all attachments and exhibits thereto, as may be amended by written agreement of the Parties, are incorporated into this agreement by reference.*

Section Two: Establishment of School

- 2.1 Term.** *In accordance with S.C. Code Ann. §59-40-110(A), the term of the Charter is ten years, beginning on July 1, 2017. This Contract is effective as of the date of execution and shall terminate on June 30, 2027, unless terminated sooner pursuant to Section 12.3, 12.4, or 12.5 of this Contract.*
- 2.2 Legal status.** *The School is incorporated as a South Carolina non-profit corporation. The School shall continue to operate as a South Carolina non-profit corporation during the term of this contract and shall assure that its operation is in accordance with its articles of incorporation and by-laws. The School shall notify the Sponsor promptly of any change in its corporate status.*

The School is organized and maintained as a separate legal entity from the Sponsor for all purposes of this Contract. Pursuant to S.C. Code Ann. §59-40-40 (4), the Sponsor is the School's Local Education Agency (LEA) and the School is a school within that LEA. As such, unless otherwise provided in the Charter School Act, the School is exempt from all provisions of state law and regulations applicable to a public school, a school board, or a district, although a charter school may elect to comply with one or more of these provisions of law or regulations. Notwithstanding the above, the School must comply with all Sponsor policies and procedures,

as amended from time to time consistent with state law, the Charter and this Agreement, as well as all federal statutes and regulations applicable to public schools.

- 2.3 Pre-opening conditions.** *In order to operate during the 2018-2019 school year, the School must satisfy all of the Pre-Opening Conditions within the timelines set forth in the attached Pre-Opening Conditions Checklist, which is incorporated herein by reference. In addition, the School must participate in a pre-opening/preparedness visit by SCPCSD staff to assist with determination of the School's readiness to open. These timelines may be modified only by written agreement of the Parties.*

The Parties agree that failure to comply with the conditions and timelines outlined in the Pre-Opening Conditions Checklist or failure to participate in the pre-opening visit constitutes a material breach of the Agreement and is grounds for revocation of the Charter.

Section Three: Sponsor/School Relationship

3.1 Sponsor responsibilities, roles, powers, and performance expectations.

Pursuant to S.C. Code Ann. §59-40-40 (4), the Sponsor is the School's Local Education Agency (LEA) and the School is a school within that LEA, in accordance with the South Carolina Charter School Act of 1996.

A. Oversight and monitoring. *In accordance with S.C. Code Ann. § 59-40-55, the Sponsor shall:*

- i. adopt national industry standards of quality charter schools and shall authorize and implement practices consistent with those standards;*
- ii. monitor, in accordance with the terms of the Contract, the performance and legal/fiscal compliance of the School to include collecting and analyzing data to support ongoing evaluation according to the Contract;*
- iii. conduct or require oversight activities that enable the Sponsor to fulfill its responsibilities outlined in the law, including conducting appropriate inquiries and investigations, only if those activities are consistent with the law, adhere to the terms of the contract, and do not unduly inhibit the autonomy granted to public charter schools;*
- iv. collect in accordance with S.C. Code Ann. 59-40-140(H), an annual report from the School and submit the report to the South Carolina Department of Education (SCDE) by the date set forth by the SCDE;*
- v. notify the School of perceived problems when its performance or legal/fiscal compliance is unsatisfactory and provide a reasonable opportunity for the school to remedy the problem, unless the problem warrants immediate revocation and revocation timelines apply;*
- vi. take appropriate actions and exercise sanctions short of revocation in response to deficiencies in School performance or legal/fiscal compliance. These actions or sanctions may include requiring the School to develop and execute a corrective action plan within a specified timeframe;*
- vii. determine whether the School's Charter merits renewal, non-renewal, or*

revocation; and

- viii. *permanently close the School at the conclusion of the school year should the School receive the lowest performance level rating as defined by the federal accountability system for three consecutive years in accordance with 59-40-110(E).*

B. Access to records and right to review and inspect. *The Sponsor has the right to inspect and review all School records established and maintained in accordance with the provisions of this Contract, State Board of Education (SBE) policies and regulations, and federal and state statutes, laws and regulations. The School has a duty to cooperate in making such School records and other information available in a timely manner upon request from the Sponsor. School records shall be open to inspection and review at no cost to the Sponsor and notwithstanding whether the School paid for the records or data included in the records. No formal request, including but not limited to requests pursuant to the Freedom of Information Act (FOIA) or the Family Educational Rights and Privacy Act (FERPA), shall be required. Sponsor is an authorized user of all student records, including but not limited to all documents covered by FERPA. Information that must be made available for review and inspection includes, but is not limited to, the following:*

- i. *School records including but not limited to student cumulative files, policies, and files related to special education and related services;*
- ii. *Financial records;*
- iii. *Records related to School's educational program including but not limited to curriculum, testing, discipline, special education, student life, extracurricular activities and the like;*
- iv. *Personnel records, including but not limited to evidence of credentials and qualifications;*
- v. *Evidence that criminal background checks of all school personnel have been conducted prior to hiring;*
- vi. *School's operations, including, but not limited to, health, safety and occupancy requirements; and*
- vii. *The Sponsor may make announced or unannounced visits to inspect the facility, interview personnel, or otherwise fulfill its oversight responsibilities.*
- viii. *Sponsor shall ensure the privacy and protection of all the records and information made available pursuant to this section, including but not limited to, private student information protected under FERPA. School acknowledges that Sponsor has a legitimate educational interest in the records and information of students enrolled at School.*

C. Access to data and information. *The Sponsor shall timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources, including but not limited to test scores, federal and state accountability data, special education data, student enrollment data, and funding information.*

3.2 School responsibilities, roles, powers, and performance expectations

The School must fulfill all duties and may exercise all powers as set forth in S.C. Code Ann. §59-40-50(B), which is incorporated herein by reference. As part of fulfilling its duties and in order to enable the Sponsor to carry out its oversight and monitoring responsibilities, the School agrees to the following:

- A. **Records.** The School agrees to comply with all federal, state, and Sponsor record-keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the Sponsor's student information system (SIS). In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner. Financial records shall be posted in accordance with the South Carolina Accounting Handbook, the Funding Manual, and the South Carolina Audit Guide published by the SCDE and reconciled at least monthly.
- B. **Access to records.** The School shall maintain all records, including but not limited to those referenced in this Section and Section 3.1(B) of this Contract, at the School. School records shall be open to inspection, audit and review upon request by Sponsor and at no cost to Sponsor (except for the reasonable cost of copying if required by Sponsor), and except as may be limited by applicable state and federal laws, statutes and regulations.
- C. **Notification provided to the Sponsor.** The School shall as soon as reasonably practical, and in no event longer than ten days, provide written notice to the Sponsor (and other appropriate authorities) in the following situations:
 - i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;
 - ii. Any complaints filed against the School by or with any governmental agency or in any court of law;
 - iii. Conditions that may cause it to vary from the terms of this Contract, applicable Sponsor requirements, federal, and/or state laws, statutes, and regulations;
 - iv. Any circumstance requiring the lockdown of the School or the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - v. The arrest of any members of the board of the School or School employees for a crime punishable as a felony or any crime related to the misappropriation or theft of funds;
 - vi. Misappropriation of funds;
 - vii. An alleged default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - viii. Any change in its corporate status with the South Carolina Secretary of State's Office as a non-profit corporation;
 - ix. Any material change in insurance coverage;
 - x. Any change to the membership of the board or any changes to officers and

directors;

- xi. Any change to school administration; and
- xii. Any changes in the by-laws of the nonprofit corporation.

- D. **Academic achievement.** In accordance with S.C. Code Ann. §59-40-111(F), the School, as an Alternative Education Campus (AEC), shall be held to all applicable state and federal accountability standards along with the performance standards and expectations as defined in the Charter and Contract, as measured by performance frameworks or similar models as may be adopted by the Sponsor which take in to account the School's specialized mission and student population with comparisons to any nationally normed data with similar subsets of students and is included in the School's annual report, and school report card as compiled by the Education Oversight Committee. In accordance with SBE Regulation 43-601, as may be amended from time to time, the school also shall demonstrate pupil achievement and progress towards the accomplishments of the School's achievement standards.
- E. **Indemnification.** Pursuant to S.C. Code Ann. §59-40-60(F)(15) and SBE Regulation 43-601, the School shall assume the liability for the activities of the School and agrees to indemnify and hold harmless the Sponsor, its servants, agents, and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to persons or property or otherwise that arises out of the act, failure to act, or negligence of the School, its agents and employees, in connection with or arising out of the activity of the School.
- F. **Insurance.** The School must maintain liability insurance in accordance with S.C. Code Ann. §59-40-60(F)(16) and SBE Regulation 43-601. A current Certificate of Insurance shall be provided upon request by Sponsor.
- G. **Compliance reporting.** As set forth in S.C. Code Ann. §59-40-50(B), the School shall adhere to the same health, safety, civil rights, and disability rights requirements as are applied to all statewide public schools. Accordingly, the School shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below and must be in the form required by Sponsor.
 - i. The School shall annually provide the District with an Annual Report by December 31. In accordance with S.C. Code Ann. §59-40-140(H), the report shall include all information required by the Sponsor and/or the SCDE and shall include, at a minimum: 1) the number of students enrolled in the School from year to year; 2) the success of students in achieving the specific educational goals for which the School was established; 3) an analysis of achievement gaps among major groupings of students in both proficiency and growth; 4) the identity and certification status of the teaching staff; 5) the financial performance and sustainability of the School; and 6) School board performance and stewardship, including compliance with applicable laws.
 - ii. The School shall provide the District with a copy of its annual independent audit by the due date as determined by the Sponsor.
 - iii. The School shall maintain accurate and up-to-date student records in the SIS as determined by the Sponsor. Data supplied to the Sponsor shall fulfill all federal and state reporting requirements and deadlines. Data and documents submitted to the Sponsor shall be in formats compatible with those used by the Sponsor

and approved by the Sponsor. The School shall employ or contract for appropriately qualified staff to maintain student records in the SIS. Said staff shall participate in data management training provided by the Sponsor and demonstrate competencies in data management as prescribed by the Sponsor.

- iv. By June 15th of the first calendar year of operation and each subsequent calendar year, the School shall provide the Sponsor with a school calendar setting forth the days the School will be in session.
- v. By July 1st each calendar year, the School shall provide the Sponsor with its emergency/safety plan and submit the report required by the Department of Health and Environmental Control (DHEC) at the same time it is submitted to DHEC and in accordance with DHEC timelines.

H. Electronic communications and data management systems. The School shall adhere to the Sponsor's acceptable use policy to access Sponsor network resources.

Section Four: Governance

- 4.1 Governance.** The School's articles of incorporation and by-laws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and the Charter. Similarly, the policies of the School's governing board shall provide for governance of the operation of the School in a manner consistent with this Contract and the Charter.
- 4.2 Governing board.** The School's governing board shall operate in accordance with the School's articles of incorporation and by-laws. The School shall ensure that the governing board membership is consistent with the requirements outlined in S.C. Code Ann. §59-40-50(B)(9). Additionally, the School, in accordance with S.C. Code Ann. §59-40-155(A), shall ensure that within one year of taking office, all persons elected or appointed as members of its board shall successfully complete an orientation program in the powers, duties, and responsibilities of a board member including, but not limited to, topics on policy development, personnel, instructional programs, school finance, school law, ethics, and community relations.
- 4.3 Transparency.** In accordance with S.C. Code Ann. §59-40-50(B)(10), both the School and its governing board shall be subject to the Freedom of Information Act. In addition, the governing board of the School shall notify the Sponsor in writing of any regular meeting of the board at least forty-eight (48) hours prior to the date on which such meeting is to occur and shall conduct all meetings consistent with the Freedom of Information Act. The School shall also ensure that its governing board adopts and strictly enforces a conflict of interest policy and that all board policies, meeting agendas, minutes, and related documents are readily available for public inspection.
- 4.4 Conflict of interest.** The School's governing board shall be required to adopt a conflict of interest policy and a code of ethics consistent with South Carolina Code of Laws, Chapter 13, Title 8. The conflict of interest policy and the code of ethics must provide that an individual is prohibited from serving as a member of the charter school board of directors if: (i) the individual, an immediate family member, or the individual's partner is a full or part owner or principal with, or employee of, a for-profit or non-profit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities; or (ii) an immediate family member is an employee of the School.
- 4.5 Parental, educator, and community involvement.** The School shall ensure parental, educator, and community involvement in accordance with the Charter. The School shall also ensure that its governing board consists of at least 50% of its members elected by parents and

employees of the school as required by S.C. Code Ann. §59-40-50(B)(9).

4.6 Contracting with an Education Management Organization (EMO) or Charter Management Organization (CMO). *The School may contract with an EMO or CMO approved by the District board of trustees to provide certain services to the School. The School may do so provided that the Contract between the School and the EMO/CMO must be approved in advance by Sponsor and must comply with the following requirements:*

- A. *No provision of the EMO/CMO contract shall interfere with the charter school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School;*
- B. *No provision of the EMO/CMO contract shall conflict with the School's Charter, this Contract, Sponsor policy at the time the EMO/CMO contract was entered into, or state and federal statutes, laws and regulations;*
- C. *The EMO/CMO contract shall not restrict the charter school board from waiving its governmental immunity or require a charter school board to assert, waive or not waive its governmental immunity;*
- D. *The EMO/CMO Contract must provide that all funds received by the school belong to the school and not the EMO/CMO;*
- E. *The EMO/CMO contract must provide that the financial, personnel, educational and student records pertaining to the School are the School's property, must be maintained or readily available in a timely manner (physically or virtually) at the School's physical location, and are subject to disclosure pursuant to the provisions of South Carolina's Freedom of Information Act;*
- F. *The EMO/CMO Contract must provide that any equipment, materials and supplies purchased by the EMO/CMO for use by School (excluding EMO/CMO equipment, materials, and supplies) are property of the School, and the EMO/CMO shall not charge any added fees or other costs related to procurement of such equipment, materials or supplies; provided however, that the School may lease equipment from the EMO/CMO or purchase equipment from the EMO/CMO on credit as long as any lease or credit arrangement is recorded as a liability in the School's accounting records.*
- G. *The EMO/CMO Contract must identify any curriculum or educational materials for which the EMO/CMO claims ownership or proprietary rights;*
- H. *The EMO/CMO Contract must include a provision identifying any deficit credits or other expenditure of funds that may be required to be repaid by the School as indebtedness by School to the EMO/CMO and that such deficit credits or funds to be repaid represent indebtedness by the School to the EMO/CMO and are not income to the School or to Sponsor;*
- I. *The EMO/CMO contract must not require the repayment of deficit credits as a condition of renewal, or promise to forgive deficit credits as a condition of renewal, and must provide that the issuance of deficit credits require the agreement of the School;*
- J. *The EMO/CMO Contract must state that the CMO is not a third party beneficiary of the Charter or the School's contract with Sponsor;*
- K. *The EMO/CMO Contract must provide that School's board will select and retain an independent accounting firm to perform an annual financial audit.*

- L. *The EMO/CMO Contract must require that all EMO/CMO records related to School be available to School's independent auditor and must require the EMO/CMO to cooperate with School's independent auditor.*
- M. *The EMO/CMO Contract must contain insurance and indemnification provisions outlining the coverage the EMO/CMO will obtain, which shall be separate from and in addition to the insurance purchased by School as set forth in the Charter Application and as required by S.C. Code Ann. § 59-40-190.*
- N. *The EMO/CMO Contract shall provide that the marketing plan provided by the EMO/CMO is approved by the Governing Board.*
- O. *The maximum term of the EMO/CMO Contract must not exceed the term of the Charter, and must provide that the EMO/CMO Contract automatically terminates upon revocation or termination of the Charter. The EMO/CMO Contract must contain a provision permitting the School to terminate the contract due to unsatisfactory performance by the EMO/CMO. The EMO/CMO Contract must also contain a provision permitting the School to terminate the contract on the grounds that School's governing board has determined that a superior curriculum-EMO/CMO alternative is available and such curriculum-EMO/CMO alternative has been approved by a proper amendment to the Charter and this Charter School Contract. The EMO/CMO Contract must provide that termination be made in a manner that is least disruptive to students and at least 90 days' notice must be provided prior to termination except where the health and safety of students is a concern. The EMO/CMO Contract shall not require advance notice of termination or non-renewal that exceeds 180 days' notice.*
- P. *The EMO/CMO must provide information to the Board regarding any loan or other financial arrangement, including the issuance of deficit credits, before the School incurs any financial obligation to the EMO/CMO, and the Board must present this information to the Sponsor for review.*
- Q. *The Governing Board must develop and implement an annual evaluation process by which School evaluates the EMO/CMO using specific academic performance measures aligned with the Charter, Sponsor policy and federal and state performance standards. The process must include methods for addressing unsatisfactory performance.*
- R. *The EMO/CMO Contract must include a provision requiring the School to maintain sufficient funds in its budget for at least the following: independent legal counsel, an independent auditor, and sufficient funds to hire staff or other consultants necessary to oversee the performance of the School.*
- S. *If the EMO/CMO is related by common ownership to an entity that owns or controls the facilities, the EMO/CMO Contract must include a provision that (1) provides a procedure to ensure that the amount paid for rent or to financing a facilities purchase is a fair market price throughout the life of the EMO/CMO Contract; (2) provides that any lease will include an option to purchase on terms that are competitive and fiscally advantageous to the School; (3) provides that the lease or purchase of the facilities may continue, at the School's option, beyond termination of the EMO's/CMO's services; and (4) provides for an appropriately competitive procedure for procuring any design or construction services related to the facilities.*

Section Five: Operation of School and Waivers

5.1 Operational powers. *The School must limit operations to activities within the scope of the*

mission set forth in its articles of incorporation and the Charter.

- 5.2 Transportation.** *If providing or contracting for transportation, the School will comply with all state safety requirements for buses and all state safety and training requirements for drivers.*
- 5.3 Food services.** *If providing or contracting for food services, the school will comply will comply with all applicable state health and safety requirements.*
- 5.4 Rehabilitation and Related Services.** *[Not Applicable]*
- 5.5 Waivers.** *[Reserved]*

Section Six: School Enrollment and Demographics

- 6.1 School grade levels.** *In accordance with its Charter, which is expressly incorporated by reference, the School will serve students in grades 9-12 for its first year of operation and for the remainder of its charter. The School shall not be permitted to modify the grade levels it serves without prior written approval of the Sponsor.*
- 6.2 Student demographics.** *School demographics are expected to be similar to that of the local school district in which the School is located or of the targeted student population as set forth in the Charter, differing by no more than twenty percent.*
- 6.3 Maximum and minimum enrollment.** *The School may not exceed the projected enrollment as set forth in the Charter without express written permission of Sponsor. The Sponsor may limit enrollment to less than the projected enrollment amount based on available funding or school performance.*
- 6.4 Eligibility for enrollment.** *The School has been granted the status of AEC pursuant to S.C. Code Ann. §59-40-111(A)(2). As an AEC, the School may limit enrollment to only those students it intends to serve, namely students with very specific educational and/or medical criteria covered by an individual education program. The School shall admit students in accordance with S.C. Code Ann. §59-40-111 and as permitted or required by state and federal statutes, laws and regulations.*
- 6.5 Enrollment procedures, priority enrollment, and dates of the enrollment period.** *The School shall follow enrollment procedures as set forth in the Charter and as permitted or required by state and federal statutes, laws and regulations. In accordance with S.C. Code Ann. §59-40-55(A)(10), the School shall notify the Sponsor of its enrollment procedures and dates of its enrollment period no less than sixty (60) days prior to the first day of each enrollment period.*
- 6.6 Admission policies and procedures, including lottery procedures.** *The School shall follow the admission and lottery procedures as set forth in the Charter and as permitted or required by state and federal statutes, laws, regulations, and Sponsor policy. Any decision to deny admission to a student may be appealed to the Sponsor, as set forth in §59-40-50(C)(1).*
- 6.7 Discipline and expulsion procedures.** *The School shall follow discipline and expulsion procedures as set forth in the Charter and as permitted or required by state and federal statutes, laws, regulations, and Sponsor policy.*

Section Seven: Educational Program

- 7.1 Mission.** *The School's mission, as set forth in the Charter, is "to provide a comprehensive education to at-risk students which leads to students' attainment of a diploma, acceptance to college or pursuit of a career, and culminates in each student having positive impact in their community." The School's governing board shall operate the School in a manner consistent with the mission statement. Revisions to the mission statement or general implementation thereof shall be considered a material change to the Charter and Contract and shall require prior written approval of the Sponsor.*
- 7.2 Goals, objectives, and pupil achievement standards.** *The School shall meet the academic performance standards and expectations as defined in the Charter and Contract. Whether the School has met its goals, objectives, and pupil achievement standards, will be determined by the Sponsor's annual evaluation/review of the School, and the implementation of any performance frameworks implemented by the Sponsor and provided to School. The specific form, terms, indicators, metrics, measures, and targets, used in the performance framework and the Sponsor's annual evaluation/review of the School, which shall be disseminated by the Sponsor and will be binding on the School. In addition, components and requirements of the performance framework and annual evaluation/review may be modified or amended from time to time by the Sponsor as long as it is consistent with state law, federal law, the Charter and this Agreement. The Sponsor will solicit input from the School on the performance framework and its components.*
- 7.3 Description of the school's educational program.** *The School shall implement the educational program as outlined in the Charter.*
- 7.4 Curriculum.** *The School shall implement the curriculum outlined in the Charter. The School's curriculum shall meet or exceed any content standards adopted by the SBE and the Sponsor and shall be designed to enable each student to achieve these standards.*
- 7.5 Plan for evaluating pupil achievement and progress.** *The School shall evaluate pupil achievement and progress as outlined in the Charter. Pupil achievement and progress shall be evaluated by the Sponsor in accordance with the Sponsor's annual evaluation/review of the School, the implementation of any performance frameworks implemented by the Sponsor, and industry standards and practices.*
- 7.6 Graduation requirements.** *The School shall comply with state laws and regulations in order to meet requirements for students to earn a State-issued high school diploma.*
- 7.7 Education of students with disabilities.** *The School shall serve students with disabilities as required by state and federal statutes, laws, regulations, and Sponsor policies. The Sponsor is responsible for serving as the Local Education Agency ("LEA") as defined by state and federal statutes, laws and regulations. If, for any reason, it is determined by any competent authority (including but not limited to a duly constituted IEP Team as defined by the Individuals with Disabilities Education Improvement Act ("IDEA")), that the School is not capable of serving a student with disability as required by law, the Sponsor may enter into agreements with third parties, including other school districts, to provide services to the student at the School's expense; provided however, that in no event shall the School's expense exceed the amount of state and federal funds allocated to the school for the student being served by the third party.*
- 7.8 English language learners.** *The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to progress academically. The School shall adhere to the Sponsor's procedures for identifying, assessing, and exiting English language learners.*

- 7.9 Homeless, Migrant and Foster Care Students.** *The School shall provide staff, resources and support to homeless, migrant and foster care students as required by Sponsor policy, state law and federal law.*
- 7.10 State Mandated Testing.** *The School shall ensure that all requirements for testing mandated by state or federal governments are met for each enrolled student.*

Section Eight: Financial Matters

- 8.1 Budget.** *The School must use the same budget codes as are required of school districts in the State. The budget shall be based on documented SCDE estimated revenues in accordance with the allocations in S.C. Code Ann. § 59-40-140(A)-(C). The School shall establish and maintain a positive ending net asset balance at the end of each fiscal year as evidenced in its audited financial statements as well as adequate operating reserves in order to avoid possible financial hardships. For purposes of calculating the net asset balance, deficit credits shall be included as a liability on the balance sheet of the School. When determining the reserve amount, the School shall take into account such factors as the School's mission and long-term strategy, current and future commitments and day-to-day operating costs. On or before April 30th of each year, the School shall submit to the Sponsor the School's proposed budget for the upcoming school year, with the School's final budget submitted to the Sponsor by July 31st.*
- 8.2 Audits.** *Pursuant to S.C. Code Ann. §59-40-50(B)(3), the School shall adhere to the same financial audits, audit procedures, and audit requirements as are applied to all other public schools. Sponsor may audit School records at any time. In addition, the School shall obtain at its expense and submit to the Sponsor an independent annual audit from a qualified auditing or accounting firm of all financial records. The audit and its findings shall be submitted in hard and electronic copy to the Sponsor by November 1 of each year for inclusion in the Sponsor's report to the SCDE. The School shall provide the Sponsor with contact information of the School's auditor (i.e. name, address, phone numbers and email address).*
- 8.3 Revenues.** *The School shall record revenues in accordance with the South Carolina Department of Education's Accounting Handbook and Funding Manual.*
- 8.4 Disbursement of per pupil revenue.** *The Sponsor shall provide 100 percent of the per pupil state revenues to the School minus the following: no more than two percent of the total state appropriations to cover the costs of overseeing the charter school, as provided by law, and deductions for purchased services and/or expenditures of the charter school that are paid at the Sponsor level.*
- A. *Pursuant to S.C. Code Ann. §59-40-140(B), the District shall receive and distribute state funds to the School as provided by the General Assembly on a monthly basis beginning in July of the School's fiscal year of operations.*
 - B. *Pursuant to S.C. Code Ann. §59-40-140(C), the Sponsor shall during the School's fiscal year of operation, as received, and to the extent allowed by federal law, distribute to the School federal funds which are allocated to the Sponsor on the basis of the number of special characteristics of the students attending the School. These amounts must be verified by the SCDE before the first disbursement of funds.*
 - C. *Pursuant to S.C. Code Ann. §59-40-140(D), the Sponsor shall distribute within 10 business days after receipt of federal or state categorical aid funds, the proportional share of each categorical fund for which the School qualifies unless the Board of Trustees has voted to revoke or non-renew the School or in any circumstance in which the District has been directed not to distribute the funds by another legislative, administrative or judicial body.*

- 8.5 Enrollment projections.** *Material changes in the School's enrollment shall be reported to the Sponsor. Any adjustments to enrollment, other than those outlined in the Charter must be presented to the Sponsor for review and approval.*
- 8.6 Liability.** *Pursuant to S.C. Code Ann. §59-40-190, the Sponsor is not liable for any of the debts of the School.*
- 8.7 Monthly and quarterly reporting.** *The School shall be responsible for entering a monthly upload of all financial transactions in the format prescribed by the Sponsor by the 10th day of the subsequent month and a yearly upload of the audited adjustments by November 15th. In addition, the School shall be responsible for submitting a quarterly financial statement in the format prescribed by the Sponsor by the 15th day of the month following the end of each quarter. The Parties agree that it is the responsibility of the Sponsor to use any financial information it obtains, including reports and audits, to monitor the fiscal condition and compliance of the school.*
- 8.8 Non-commingling.** *Assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity or organization.*
- 8.9 Accountability.** *Financial Resources are to be allocated, expended, and accounted for in accordance with accounting practices specified in the Financial Accounting Handbook, Funding Manual, the Audit Guide, and the Pupil and Staff Accountability Manual.*
- 8.10 Contracting, encumbrances and borrowing.** *Any contracts and/or leases entered into by the School, entered into after the date this contract is signed shall contain the following sentence: "No indebtedness of any kind incurred or created by the School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the School shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions." The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges that it has no authority to enter into a Contract that would bind the Sponsor, and the School's authority to contract is limited by the same provisions of law that apply to the Sponsor. Unless otherwise agreed in writing by the Sponsor, each contract or legal relationship entered into by the School will include the following provisions: a) The contractor acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement. b) Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the Sponsor.*
- 8.11 Loans.** *No loans may be made by the School to any person or entity for any purpose.*
- 8.12 Gifts and donations.** *Awards, grants or gifts may be accepted by the School and its governing body to the extent allowed by S.C. Code Ann. §59-40-140(F) and (G). The School shall report to the Sponsor in its annual audit report all gifts, donations, or grants it receives in accordance with S.C. Code Ann. § 59-40-50(B)(3) and §59-40-140(G).*
- 8.13 Non-appropriation of funds.** *The Sponsor's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct obligation of the Sponsor. The Sponsor's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the General Assembly for any fiscal year, any provision of this Contract to the contrary notwithstanding. The Parties further agree that the Sponsor has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or*

above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

- 8.14 Inventory of fixed assets.** *The School shall arrange for an inventory of fixed assets, including furniture and equipment utilized by the school in its operations and including the identity of the owner of the furniture and equipment. The inventory shall include the purchase price and serial number of all fixed assets. The inventory shall occur annually. The School shall ensure that its lead administrator maintains the inventory on file in his/her office. The School shall provide a copy of the furniture and equipment inventory to the Sponsor's Finance Office for accounting purposes.*
- 8.15 Expenditure of Federal Program Funds.** *The School shall follow District, state and federal policies regarding the expenditure of federal program funds. The School shall operate its federal programs as required by the Office of Management and Budget (OMB) for federal award programs entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR 200.*

Section Nine: Personnel

- 9.1 Employee and contractor status.** *The School shall adopt and implement personnel policies to address, among other topics, the hiring, evaluation, and termination of employees, terms of employment and compensation consistent with the provisions of the Charter. All employees will be employees of the School, and not the Sponsor. All employees will be employees at will, subject to SBE Reg 43-601(III)(M). All employee discipline decisions will be made by the School. Other terms of the employment relationship shall be described in an Employee Handbook, as set forth in the Charter.*
- 9.2 Background checks.** *The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees and contractors to the extent required by applicable law, rules, and regulations. No teacher or administrator with a criminal record that would ordinarily preclude such individuals from obtaining a teacher license or from public school employment will be employed at the School or contracted with to provide services at the School.*
- 9.3 Staff evaluation procedures.** *The School shall employ procedures for the evaluation of staff as outlined by the Charter and required by state and federal statutes, laws and regulations.*
- 9.4 Grievance and termination procedures.** *The School shall adopt the procedures for employment and dismissal of teachers set forth in its Charter application and consistent with the requirements set forth in SBE Regulation 43-601(III)(M). The School shall include language in any employee handbooks and teacher contracts providing that the provisions of Article 5, Chapter 25, Title 59 of the South Carolina Code (Teacher Employment and Dismissal Act) do not apply to the employment and dismissal of teachers at the School.*
- 9.5 Certification.** *In accordance with S.C. Code Ann. §59-40-50 (B)(6), the School shall hire or contract for at least one administrative staff member certified or experienced in the field of school administration. Pursuant to S.C. Code Ann. §59-40-50 (B)(5) and SBE Reg 43-601 II (H), the School's teachers of core academic areas shall be certified in their respective areas or hold a bachelor's or graduate degree in those areas.*
- 9.6 Non-discrimination.** *It shall be the policy of the School to make all decisions regarding recruitment, hiring, promotion, and all other terms and conditions of employment without regard to race, color, creed, religion, sex, national origin, age, disability, or other factors which cannot lawfully be the basis for an employment decision. The School shall follow all federal and state statutes, laws, and regulations regarding non-discrimination and enact specific policies and*

procedures consistent with those statutes, laws, and regulations. The School shall post on its website and any document it publishes for public consumption the name of the School employee to whom inquiries regarding the non-discrimination policies shall be made and the following notice: "The (name of the School) does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups." For further information on federal non-discrimination regulations, including Title IX, individuals may contact the Assistant secretary for Civil Rights at OCR.DC@ed.gov or call 1-800-421-3481.

Section Ten: Service Contracts with the Sponsor

10.1 Direct costs. *Not applicable.*

10.2 Sponsor services. *Not applicable.*

Section Eleven: Facilities

11.1 Facility. *The School shall ensure that it maintains facilities in compliance with all applicable local, state, and federal laws and regulations, including but not limited to those relating to accessibility and student safety. The School shall satisfy all permit, life, safety, and inspection requirements of the SCDE/Office of School Facilities (OSF).*

11.2 Construction, renovation, and maintenance of facilities. *The School shall be responsible for the construction, renovation, and maintenance of the facilities in accordance with the latest edition of the South Carolina School Facilities Planning and Construction Guide. The School shall obtain prior approval of the OSF for all work to facilities. The School shall also obtain an inspection and the approval of the OSF before occupancy and use.*

Section Twelve: Charter Renewal, Revocation, Automatic Closure, and School-Initiated Closure

12.1 Renewal timeline and process. *Pursuant to S.C. Code Ann. §59-40-110 (B), the School shall submit a charter renewal application to its sponsor one hundred and twenty calendar days before the end of the school year for term of the charter contract. The Parties agree that this language in the statute regarding the timing of submissions of renewal applications is ambiguous and is insufficient for the Parties to determine when the Legislature intended for the application to be submitted. Therefore, the School agrees to submit its Renewal Application by January 1, 2027. Sponsor will provide written notice of its decision to revoke or not renew on or before March 1, 2027. The School may request a hearing with regard to a decision not to renew the Charter within fourteen (14) days of receipt of the notice of non-renewal. After receipt of a timely request for a hearing, the Sponsor shall schedule a hearing before taking final action. The Sponsor shall take final action to renew or not renew a Charter by the last day of classes in the last school year for which the charter school is authorized. If the School fails to submit the renewal application by January 1, 2027, then the School agrees that the Charter will expire on June 30, 2027, and the School will dissolve in accordance with Section 59-40-120 upon expiration of the Charter on June 30, 2027. The dates outlined in this section are subject to amendment to comply with any future statutory changes to the South Carolina Charter School Act of 1996.*

12.2 Renewal application content. *The renewal application must contain (1) a report on the progress of the School in achieving the goals, objectives, pupil achievement standards, and other terms of the initially approved charter application; (2) a financial statement that discloses the costs of administration, instruction, and other spending categories for the School that is understandable to the general public and that allows for comparison of these costs to other*

schools or other comparable organizations, in a format required by the SBE; and 3) any proposed material changes to the Charter or Contract to be implemented in the next ten year charter term. The format of the renewal application shall be provided to the School by the Sponsor at least one year before the renewal application is due or by the date prescribed by the Sponsor of the year in which the application is due. The Sponsor may modify this format, but shall not do so prior to seeking input from the School. Failure to submit a renewal application is deemed to be conclusive evidence that the School has agreed to closure.

- 12.3 Criteria for renewal, nonrenewal, and revocation.** *The Sponsor must revoke or not renew the School's Charter for any of the grounds provided by S.C. Code Ann. §59-40-110 (C), as they exist now, or may be amended. In accordance with S.C. Code Ann. §59-40-110(D), the Sponsor may summarily revoke the School's Charter if it determines that the School poses an imminent threat of harm to the health or safety of students, or both, based on documented and clear and convincing data.*
- 12.4 Criteria for automatic closure.** *S.C. Code Ann. §59-40-110(E) is not applicable to the School, as an AEC, so long as it serves fifty percent or more students with disabilities or is otherwise designated as an AEC. If the School is no longer an AEC, in accordance with S.C. Code Ann. §59-40-110(E), the School shall automatically and permanently close at the conclusion of the school year in which the School first becomes subject to automatic closure for receiving the lowest performance level rating as defined by the federal accountability system for three consecutive years. The determination of closure is final and the School does not have the right to a notice or a hearing if the criteria for automatic closure is met.*
- 12.5 Revocation/nonrenewal and hearing procedures.** *In accordance with S.C. Code Ann. §59-40-110(F), at least sixty days before not renewing or terminating a charter school, the Sponsor shall notify in writing the School board of the proposed action. The notification shall specify the grounds for the proposed action in reasonable detail. Pursuant to S.C. Code Ann. §59-40-110(H), the School board may request in writing a hearing before the sponsor within fourteen days of receiving notice of nonrenewal or revocation of the Charter. Failure of the School board to make a written request for a hearing within fourteen days must be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the sponsor shall give reasonable notice to the School board of the hearing date. The Sponsor shall conduct a hearing before taking final action. The Sponsor shall take final action to renew or to revoke a Charter by the last day of classes in the last school year for which the charter school is authorized.*
- 12.6 School-initiated dissolution.** *Pursuant to S.C. Code Ann. §59-40-115, the School may terminate its contract with the Sponsor before the ten-year term of contract if both Parties agree to the dissolution. Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor given at least ninety days before the end of the school year. The School shall make every effort to provide notice of ten months to the Sponsor to allow families to take advantage of any available school choice enrollment dates.*
- 12.7 Return of property.** *Pursuant to S.C. Code Ann. §59-40-120, upon dissolution of the School, the School assets may not inure to the benefit of any private person. Any assets obtained through restricted agreements with a donor through awards, grants, or gifts must be returned to that entity. All other assets shall become the property of the Sponsor. Dissolution shall be deemed to occur as of the effective date of revocation or non-renewal as determined by the vote of the District Board, without regard to any appeal that may follow the District Board's vote.*

Section Thirteen: General Provisions

- 13.1 Entire agreement/amendments.** *This Agreement constitutes the entire agreement between the Parties and all prior representations, understandings, and discussions are merged herein and superseded and cancelled by this Contract. Pursuant to S.C. Code Ann. §59-40-60(C), a material revision of the terms of the contract between the School and the Sponsor may be made only with the approval of both Parties and must be documented in a writing signed by both Parties.*
- 13.2 Non-assignment.** *Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment.*
- 13.3 Governing law and enforceability.** *This Contract shall be governed and construed according to the laws and regulations of the State of South Carolina, as amended from time to time. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law.*
- 13.4 No waiver.** *The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.*
- 13.5 No third-party beneficiary.** *The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.*
- 13.6 Notice.** *Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid to the respective addresses set forth below. Either party may change the address for notice by giving written notice to the other party.*
- Notice to the Sponsor shall be sent to: Superintendent, South Carolina Public Charter School District, 3710 Landmark Drive, Suite 201, Columbia, SC 29204.*
- Notice to the School shall be sent to: Ms. Nadine Deif, Chair, Next Step, {insert mailing address}*
- 13.7 Severability.** *The terms of this Contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the agreement shall remain in effect, unless mutually agreed otherwise by the Sponsor and the School.*
- 13.8 Authority to enter into contract.** *The School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the School and that the board of directors of the School has duly approved this Contract. The School shall provide a copy of its written resolution to the Sponsor authorizing the School to enter into this Contract.*
- 13.9 Delegation.** *The School shall not delegate any of its rights, obligations, or responsibilities to any third party.*

Intending to be legally bound hereby, the parties hereby execute the foregoing Charter School Contract this ____12__ day of ____February____, 2018, with an effective date of _____.

Signed April 11, 2018 (CW)

October 30, 2019

Charleston Acceleration Academy
PO Box 1191
Isle of Palms, SC 29451

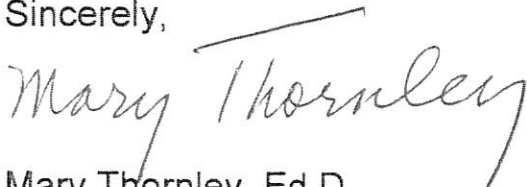
Dear Ms. Deif:

As you know, over the past ten months there has been a series of incidents involving Charleston Acceleration Academy students on Trident Technical College's Thornley Campus. These incidents have raised concern regarding the security plan that is currently in place. Due to the number of incidents, I am requesting an updated security plan provided by November 15, 2019.

This security plan should consist of a timeline to reduce the incidents. Our goal is to have zero incidents on campus. Although we understand this can be difficult to achieve there must be a plan of action to help achieve this goal. We highly support the mission of the Charleston Acceleration Academy; however, if significant change in the number of incidents does not occur over the next two months, we will have to proceed with notification of contract cancellation. We must ensure the safety and security of everyone at our college.

Although I believe the Charleston Acceleration Academy program can be successful, I also have to consider the threat to security and the safety of other individuals while they are visiting or working on campus.

Sincerely,



Mary Thornley, Ed.D.
President

Charleston Accelerated Academy Notes

- 7 Arrests (All CAA Students)
- 8 CAA students/associates trespassed
- 9 Clery Reportable Crimes
- 4 Verbal altercations with TTC Facility/Staff members or CAA Security
- 1 Damage to State Property
- 1 Disorderly Conduct

Thornley Campus Clery Reportable Offences: 2018 – (2), 2019 – (7).

1. Assault and Battery – Weapons offense – Narcotics Offense **(2 Arrested)**
2. Breaking/Entering Motor Vehicle (Bldg. 100 Parking Lot) **(1 Arrested)**
3. Agency Assist – CCSO Outstanding Arrest Warrant. **(1 Arrested)**
4. Simple Possession Marijuana. The other CAA student fled the scene on foot. **(1 Arrested)**
5. Simple Possession of Marijuana in bathroom adjacent Public Safety. **(2 Arrested)**
6. Assault and Battery – (CAA student sprayed another CAA student with Mace in Boys Bathroom)
7. Damage to State Property (Girls Bathroom adjacent CAA Classroom)
8. Verbal Altercation with TTC Facility/Staff (CAA students play fighting in the Hallway)
9. Verbal Altercation with TTC Facility/Staff (CAA student dress code violation)
10. Verbal Altercation with TTC Facility/Staff (CAA student was blocking the instructors pathway as the instructor attempted to enter the building. Student would not move and got in the instructors face when he asked her to move).
11. Disorderly Conduct: Using Profanity in hallway (unknown CAA student kept yelling, “Pig Fucker” at Chief Evans and Captain White as they walked down the hallway. Officers were unable to locate the suspect as he hid among a mass of students traveling throughout the hallway.
12. Verbal Altercation between mother and son (Bldg. 100 Parking lot, mother brought her 17 year old son to register with the CAA program)
13. Smoking Marijuana (Officers were unable to locate subject(s) breeze way between 100/300 Bldg.)
14. Assault and Battery two students initially were play fighting in the classroom which later turned into a real fist fight. (CAA students refused to cooperate or prosecute)
15. Expelled CAA student placed on trespass notice. **(1 Trespassed)**
16. Assault and Battery between a mother and a CAA student arguing about attending CAA. **(1 Trespassed)**
17. Disruptive Student was escorted off campus. **(1 Trespassed)**
18. Classroom/Disturbance – Associates of CCA student engaged in verbal altercation with another CAA student in breeze way between 100/300 Bldg. **(3 Trespassed)**
19. Simple Possession of Marijuana. CAA student observed on camera to discard recovered bindle of Marijuana when approached by Public Safety. **(1 Trespassed)**
20. CCA student riding a bicycle in the halls of building 100, Chief Evans advised both the CAA staff and the student riding bikes in TTC buildings will not be tolerated.
21. Terroristic threats made by CAA student to other CAA students about bringing a handgun to class **(1 Trespassed)**

22. Verbal altercation between CAA student and CAA security guard.
 23. Three CCA joyriding on a TTC Golf Cart and crashed into a pillar located in the breezeway between buildings 100 and 300.
 24. CCA reported being touched inappropriately by a male classmate.
-



December 13, 2019

The Board of Directors of Charleston Advancement Academy High School (CAA), formerly Charleston Acceleration Academy, is requesting from the SCPCSD Board of Trustees, as our Local Education Agency, its support in allowing the CAA Board to:

- A. exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the school
- B. avoid substantial disruption and ensure the safety and welfare of CAA's at-risk student population, and
- C. comply with the State of South Carolina's Safe Schools Climate Act.

CAA requests the following as we complete the development of a plan to replace the services of Acceleration Academies (AA) as defined in the charter and proposes revisions to the charter consistent with local autonomy and management.

CAA has been unable to complete a plan to replace the services of AA because AA is being disruptive and withholding information from CAA. In addition, the SCPCSD staff has supported AA by limiting the CAA Board's authority and access to information and by not releasing funding to CAA necessary to operate and engage in planning activities in violation of state law.

In addition, the SCPCSD has devastated our ability to work with our staff and receive their input to complete our plan to replace the services of AA. While we have attempted to honor the request of the SCPCSD Board to keep contractual issues out of the classrooms and hallways of our school, unfortunately, the SCPCSD staff and Board Chair (in the attached correspondences)

have undermined our authority and ability to manage our school by including the entire CAA staff on correspondence between the SCPCSD and CAA. Accordingly, the CAA Board of Directors is respectfully requesting that the SCPCSD Board of Trustees do the following:

1. Affirm that pursuant to Section 4.6(A) of the charter contract between the SCPCSD Board and the CAA Board, AA shall not “interfere with the charter school board’s duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School”;
2. Affirm pursuant to page 76 of CAA’s charter application (which is also on page 25), which was approved by the SCPCSD Board of Trustees and constitutes an agreement between the SCPCSD Board of Trustees and the CAA Board of Directors under S.C. Code Ann. Section 59-40-60(A) of the South Carolina Charter Schools Act, that “CAA’s Board of Directors will be ultimately responsible for the academic and operational performance of CAA. This responsibility will be expressed through the ability of CAA’s Board of Directors to hire, evaluate, and fire the principal of CAA. Furthermore, CAA’s Board of Directors will be able to terminate any management agreement if the Board of Directors determines that academic or operational performance is inadequate.”
3. Affirm that pursuant to Section 4.6(O) of the charter contract that while the SCPCSD Board of Trustees had the right and responsibility to approve an agreement between CAA and AA, the SCPCSD Board also mandated in the charter contract that the CAA Board – and only the CAA Board – has the right to terminate AA’s contract due to unsatisfactory performance by AA.
4. Affirm that pursuant to S.C. Code Ann Section 59-40-50 and Section 4.6(E) of the charter contract, the CAA Board must, in order to fulfill its statutory and contractual obligations and complete its plan to replace the services provided by AA, have access to financial records, personnel records, educational and technology softwares and programs, non-tangible assets of CAA, and student records pertaining to the school, which are the school’s property and must be maintained and readily available in a timely manner at the school’s physical location, and express that the SCPCSD Board of Trustee’s

expectation that AA shall cooperate to ensure that the CAA Board has timely access to records related to CAA, its students, its employees, its operations, and its public funds.

5. Affirm that pursuant to Section 4.6(J) of the charter contract, AA is not a third-party beneficiary of the school's contract with the SCPCSD and has no right, pursuant to the charter, to be in the school;
6. Affirm that pursuant to S.C. Code Ann. 59-40-55(C), "The South Carolina Public Charter School District may retain no more than two percent of the total state appropriations for each charter school it authorizes to cover the costs for overseeing its charter schools." In addition, affirm that pursuant to S.C. Code Ann. 59-40-140(D), "after receipt of federal or state categorical aid funds, the sponsor shall, within ten business days, supply to the charter school the proportional share of each categorical fund for which the charter school qualifies," so that the CAA Board can fund its operations and planning activities to replace the services of AA.
7. Affirm that pursuant to Section 59-40-55(B)(5) "A charter school sponsor shall conduct or require oversight activities that enable the sponsor to fulfill its responsibilities outlined in this chapter, including conducting appropriate inquiries and investigations, only if those activities are consistent with the intent of this chapter, adhere to the terms of the charter contract, and do not unduly inhibit the autonomy granted to public charter schools."
8. Affirm that the SCPCSD Board of Trustees has not arbitrated or otherwise decided all or any part of the contractual dispute between CAA and AA, the SCPCSD Board of Trustees has not issued any findings of wrongdoing by CAA, and the SCPCSD Board of Trustees has not determined whether any amounts are owed by CAA to AA or vice versa pending arbitration.
9. Affirm that the CAA Board has the authority to retain a third party to serve as a liaison between the CAA Board and AA in communications regarding the replacement of services provided by AA and the transfer of school records and property from AA to CAA;

10. Affirm the CAA Board's authority to manage its school facilities and operations to avoid any additional disruption to the education of CAA's predominantly low-income at-risk student population.
11. Affirm the CAA Board's authority to prevent on-site disputes, disruptions and communications by prohibiting representatives and employees of AA on CAA's school sites and by prohibiting AA personnel from contacting CAA's employees directly without explicit written permission of the liaison under the direction of the CAA Board.
12. Schedule a meeting between the SCPCSD Board of Trustees and the CAA Board of Directors for CAA to present its plan to replace services provided by AA and its proposed charter amendments.

Items (1) – (11) above represented the status quo on November 14, as stated in CAA's fully executed charter contract with the SCPCSD, CAA's approved charter application, and the South Carolina Charter Schools Act, and we ask that the status quo be re-implemented by the SCPCSD Board of Trustees to allow CAA to fulfill its contractual and statutory duties and regain the authority and access necessary to develop a plan to replace the services provided by AA.

November 6, 2019 12:00 pm CAAC Telephonic Board Meeting Minutes

1203 N. Deif call to order

Attendance- Traci Combs, Nadine Deif , Vivian Pettigrew, Elizabeth Moffly

E.Moffly motions to adopt agenda, V.Pettigrew seconds. No opposition. Motion passes

ND motions? Board chair (not sure what this is....sorry), EM seconds

1205 E. Moffly motions to enter exec session, T. Combs seconds. No opposition. Motion passes

1236 N.Deif motions to exit executive session. E. Moffly seconds. No opposition. Board exits executive session

1239 N.Deif presents proposed motion, E. Moffly motions to accept, V.Pettigrew seconds. No opposition. Motion passes.

1240 E.Moffly moves to adjourn the meeting, V.Pettigrew seconds. No opposition.

Meeting ends.

Motion:

"I move the board to enter into contract with Candidate C to be the school principal and Chief Administrative Officer with authority to manage all school personnel and operations, and as agreed to pursuant to the terms of the contract."

From: Elizabeth Moffly <emoffly@aol.com>
Date: November 15, 2019 at 3:17:51 PM EST
To: Erik Norton <Erik.Norton@nelsonmullins.com>, "John M. Reagle" <jreagle@hmwlegal.com>, Nadine Deif <ndeif@icloud.com>, Bob Bohnstengel <bohns@drbobb.com>
Subject: CAA response

Dear Erik,

The CAA Board has nothing but the utmost respect for the SCPCSD Board of Trustees. The CAA Board as you are aware have experienced nothing but disrespect and disdain from their subcontractor Dave Sundstrom of AA and his cohorts.

It was our understanding the motion of your Board was to continue uninterrupted student educational services and you would supply a simple list of exactly what your board wanted from our board.

The subject of our employee is not a concern of AA. All of our employees are at will with or without cause. She was hired in July and has had multiple issues of insubordination and complete disregard of our landlords repeated concerns of campus safety. This has led to possible eviction from our campus if we ignore student safety.

Our employee was directed to maintain her position as school director and not abandon the campus. She choose to attend the SCPCSD Board of Trustees against a directive of our school leader.

She made false statements to your board and directly lied twice in her attempt to undermine our CAA Board. She blatantly smeared our boards authority and oversight. She blew off student safety and could careless that our landlord has taken serious issue with her total lack of concern.

She stated she was unaware of any student safety concerns. On my first visit to meet her I witnessed the TTC security make a written report to the student concern specialist who in turn hand delivered same to Erin right in front of me. She did not report this to me as required and covered it up therefore not allowing us our responsibility of reporting to the state district.

I am requesting all written reports that TTC security has Issued to Erin concerning student safety and conduct.

If this isn't alarming enough she accused her employers of trying to deceive your board with a plan to go against our charter mission making your board question our true intentions.

I had a personal meeting with both Erin and our counselor expressing my excitement and commitment to our schools mission and vision.

AA aka Dave Sundstrom has filed for arbitration against CAA on many false allegations and we will be filing counter claims and will definitely include contract interference.

Our school is thriving and we are committed to our students allowing them the best educational opportunities we provide with our services.

I hope this satisfactorily answers your question. Please feel free to contact me directly to discuss further.

Sincerely,

Elizabeth Moffly
 CAA Chair Elect
 843.296.6937

From: Erik Norton <Erik.Norton@nelsonmullins.com>
 Date: November 15, 2019 at 11:00:29 AM EST
 To: "John M. Reagle" <jreagle@hmwlegal.com>
 Cc: David Sundstrom <dsundstrom@davidmsundstrom.org>
 Subject: CAA

John,

Thank you for your professionalism and advocacy yesterday. However, it seems we have a little more work to do. I thought the board was clear that the status quo meant no changes to the current situation, and services should continue being provided as they were as of the board meeting yesterday. A key component of that was the students were not really aware of the dispute and services were provided seamlessly. I know the three of us (David, you, me) were clear. I reiterated that same point directly to Ms. Moffley and Mr. B in your presence.

You may not aware, but this morning, less than 24 hours after the meeting, we have received a report from Ms. Franey that Mr. B terminated her without cause. I'm not certain how Ms. Franey was terminated by Mr. B without board action since my understanding is that she had a direct contract with the Board as a Director, but maybe there is some explanation for that. Regardless, in my opinion, this action by the school directly and intentionally contravenes the board directive and shows contempt for the Board. My strong recommendation is to have her reinstated and allow students to continue being served as they were at the time of the board meeting absent some compelling cause to make a change. Revocation might not be the only remedy available to the District if the allegations of Acceleration Academy are proven true, and the District is reserving all of those rights in providing the school and its individual board members/employees an opportunity to correct this action.

Please provide a response by the school by 5 PM today, when the staff's weekly report to the board is due. They are expecting to hear how today went at CAA. This will be reported to the board if not corrected by that time. In addition, I still do not have a response to my follow up question regarding how Ms. Mims' term was shortened. I see nothing in the CAA by-laws that would allow for this.

From a legal perspective, I see less and less reason to advise my client to tolerate any more brazen disregard for the District's policies and procedures by your client. At minimum, it seriously undermines your client's credibility when they complain about the actions of others.

I'm glad to discuss this further if you think it will help, but in the end your client just needs to follow the rules.

Best regards,

Erik

<image001.jpg>

ERIK T. NORTON PARTNER
erik.norton@nelsonmullins.com

MERIDIAN I 17TH FLOOR
 1320 MAIN STREET I COLUMBIA, SC 29201
 T 803.255.9552 F 803.256.7500

NELSONMULLINS.COM VCARD VIEW BIO

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From: David Sundstrom [<mailto:dsundstrom@davidmsundstrom.org>]
 Sent: Friday, November 15, 2019 11:14 AM
 To: John M. Reagle
 Cc: Erik Norton
 Subject: CAA Board's Termination of Erin Franey, who testified yesterday

John— Feels like I am consistently the bearer of bad news. You may have already learned that the Charleston Acceleration Academy school leader Erin Franey— who testified yesterday before the SCPCSD Board—was fired without warning this morning. Although the SCPCSD Board made explicitly clear—and Erik amplified to you and me in the corridor afterwards, the parties were to maintain status quo, in less than 15 hours following that meeting:

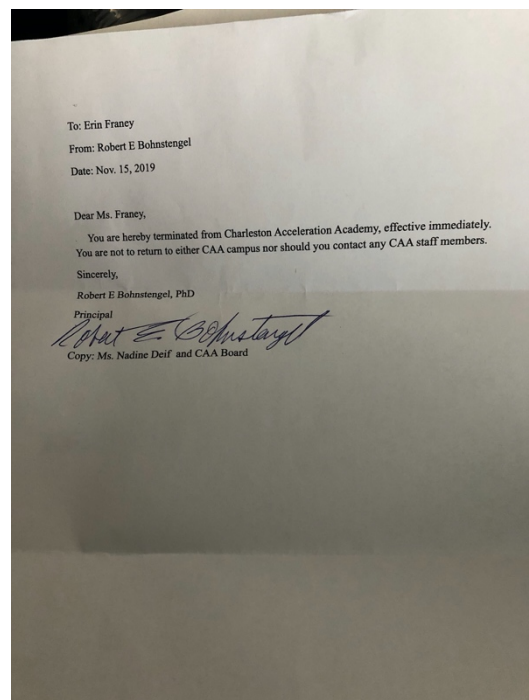
- Erin Franey's employment was immediately terminated. (By "Bob Bohnstengel, Principal. See below.) I know of no CAA Board meeting authorizing this disruption.)
- "Principal" Bob Bohnstengel instructed faculty and students this morning— after terminating Erin's employment— that he is now "acting principal." (our model does not have a principal; we neither recommended nor consented to his leading our work);
- Mr. Bohnstengel's "gather your things and leave" routine alerted faculty that Erin was being fired (she had been dropped off at the site, and didn't have a car). I am now being deluged with staff phone calls; multiple teachers are clearly fearful of being fired also, and highly distressed over what to them appears "vindictive," "hateful" and similar adjectives.
- Mr. Bohnstengel explained to the Assistant Director a new safety plan requiring "hall passes, clocking students the moment the leave the room, retaining staff to stand in the hallways and parking lots all day" and more. What he proposes is deadly to this work, contrary to all research on the population we serve, and is highly disruptive/inconsistent with the safety plan already in place.

John, I honestly don't think the SCPCSD Board could have been any clearer about maintain status quo. Your client's defiance of a clear and unambiguous directive is undermining all of the work we are attempting to continue. Your client's conduct remains impulsive, irresponsible— and increasingly venomous. We cannot continue to meet student needs in the face of the CAA Board's erratic interference and subterfuge.

Finally— Please advise the CAA Board that retaliation in response to an employee's honest and honorable testimony exposes the Board to substantial liability. I would be surprised if Ms. Franey is not examining her legal options. If additional employees are to be fired—as CAA's newest board chair revealed a predilection to do (in her testimony a half-day ago), please advise immediately.

David

David Sundstrom
 Chairman of the Board
 Acceleration Academies, LLC
 910 W. Van Buren St.
 Chicago, IL 60607
 direct: 904.662.0620
 e: dsundstrom@accelerationacademy.org





Superintendent:
Elliot Smalley

Board of Trustees:
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Kathleen Bounds, Secretary
Keith Callicutt, PhD
Kip D. Miller
Teresa Pope, PhD
Beth Purcell

November 21, 2019

Elizabeth Moffly
Board Chair
Charleston Acceleration Academy
North Charleston: Trident Tech Campus
7000 Rivers Avenue, Building 100
North Charleston, SC 29406

Dear Ms. Moffly,

I am writing in follow up to the SCPCSD's Board of Trustees ruling last Thursday, November 14, 2019. As you know, the SCPCSD Board of Trustees declined the CAA request to amend its Charter at last Thursday's meeting. The SCPCSD Board further required that CAA maintain the status quo regarding the services being provided at the school pending approval of a charter amendment by the SCPCSD Board that (1) addresses each of the services being provided by the EMO in the Charter and (2) submits a security plan approved by Trident Tech or makes other facility arrangements. The services provided by the EMO are set forth both in the Charter and in the contract between the school and the EMO. If a complete plan has been submitted by December 15, 2019, the charter amendment will be placed on the agenda for consideration at the January SCPCSD board meeting.

In addition to its current material non-compliance with the Charter, Staff believes that terminations of employees without cause and other changes to the programming and staffing at CAA violates the SCPCSD Board's requirement, as a sanction short of revocation, for CAA to maintain the status quo until an amendment is approved.

In order to add clarity to this requirement and avoid any further violations, the SCPCSD requires CAA to do the following as part of the sanction short of revocation in order to ensure the status quo is maintained:

1. SCPCSD staff must be included in any scheduling or CAA board meetings or subcommittee meetings so that SCPCSD staff may attend. Your charter contract

requires that you provide 48 hours notice to the SCPCSD of any board meeting, and you have routinely failed to meet this obligation. Therefore, you must consult with the SCPCSD as part of the scheduling process until a Charter amendment is approved. The SCPCSD contact for scheduling will be Taylor Fulcher, SCPCSD Chief of Staff at tfulcher@sccharter.org.

2. No CAA employee may be terminated without prior consultation with the SCPCSD. CAA employees may not be terminated without cause until the Charter is amended absent SCPCSD approval. Any employees terminated *without cause* after Thursday, November 14, 2019 must be reinstated and paid by CAA for any days missed. Any employees terminated after the November 14, 2019 board meeting and prior to this correspondence must be reinstated until the SCPCSD has been consulted to insure the dismissal was not in retaliation for participation at the SCPCSD board meeting and is not adversely impacting services to students.
3. No changes to the CAA education programming or day-to-day operations may be made, either in content or implementation, without prior approval in writing from the SCPCSD staff. Any changes made after Thursday, November 14, 2019 must be rescinded and the status quo as of Thursday, November 14, 2019 restored.
4. No changes to any service listed in CAA's contract with AA may be made without prior approval in writing from the SCPCSD staff.
5. No further distributions of state per pupil funding will be released to the school by the SCPCSD until a charter amendment is approved. The SCPCSD will release funds only for specific line item expenditures requested and approved by CAA through its current financial services vendor, Prestige Financial, upon approval by the SCPCSD. CAA must provide a list of all contested line items for the October and November 2019 Acceleration Academy invoices by November 26, 2019 as well as a list of any documentation it contends as missing, with a verification by Prestige Financial that such line items should not be paid and/or the requested documentation is needed for payment.
6. CAA staff members may not be prevented from communicating with the EMO.
7. This correspondence is to be distributed to all CAA staff members. Any violations of these terms should be reported directly to Taylor Fulcher, SCPCSD Chief of Staff at tfulcher@sccharter.org.

Finally, CAA has failed to respond completely to the SCPCSD request for information explaining how the board term of Amy Mims was shortened from two years to one year in accordance with either the CAA by-laws or South Carolina law. Other irregularities have been alleged

regarding the appointments and/or elections of all board members with the exception of Ms. Deif. Therefore, **by December 15, 2019**, the SCPCSD requires that CAA submit:

1. A narrative description with citations to its own by-laws and South Carolina law setting forth the basis for shortening the term of Elizabeth Mims;
2. A narrative description of the election or appointment process for each current board member except Nadine Deif;
3. All documents related in any way related to the reduction of Ms. Mims' term, specifically including but not limited to any board meeting minutes, formal resolutions, contracts with third parties (not law firms) regarding the CAA board election process; by-law changes, notices, email correspondence by or between board members and email correspondence sent to or from any CAA board member and the Alliance and specifically excluding any correspondence or documents covered by attorney-client privilege or the attorney work product related to CAA's work with John Reagle or his law firm; along with all related documentary evidence such as meeting minutes, employee and parent notices, and any written advice or contract with the Alliance, supporting the proper election or appointment; and
4. All documents demonstrating that employees received proper notice as to the elections or appointments of all board members other than Ms. Deif.

This is the second request for supplemental information to support CAA's initial response to allegations that the CAA board is not properly constituted and its actions this Fall have been improper and/or *ultra vires*.

If you have any questions regarding this correspondence, I can be reached at 803-960-9670.

Best,

Elliot



Elliot Smalley, Superintendent, SCPCSD

cc: SCPCSD Board of Trustees

CAA Board of Trustees

CAA Staff

SCPCSD Staff

Erik Norton, Esq.

John Reagle, Esq.

Joey Wise, AA

David Sondstrom, Esq. AA

David Fuanca, Prestige Financial



Superintendent:
Elliot Smalley

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Teresa Pope, PhD
Beth Purcell

December 2, 2019

Elizabeth Moffly
Board Chair
Charleston Acceleration Academy
North Charleston: Trident Tech Campus
7000 Rivers Avenue, Building 100
North Charleston, SC 29406

RE: Sanctions Short of Revocation

Dear Ms. Moffly,

I am again writing in follow up to the SCPCSD's Board of Trustees ruling on Thursday, November 14, 2019 and my correspondence from November 21, 2019. Despite multiple chances, CAA continues to disregard both the SCPCSD Board's directive and my clarifying instructions to you. As a result, the SCPCSD is left with no recourse but to issue sanctions short of revocation in accordance with the Charter Schools Act.

By way of example of CAA's non-compliant actions, since November 14, 2019, CAA has continued to make substantial changes to day-to-day programming without consulting with the District, including changes to the discipline policy that does not appear to be research-based or designed to effectively address either the security or academic concerns of CAA students. Further, CAA failed to include SCPCSD staff in scheduling a board meeting as directed, and then at that board meeting changed its school name and website without consulting with the District. Even though CAA still has not paid Acceleration Academies undisputed amounts owed for this academic year, AA hired Erin Franey after CAA terminated her to perform basic school functions such as assisting students with ACT applications and special education meetings/documentation. Interim data provided and District staff observations indicate that the actions of the CAA board are impacting student learning negatively. In addition, the failure to pay undisputed amounts owed to Acceleration Academies in a timely manner could impact CAA financially.

The SCPCSD believes that the actions of CAA's Board amount to a breach of its Charter, Contract, the South Carolina Charter Schools Act of 1996, and a breach of its fiduciary duty to CAA. Further, pending the review of additional documentation provided, the actions of CAA's Board or individual board members may be considered *ultra vires* actions outside the scope of the CAA Board's authority or based on the illegal constitution of the CAA Board.

As a result, the SCPCSD issues the following sanctions short of revocation:

1. All actions of the CAA Board that have been implemented at CAA since November 14, 2019 shall be rescinded until and unless approved by the SCPCSD Board of Directors.
2. The SCPCSD will manage the Acceleration Academy contract until and unless the SCPCSD Board of Directors approves an amendment to the CAA Charter that will bring CAA into compliance with the Charter Schools Act.
3. Erin Franey is to resume all duties she held as of November 14, 2019. CAA is responsible for the costs associated with Ms. Franey pursuant to the CAA-AA contract. CAA is free to continue utilizing Bob Bohnstengel as a consultant, at its option and at its expense, but Mr. Bohnstengel may not exercise any authority over staff or students. Ms. Franey must communicate in a timely manner with Mr. Bohnstengel regarding any reasonable requests for information by Mr. Bohnstengel so that he can advise the CAA Board regarding needed changes to the CAA Charter.
4. If the CAA Board or Mr. Bohnstengel purports to fire any CAA staff member without written permission from the SCPCSD, Acceleration Academy may be authorized to hire the employee directly to perform the prior scope of services at CAA's expense in accordance with the CAA-AA contract.
5. The SCPCSD will manage the disbursement of CAA state and federal funds in consultation with Prestige Financial until and unless the SCPCSD Board of Directors approves an amendment to the CAA Charter that will bring CAA into compliance with the Charter Schools Act.
6. The CAA Board may not spend any further state or federal funds in its bank accounts without prior written permission from the District.

7. The CAA Board is not permitted to take any further action related to the operations of the school until it provides all information required in the November 21, 2019 letter and the SCPCSD Board of Trustees authorizes the CAA Board to take further action.

If you have any questions regarding this correspondence, I can be reached at 803-960-9670. The timing and remedy to this situation is entirely in your control, as was the decision to immediately terminate the AA contract. You were informed at the November 14 board meeting that the staff and board would act on a request to amend the charter as quickly as you could provide it to us. The SCPCSD Board has even had a special called board meeting on another school request since that time, but you have not yet even provided an amended charter with all AA services replaced for staff to review. Our offer to work with you expeditiously still stands, and we look forward to your timely response to our request for information by December 15, 2019 as set forth in my letter to you dated November 21, 2019.

Best,

Elliot



Elliot Smalley, Superintendent, SCPCSD

cc: John S. Payne, Chairman, SCPCSD Board of Trustees
 Erik Norton, Esq.
 Taylor Fulcher, Chief of Staff, SCPCSD
 Vashaunta Harris, COO, SCPCSD
 Catherine Watt, Director of Charter Development, SCPCSD
 John Reagle, Esq.
 John Bohnstengel, CAA
 David Fuanca, Prestige Financial



Superintendent:
Elliot Smalley

Board of Trustees:
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Cyndi Mosteller, Vice Chair
Kathleen Bounds, Secretary
Keith Callicutt, PhD
Kip D. Miller
Teresa Pope, PhD
Beth Purcell

December 5, 2019

Elizabeth Moffly
Board Chair
Charleston Acceleration Academy
North Charleston: Trident Tech Campus
7000 Rivers Avenue, Building 100
North Charleston, SC 29406

Dear Ms. Moffly,

It has been brought to my attention that you and other members of the Charleston Acceleration Academy (CAA) Board have been informing others that the letter dated December 2, 2019 from Superintendent Smalley issuing sanctions short of revocation is unenforceable. Please be assured that as Chairman of the South Carolina Public Charter School District Board of Trustees, I find it necessary to inform you that Superintendent Smalley has the full authority granted by this Board to issue the aforementioned sanctions short of revocation and expect your Board to adhere to any and all requirements set forth in the December 2, 2019 correspondence which have full force and effect.

I also find it imperative to reiterate to you and the CAA Board that the SCPCSD is now managing the Acceleration Academy (AA) contract with CAA until and unless the SCPCSD Board of Directors approves an amendment to the CAA Charter that will bring CAA into compliance with the Charter Schools Act. Additionally, the SCPCSD is now managing the disbursement of all CAA state and federal funds in consultation with Prestige Financial until and unless the SCPCSD Board of Directors approve the amendment mentioned above. The CAA Board is therefore precluded from spending any further state or federal funds in its bank accounts without prior written permission from the SCPCSD.

I remind you that the SCPCSD believes that the actions of CAA's Board amount to a breach of its Charter, Contract, the South Carolina Charter Schools Act of 1996, and a breach of its fiduciary

duty to CAA. Further, pending the review of additional documentation provided, the actions of CAA's Board or individual board members may be considered *ultra vires* actions outside the scope of the CAA Board's authority or based on the illegal constitution of the CAA Board. I strongly advise you to adhere to all requirements as set forth by the SCPCSD.

Sincerely,

A handwritten signature in cursive script, appearing to read "John A. Payne".

John Payne, Chair, SCPCSD Board of Trustees

cc: SCPCSD Board of Trustees

CAA Board of Trustees

CAA Staff

SCPCSD Staff

Erik Norton, Esq.

John Reagle, Esq.

Joey Wise, AA

David Sundstrom, Esq. AA

David Fuanca, Prestige Financial



December 6, 2019

John Payne, Chairman
South Carolina Public Charter School District
3710 Landmark Drive, Suite 201
Columbia, SC 29201

Dear Chairman Payne:

Initially, I want to thank the South Carolina Public Charter School District (“SCPCSD”) Board for taking the time to hear from Charleston Advancement Academy High School (“CAA”), formerly known as Charleston Acceleration Academy, during the SCPCSD Board meeting on Thursday, November 14, 2019. We sincerely appreciate the SCPCSD Board’s time and patience in listening to our concerns and providing us the opportunity to work through and resolve the transition from an out-of-state EMO to local management.

At the aforementioned SCPCSD Board meeting, the CAA leadership team outlined the steps that our Board had taken to date to move to local autonomous control outside of an EMO relationship. At that time, we discussed with you and your fellow Board members many different elements of our transition strategy that stemmed from our October 2019 decision to terminate our EMO agreement between CAA and Acceleration Academies (AA).

- On September 20, 2019, CAA contracted with Prestige School Solutions to provide the school with financial management services, including bookkeeping, accounting, budgeting, financial reporting, accounts payable, payroll, and financial training. Prestige School Solutions currently provides financial management services to many South Carolina charter schools. Prestige School Solutions has been providing financial management services to CAA since October 1, 2019 and continues to provide CAA with financial management services.
- As referenced in our November 11, 2019 correspondence to Ms. Catherine Watt, the CAA Board retained Dr. Robert E. Bohnstengel to serve as the Principal of CAA and manage the day-to-day operations of the school. Dr. Bohnstengel is an extremely talented and experienced South Carolina charter school leader. Dr. Bohnstengel served as an

administrator at James Island Charter High School, one of the largest brick-and-mortar charter schools in South Carolina, for nine (9) years, and thereafter, served as the Interim Head of School for Bridges Preparatory Charter School. Dr. Bohnstengel is handling the day-to-day management and operations of the school, and he has the statutory authority and discretion to make hiring decisions pursuant to S.C. Code Ann. § 59-40-50(B).

- CAA had also begun the transition of curriculum and educational programming materials to CAA, including the transfer of CAA's Edgenuity and Naviance licenses that were purchased with CAA's Federal Planning and Implementation Grant funds.

Although there is an ongoing legal dispute between CAA and AA related to whether AA is required to account for their use of state and federal funds, which is currently in arbitration, we wholeheartedly believe that it is in the best interest of CAA's students, families, and employees for that dispute to be contained in the appropriate legal forum and not in the hallways, offices, and classrooms of CAA's school.

Unfortunately, however, recent actions from both the SCPCSD and AA have caused confusion for faculty and staff and fostered a hostile environment that is hindering our Board's ability to address the greater issues that your Board asked us to reconsider in amending our charter.

To summarize the legal dispute between CAA and AA, AA gave 180-day-notice of termination of its management contract with CAA in October 2019. As part of that decision to accept the termination tendered by AA, our Board also wrestled with the newly discovered fact that AA and/or CAA school director Erin Franey had failed to disclose some two dozen safety infractions on the Trident Technical Campus.

CAA's charter provides that "CAA's Board of Directors will be able to terminate any management agreement if the Board of Directors determines that academic or operational performance is inadequate." (p.80) That failure to notify us of these safety issues was not only totally unacceptable to us, it resulted in our being threatened with the loss of our facility lease on the Trident Technical Campus. Therefore, CAA further voted unanimously, as it is clearly outlined in our charter, to immediately terminate its contract with AA and Ms. Franey for just cause based on student welfare and safety concerns and violations.

On November 4, 2019, a Demand for Arbitration was submitted to the American Arbitration Association by AA, the claimant, to resolve issues arising out of a difference of opinion as to whether AA is required to account for their use of state and federal funds, or whether as Mr. Sundstrum has explained, AA is immune from disclosing its expenditures under a theory that how

AA spends taxpayer monies is a proprietary trade secret. The purpose of the arbitration will be solely to determine whether either party is entitled to monetary amounts, as neither party is seeking or entitled to specific performance.

And yet, following your Board meeting of November 14, our Board and staff has received three disruptive and perplexing letters from Superintendent Smalley (on November 21, 2019 and December 2, 2019) and you (on December 4, 2019) attempting to impose “sanctions short of revocation” on CAA, including withholding CAA’s state and federal funding in violation of S.C. Code Ann. § 59-40-140(D), managing CAA’s contract with AA, controlling all employment and personnel matters at CAA, and outlining additional measures that would significantly change the status quo of CAA.

Superintendent Smalley’s communications, in fact, are very peculiar. We have received communications from AA and observed actions of AA that lead us to believe Superintendent Smalley, the SCPCSD’s legal counsel, and potentially other representatives of the SCPCSD (a South Carolina public school district) are taking orders directly from CAA’s former EMO, an out-of-state for-profit entity that currently has no contractual relationship with our school, on how to manage the SCPCSD’s relationship with CAA.

These communications are causing extreme disruption and confusion for our staff and are in direct contradiction to the discussion of the SCPCSD Board on November 14 and its motion which was stated: *“Deny amendment and to maintain status quo until the school presents a plan showing ability to immediately implement all activities in the charter with SCPCSD contract and EMO contract.”*

As outlined above, prior to the November 14, 2019 SCPCSD Board meeting, the agreement between CAA and AA had already been terminated and submitted to Arbitration, and CAA had already hired a Principal to manage the day-to-day operations of the school. Further, since November 14, 2019, CAA has taken additional steps to continue its ongoing transition to local management, thereby maintaining the status quo.

As you all know, the SCPCSD Board did not arbitrate the dispute between CAA and AA, issue any finding of wrongdoing by CAA, or mention sanctions against CAA at its meeting on November 14, 2019. Rather, the SCPCSD Board simply requested that CAA present a more detailed plan for its transition to local management and maintain the status quo in the interim, which we are in the process of doing – ensuring the safety, welfare and academic status of our students.

The actions Superintendent Smalley purports to take in his letters are inconsistent with the SCPCSD Board’s discussion and motion on November 14, 2019 and completely change the status

quo from November 14. Your letter dated December 5, 2019 appears to reinforce Superintendent Smalley's perplexing letters and has created substantial confusion for us. To be candid, we do not know if you are speaking for the SCPCSD Board of Trustees collectively, which to the best of our knowledge has not held a meeting to discuss CAA since November 14, or if you or a select group from your Board are simply following directives given to you by staff and legal counsel of the SCPCSD under the guidance of AA.

In order for CAA to fully affirm local management and minimize any uncertainty and confusion with CAA's employees, students, and families and the SCPCSD's staff, we respectfully request that the SCPCSD Board hold a special-called meeting as soon as possible to allow CAA to discuss with you the actions that we are taking and resolve the confusion stemming from SCPCSD letters that contradict your Board's actions and are outside the scope of giving operational directives to CAA whereby acknowledging AA as a third party benefactor to either CAA or SCPCSD.

From one volunteer Board to another, we appreciate your time and dedication to the students of South Carolina. Please contact me at ndeif@caahighschool.org if you have any questions.

Sincerely,



Nadine Deif
Board Chair

cc: SCPCSD Board of Trustees
Charleston Advanced Academy High School Board of Directors
Mr. Elliot Smalley
Dr. Robert E. Bohnstengel
Erik Norton, Esq.
John Reagle, Esq.
Tyler R. Turner, Esq.
Mary Allison Caudell, Esq.



Superintendent:
Elliot Smalley

Board of Trustees:
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Teresa Pope, PhD
Beth Purcell

December 5, 2019

Nadine Deif
Charleston Acceleration Academy
North Charleston: Trident Tech Campus
7000 Rivers Avenue, Building 100
North Charleston, SC 29406

Dear Ms. Deif:

I received your letter dated December 6, 2019. Please allow me to summarize the situation as I perceive it. CAA terminated its contract with AA effective immediately without consulting the District and with no plan to replace the services of AA in place. This was a breach of CAA's charter. On November 14, 2019, the SCPCSD Board provided the CAA Board an opportunity to correct the breach rather than revoking the charter by presenting a plan to provide the services required by the CAA Charter to be provided by CAA. During the interim period, the SCPCSD Board required that the CAA Board maintain the status quo, making no changes to the programming at CAA without further permission from the SCPCSD. To date, CAA has failed to submit a plan to replace the services required to be provided by AA in the CAA charter and has blatantly disregarded the SCPCSD Board's requirement, as a sanction short of revocation, to maintain the status quo until the SCPCSD Board approves the plan to replace the services required to be provided by AA in the Charter. The SCPCSD has no position regarding the arbitration between AA and CAA, except to note that CAA still has not identified a single transaction it believes was improper by AA and Prestige has indicated it has the necessary backup at this point for the CAA board to approve (or disapprove) the transactions.

It is not debatable that CAA has failed to comply with the sanction short of revocation levied by both the SCPCSD Board and Staff, which has authority to issue such sanctions. Less than twenty-four hours after the November 14 SCPCSD Board meeting, CAA terminated Erin Franey without cause (though later purportedly amending the termination to be for cause), and then admitted to District staff that no one had been hired to complete the tasks within Ms. Franey's job scope. CAA then prohibited Ms. Franey from entering campus after AA hired her to perform the functions CAA was not, and then placed Dan Miller on administrative leave. As a result,

CAA now has only one administrator when the Charter requires two certified administrators for the co-located campuses. On top of all of this, your letter is written on the letterhead of a school not sponsored by the SCPCSD, indicating that perhaps you have changed the name of the school without permission and perhaps to a name that is not permissible at all. Your letter also identifies yourself as the board chair when the last information provided to the SCPCSD Board was that Elizabeth Moffly would be Board Chair as of mid-November. Even if Ms. Moffly resigned as board chair, it is unclear how you would be back in the position of Board Chair after just completing your term without any election. Given all of this, it is not clear whether you are writing on behalf of CAA, the CAA board of directors, or some other entity all together. It is also not clear whether you have the authority of the CAA board to take the actions on site that may result in further legal exposure to CAA and/or its board members by individual employees, students and the SCPCSD.

Your allegation that anyone at the District is “taking orders” from the EMO is untrue, insulting and defamatory. “Taking steps to continue its ongoing transition to local management,” which you admit to doing, is not maintaining the status quo. Instead, CAA’s actions are the very definition of altering the status quo to implement a plan without SCPCSD approval. Your claim that CAA was “confused” is not credible - no one at CAA has made any effort to consult with SCPCSD staff or this Board prior to implementing any of the unallowable changes, even after multiple letters from the District explaining that what you are doing is improper.

Your request for a special-called board meeting is granted. It will be held at 10:00 am Friday morning, December 13, 2019 at the District office. Every member of the CAA Board is expected to be present in person unless allowed to be in attendance by telephone or excused for good cause shown. If a CAA board member needs to be excused, he or she may contact me directly to discuss the situation. Mr. Bohnstengel may appear by telephone so that he can be present on campus, though I understand he regularly leaves to teach his college course anyway.

To reiterate, the CAA Board must operate the school exactly as it was operating as of November 14, 2019. The CAA Board is prohibited from preventing Acceleration Academies from performing its functions required by the Charter in any way. CAA may not prevent Erin Franey, Dan Miller or anyone else from accessing the property or student records to fulfill their job functions unless it is approved by the SCPCSD staff first. No other changes may be implemented to transition new plan unless the SCPCSD staff approves it first.

Finally, I want to be exceedingly clear on this point. There is no guarantee at all that the SCPCSD will approve the new plan that the CAA Board submits. The SCPCSD Board has never approved the CAA Board to locally manage the school without a management organization, and it is the CAA Board’s burden to prove to the SCPCSD Board that it should be entrusted to do so. Many questions remain about the program CAA’s Board is proposing to implement. The SCPCSD Board will carefully consider that program prior to allowing an amendment to implement a program that might be materially different than what was originally approved. In the meantime, SCPCSD is committed to ensuring that students continue to receive services and staff providing those services are compensated, regardless of which entity employs them.

I look forward to seeing you on Friday morning, December 13, at 10:00 am at the District office in Columbia.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Payne". The signature is fluid and cursive, with the first name "John" being more prominent.

John Payne, Chair, SCPCSD Board of Trustees
jpayne@sccharter.org

cc: SCPCSD Board of Trustees
CAA Board of Trustees
CAA Staff
SCPCSD Staff
Erik Norton, Esq.
John Reagle, Esq.
Joey Wise, AA
David Sundstrom, Esq. AA
David Fuanca, Prestige Financial

We appreciate very much you coming here today. Your letter asked that we come here today to discuss and resolve any areas of concern. You provided to us 12 requests, most of which are legal in nature, that we had not seen before today. Our belief is that all of these items are included within our initial order to maintain the status quo as of November 14. Unfortunately, the School seems to have misunderstood the directive and consequently did not comply. Further, it seems had the School raised these operational and legal issues with Staff as they occurred, they could have been readily resolved.

Having said that, this Board is very concerned about the issues raised by the School and we want to be very clear that we are not saying the School is wrong about the issues it is raising. The School absolutely should have access to school property and school information, for example. We want to be very clear that all school funds are available to the school for school operations upon request and instruction as to distribution to the proper party.

To reiterate and be abundantly clear, we expect the following:

1. The School will be operated pursuant to the existing Charter;
2. People not providing instruction will avoid disrupting instruction unless necessary to do so for the operation of the school and not for dealing with litigation/contract matters between the school and EMO;
3. Any change that might be necessary, including personnel, will be shared with the District first to ensure replacement services are in place following the change;
3. Dr. Bohnstangel will report any interference that he believe occurs with instruction or operation of the school in writing to the Superintendent so that it can be addressed at that time;
4. Communicate all requests related to funding from Prestige in writing to Chris Griner, District CFO with a copy to the Superintendent; and
5. The School will submit the charter amendment request on Monday as previously directed.

I'll be glad to address any questions to clarify, but we aren't getting into operational matters or argue legal issues. The staff has been and remains willing to help the school work through these issues.

**BEFORE THE AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal**

Acceleration Academies, LLC,
Claimant/Plaintiff

HON. ROBERT N. HUNTER JR.
Case Number: **01-19-0003-5142**

vs.

Charleston Acceleration Academy, Inc.
Respondent/Defendant

ORDER

The Arbitrator, having heard oral arguments on Wednesday, December 18, 2019, and again on Monday, December 30, 2019, and having considered the additional submissions since the December hearings and initial order entered by the Arbitrator, hereby orders the following preliminary injunction order amending the prior order.

This order is entered in part on the basis that the Claimant will not be able to obtain effective relief in this matter after the hearing unless some preliminary injunction is granted in part to maintain the status quo ante of October 23, 2019, at the time which the Claimant claims it was wrongfully terminated. In addition, there is a contest between the state authorities as to whether or not the charter school will be in compliance with state law in the event the Claimant is terminated without an authorized substitute management company being on the ground. Therefore, for these and other reasons contained in the submissions of the parties, the Arbitrator grants a preliminary injunction as follows, which shall remain in effect until an award is made in this arbitration:

- a) Operations at each school site are to remain *status quo ante* as of October 23, 2019. Any Acceleration Academies, LLC (“AA”) personnel working on site in the ordinary course of business on October 23, 2019—including Erin Franey and Dan Miller—shall continue working on site without interference from the Charleston Acceleration Academy (“CAA”) Chairman, Directors, employees, members or agents. In the event CAA wishes to terminate these employees or other employees for cause, the matter can be added to the

Counterclaim of the Respondent and submitted as a dispute for arbitration or as a contract breach at the hearing scheduled in this matter.

- b) Communication between AA and CAA *leadership* must be via e-mail only; Dr. Joseph Wise is AA's designee; Nadine Deif is CAA's designee.
- c) David Sundstrom is not to communicate with the CAA Board or its members *except through* Dr. Joseph Wise.
- d) Nadine Deif is not to communicate with AA except via e-mail to Dr. Joseph Wise.
- e) CAA Board members may be on school sites during instructional hours by providing 24-hour advanced written notice by email to site Director Erin Franey and Dr. Joseph Wise.
- f) The Parties' respective counsel may modify this order in the event they can consent to modification of this plan.
- g) The Parties are to implement prompt payment of funds not in dispute; the Parties are to disclose in writing by email by January 13th, 2020, the basis of any payment delay in undisputed funds.
- h) Except as provided herein the parties' other motions for preliminary relief are denied. Respondent's motion to disqualify counsel and motion for continuance are denied.
- i) This order shall expire upon the entering of an Award in this matter.

ORDERED THIS 6th DAY OF JANUARY, 2020



HON. ROBERT N. HUNTER JR., ARBITRATOR

From: [Robert Bohnstengel](#)
To: esmalley@sccharter.org
Cc: [Nadine Deif](#); [Tyler Turner](#); [Dave Wilson](#); [Elizabeth Moffly](#)
Subject: Issues for our review
Date: Friday, December 20, 2019 2:16:24 PM

Dr. Robert Bohnstengel
 Charleston Advancement Academy

December 16, 2019

VIA EMAIL

Superintendent Mr. Elliot Smalley
 South Carolina Public Charter School District
 3710 Landmark Suite 201
 Columbia, SC 29204

Dear Superintendent Smalley,

As requested by SCPCSD Chairman John Payne following the CAA's Board of Directors' meeting with the SCPCSD Board of Trustees on Friday, December 13, 2019, we are notifying you, as superintendent of the SCPCSD, of disruptions and issues that we have encountered in our attempt to continue servicing our students at CAA.

While each of these items is, in and of itself, a flagrant attempt to hinder our ability to operate the school, they are not all inclusive of the issues we are facing. They collectively represent a consistent pattern of abuses for which we are seeking your remedy.

1. Personnel Issues & Interference

As you are aware, per our charter, CAA has ultimate authority over personnel issues at our school. On November 15, 2019, Ms. Erin Franey was terminated as an employee of CAA. Since that time, Ms. Franey has been retained as an employee of Acceleration Academies (AA), our former educational management group.

Shortly after your letter of November 21, 2019, I attempted to perform my responsibilities and duties as the administrator at CAA and was met with opposition by assistant director Dan Miller — who directly referred to your letter as his source of authority — regarding access to information and other performances of his duties to the school. I subsequently placed him on administrative leave with pay as the Board and I continued our work on the necessary steps to plan for the replacement of services provided by AA.

Despite these actions and request to the contrary, both Ms. Franey and Mr. Miller both stated to your Board on December 13, 2019 that they have continued to appear on school property, impact instruction and management of the school, and remain in regular communication with CAA students and employees. This must cease in order for us to operate the school efficiently and effectively.

At the same time, Mr. Miller, who is an employee of CAA, has been in regular communication with AA, with which we are currently in litigation. This communication between Mr. Miller and AA must also cease in order for us to operate the school efficiently and effectively.

At CAA's board meeting on November 21, 2019, our Board instructed Mr. Miller not to schedule the CAA graduation on the same night as our annually scheduled and approved board meeting date. Completely disregarding those instructions, he set the graduation on the same night as that scheduled board meeting, and he worked in concert with Ms. Franey and AA to coordinate and plan our CAA student's graduation. This came despite the fact and after being told that AA was no longer under contract and has no authority to instruct our staff or plan functions on behalf of our school.

And then today, Ms. Franey continued her malicious and disruptive activities. At the TTC campus, she interrupted a teacher who was about to administer the state mandated End of Course Exam (EOC) in Algebra 1. Ms. Franey told the teacher that she could not administer the exam to the student because she taught the student. The teacher came to me, a bit upset, indicating that Ms. Franey said her license could be revoked. I assured the teacher she was following state protocol, showing her the correct clearance contained in the state test manual, and she proceeded with the testing. This sort of patently false disruption on the last day of class for the semester is in direct violation of your Board's request.

2. Transportation

Transportation for a portion of our student population is a vitally important service that CAA provides. It is in alignment with the approach our Board deems critical in serving our students and their educational needs.

Unfortunately, following Chairman Payne's announcement for services to remain "status quo" at the December 13, 2019 meeting, Acceleration Academies (AA) proceeded to eliminate student transportation services without any notice to CAA.

I became aware of this issue when I was contacted by a distraught student on Sunday afternoon, December 15, 2019, after that student had been notified by AA that all transportation to the school had been canceled and no further services would be provided.

Upon further investigation, I found that Erin Franey (as an AA representative) took it upon herself to notify CAA drivers of the cancelation of transportation on Friday December 13, 2019.

Following that, she sent derogatory emails interjecting questions regarding our arbitration with AA, of which she is not a party. Such notification is in violation of the instructions set forth both by our charter and your Board's December 13, 2019 directive.

On this issue of transportation services, I have worked with the CAA Board to now assume responsibility of student transportation services, as we had previously planned to do, to ensure continuity of service to our students. CAA Board Chair Nadine Deif and I were ultimately able to rectify AA's interference and disruptive termination of transportation services by early Sunday as we had already insured our drivers on the CAA insurance policy effective December 1, 2019. This was not without considerable effort since your November 21, 2019 letter copied to CAA staff. Without full access to personnel- and operations-related information, it has been extremely difficult to manage operationally.

The actions by AA to eliminate transportation services, without notification, predictably resulted in confusion and disruption for our students and parents which was uncalled for and unwarranted.

3. AA Interference

Section 4.6 O of our charter specifies, "The EMO/CMO Contract must provide that termination be made in a manner that is least disruptive to students and at least 90 days' notice must be provided prior to termination except where the health and safety of students is a concern." AA has done everything within their power to cause the most disruption possible.

Since CAA's termination of its contract with AA, the company's leadership (Dave Sundstrom, who is also AA's legal counsel, and Joey Wise) and their employees have done everything possible to disrupt the school. Their appearance on campus, their direct communication with CAA employees, and their unwillingness to leave school grounds after repeated requests by myself and members of the CAA Board, has severely and purposefully interfered with our ability to manage the school efficiently. In fact, AA directed CAA staff to plan and hold a graduation for students on December 18, 2019 without notification to the CAA Board.

Their continued efforts to be a disruptive force in the management of the school has impacted not only personnel issues, but the overall learning and working environment

4. Educational Software, Website, and Email Transition Plan

Section 4.6 E of our charter is quite clear that in order for CAA to continue implementation of our educational programs AA must make readily available access to CAA software that was purchased with federal grant money on behalf of CAA including but not limited to, contracts or licenses with Edgenuity, Edmentum, Naviance, AdvanceED and others. We are requesting your assistance in having AA cooperate in transferring the educational license software to CAA and relinquishing all school property immediately to CAA.

Additionally, CAA has established a new website for the school and new email addresses for Board members and employees. We are requesting your assistance in referencing all website links and information to our new website (CAAHighSchool.org) and ending the use of AA-controlled email addresses.

5. Insurance and Benefits

We have also addressed the most urgent matter of transferring insurance and benefits of CAA employees to our new carrier. We have ensured that our CAA employees will not be without coverage as AA is terminating these benefits come the first of the year.

6. Clear Delineation of Responsibilities and Authority

Finally, to effectively administer instruction and operations, I am requesting that your office advise the CAA staff of the restoration of my authority as the CAA's principal. The letters the SCPCSD and Chair have copied to the CAA staff over the last several weeks has had a devastating effect on school moral and have caused great confusion as to whom staff and faculty are answerable.

Thank you for your assistance in these matters.

Sincerely,

Dr. Robert Bohnstengel
Charleston Advancement Academy



January 9, 2019

HAND DELIVERED

The Board of Trustees
South Carolina Public Charter School District
Columbia, SC

Dear Board of Trustees,

We come before you as the leadership of our authorizer, the South Carolina Public Charter School District (the District) to present Charleston Advancement Academy's (CAA) plan to provide services that are currently handled by Acceleration Academies (AA), outline some concerns that we have experienced through the actions of District leadership and staff as our LEA, and to formally request several items that need direct attention in order for our Board to regain the ability to properly manage and lead our school.

Plan to Provide Services

Attached is a document that outlines our plan to provide the services that have, to this point, been facilitated and/or provided by AA. We ask that we have a dialogue with both the District board and staff to answer and address any concerns or questions that arise from this document. We also ask that, as our LEA, you direct the staff of the District to provide CAA with the assistance our board and school leaders need to execute this plan.

Concerns Experienced through District Leadership & Staff Actions

Up to this point, it has been extremely disheartening and demoralizing that the District has repeatedly turned to threats of sanctions short of revocation, legal escalations, financial penalties, and the superseding of our board's authority on a number of different fronts to effectively enable, what we see as, a hostile takeover of our school.

Let me recount the chain of events that have taken place over the last several months to ensure that both the District Board and the CAA Board are on the same page.

August/September 2019

CAA's Board has questions regarding the use of state-allocated funds by AA. CAA's Board requests an itemized accounting of the 85% of funds that the contract with AA denotes. CAA's request is refused by AA.

October 2019

AA announces to CAA's Board that it will be exercising its 180-day termination clause of its contract with CAA. CAA's Board accepts the termination decision by AA.

October 31, 2019

CAA receives a notification from the president of Trident Technical College that, unless safety issues stemming from CAA students can be addressed, TTC will terminate its lease agreement with CAA for classroom space. Subsequently, the CAA Board is made aware of more than two dozen safety violations that had previously gone unreported to the Board by either head of school Ms. Erin Franey or AA. Recognizing student and staff safety as a paramount issue in our school, the CAA Board exercised our statutory and contractual right to terminate our management agreement with AA for failure to notify the Board of the safety issues.

November 4, 2019

AA files for arbitration for the recovery of funds and damages from CAA.

November 6, 2019

The CAA Board voted to retain the services of Dr. Robert Bohnstengel as school principal and Chief Administrative Officer.

November 12, 2019

Ms. Erin Franey was told, in writing by Dr. Bohnstengel, to remain on campus in Charleston, SC on November 14, 2019 to manage the school.

November 14, 2019

CAA comes before the District Board to request a change in our charter to remove AA. That request was denied and the following motion made and approved:

"Deny amendment and to maintain status quo until the school presents a plan showing ability to immediately implement all activities in the charter with SCPCSD contract and EMO contract."

Ms. Franey disregards written instruction to remain on campus and attends the District Board meeting in Columbia, SC.

November 15, 2019

Ms. Erin Franey was let go by CAA Principal Robert Bohnstengel for failing to remain at the CAA campus on November 14 as she was directed in writing to do.

Following Ms. Franey's termination, District Legal Counsel Erik Norton, in an email to CAA Legal Counsel John Reagan states:

"From a legal perspective, I see less and less reason to advise my client to tolerate any more brazen disregard for the District's policies and procedures by your client. At minimum, it seriously undermines your client's credibility when they complain about the actions of others.

"I'm glad to discuss this further if you think it will help, but in the end your client just needs to follow the rules."

November 21, 2019

The motion and decision of the District Board was reiterated by Superintendent Smalley in a letter that stated:

"No changes to the CAA education programming or day-to-day operations may be made, either in content or implementation, without prior approval in writing from the SCPCSD staff. Any changes made after Thursday, November 14, 2019 must be rescinded and the status quo as of Thursday, November 14, 2019 restored."

The key phrase upon which our Board had operated to this point was the clearly stated phrasing and direction of the District Board which stated:

"the status quo as of Thursday, November 14, 2019 restored."

As of November 14, 2019...

- AA had already announced its decision to exercise the 180-day clause in terminating its contract with CAA.
- The CAA Board had accepted the AA decision.
- Trident Technical College had issued a warning for CAA to address safety concerns or its lease would be terminated.
- The CAA Board learned of more than two dozen previously-unreported safety violations that Ms. Erin Franey had been made aware of but of which she had not notified the Board.
- Ms. Franey was told, in writing by Dr. Bohnstengel, to remain on campus on November 14, 2019.

It is upon the basis of these events that CAA was attempting, as Mr. Norton phrased it, to "follow the rules."

Truth be told, had your staff or legal counsel, as representatives of our authorizer and LEA, demonstrated the simple courtesy of picking up the phone, calling us, discussing with us situations that had arisen, and willingly provided CAA and our Board with the support we needed to exercise the duties and responsibilities we have under our District-approved charter, this process would have been much smoother, much less costly, and much less impactful on the staff and students of the school.

Instead, it has been one escalation after another. Since November 14, 2019, we have only received one call from the District and that was from District Chief of Staff Taylor Fulcher notifying us that she was

going to be on campus Monday, November 25, 2019 — the same day that AA owners came to our campus in Charleston and began to overstep their then-terminated contractual relationship and duties with us.

As I have stated previously in my letter to Chairman Payne on December 6, 2019 (see attached), due to AA's lack of accountability to our board for the use of state-appropriated funds and due to AA-directed staff's failure to notify our board of more than two dozen safety violations at our Trident Technical College campus, our board exercised the duties granted in our charter and terminated our contract with AA in October 2019. That decision precipitated our request for amendments to our charter removing AA.

Unfortunately, in a series of letters and emails following our November 14, 2019 meeting with the District Board – communications sent not only to our Board and school leadership, but also copied *directly to our staff* from Superintendent Elliott Smalley and Chairman John Payne (see attached) – the District essentially and effectually stripped CAA's Board of our autonomy, authority, and statutory rights and responsibilities under both the Non-Profit Act and the Charter School Act, thereby giving authority and control of our school to a Chicago-based, for-profit education management company that our board terminated for cause.

This is in direct contradiction of Section 4.6(O) of our charter contract that states that while the District Board of Trustees had the right and responsibility to approve an agreement between CAA and AA, the District Board also mandated in the charter contract that the CAA Board – and only the CAA Board – have the right to terminate AA's contract due to unsatisfactory performance by AA.

This is also outlined on page 76 of CAA's charter application (and on page 25), which was approved by the District Board of Trustees and constitutes an agreement between your Board of Trustees and the CAA Board of Directors under S.C. Code Ann. Section 59-40-60(A) of the South Carolina Charter Schools Act, and it states:

*“CAA's Board of Directors will be ultimately responsible for the academic and operational performance of CAA. This responsibility will be expressed through the ability of **CAA's Board of Directors to hire, evaluate, and fire the principal of CAA.** Furthermore, **CAA's Board of Directors will be able to terminate any management agreement if the Board of Directors determines that academic or operational performance is inadequate.**”*

Superintendent Smalley's December 2, 2019 letter clearly superseded the CAA Board's clearly stated and charter-designated prerogative and contorted the chain of command when he indirectly stated to our employees (by cc'ing them on his letter):

“CAA is free to continue utilizing Bob Bohnstengel as a consultant, at its option and at its expense, but Mr. Bohnstengel may not exercise any authority over staff or students.”

Since that time, the staff has repeatedly referenced the December 2, 2019 letter as justifiable cause to disregard Dr. Bohnstengel's leadership and direction as the Chief Administrative Officer of the school. This has horrifically impacted any progress toward addressing even the most minute of issues that your legal counsel Erik Norton has brought to our attention in recent emails.

This has also thoroughly undermined our school staff's morale with the contradictory and constant interjection of Acceleration Academies' staff into day-to-day operations and the subversive guidance they have offered to our school staff.

This is also in direct contradiction to Section 4.6(A) of the charter contract between the District Board and the CAA Board that states that AA shall not "interfere with the charter school board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School."

I would like to reiterate what I and the member of CAA's Board have attempted to make clear in our previous correspondence with you. According to section 4.6(J) of the charter contract, AA is not a third-party beneficiary of the school's contract with the SCPCSD and has no right, pursuant to the charter, to be in the school. AA has no independent standing on the issues of the governance or the operation of CAA. Furthermore, AA is not an alternative operator of CAA and cannot be given the authority or control of operations of CAA over those granted to it by our Board.

In its extremely unfortunate and been detrimental to our progress toward replacing services provided by AA that your aforementioned correspondences, copied directly to our staff, have effectively enabled an out-of-state vendor to commandeer our school and operate it without CAA Board authority.

In light of new events just recently announced, it also now appears that AA has notified members of the Dorchester County Legislative Delegation that it plans on opening a fast-tracked charter school in Charleston County under your District's authorization in the Fall of 2020. Our concerns about AA's current operation within our school – under authority granted to it by District staff through sanctions not directly authorized by your public vote — is that AA will antagonistically work against the future of our school. With this newly announced plan for a competing school, AA now has a clear incentive to undermine CAA's success so that its new school, opening in the Fall of 2020, can benefit.

Our Request to the District Board

We are asking the District, first and foremost, to please work WITH us, not AGAINST us, as both our authorizer and LEA, to end this turmoil and to help our school and Board in establishing the changes needed for our proposed amended charter.

We are asking the District to recognize the unintended consequences that its communications have created that have hampered the necessary progress that must be made to ensure that ALL school operations are functioning properly under our proposed amended charter.

We are asking the District to work with CAA to craft and issue a joint statement that rescinds previous communications with CAA staff and clearly defines, in unambiguous terms, the chain of command and leadership structure of CAA in the operation and management of the school, its staff and programs.

We are asking the District to resolve this "misunderstanding," as your Board's statement of December 13, 2019 termed it, that continues to give carte blanche and preference to a AA — a Chicago-based, for-profit education management company — over the locally elected school board that the District, as our LEA, is designed to serve.

Finally, we are asking for your cooperation in implementing our strategy to replace the services provided by AA and allow CAA to operate as a fully autonomous school. We have a phenomenal staff, and we look forward to empowering them with the ability to enhance and improve our programs at CAA and do even more to serve our all-important student population.

For the Board of Charleston Advancement Academy, most sincerely,

A handwritten signature in black ink, appearing to read 'Nadine Deif', written in a cursive style.

Nadine Deif
Chair of the Board



Purpose of This Document

As CAA moves to an autonomous model of curriculum and instructional delivery, this documents outlines not only the current structures in place to provide a seamless delivery of services, but it also outlines the necessary items that must be transitioned to CAA direct control and management to ensure the proper framework from which CAA deliver its services and provide proper accounting of its services to its charter authorizer.

Phases for Transition

The CAA leadership and staff, under the guidance of the Board of Directors, will implement this strategy by identifying and carrying out various components of services in three phases:

1. Components currently in place – to be sustained and maintained during the transition
2. Components to be in place by January 30th, 2019
3. Components that will be developed and implemented within the first quarter of 2020

Mission Statement

The mission of Charleston Acceleration Academy is to provide a comprehensive education to at-risk students which leads to students' attainment of a diploma, acceptance to college or pursuit of a career, and culminates in each student having positive impact in their community.

Charleston Acceleration Academy was developed with the specific intent of reengaging at-risk students in their education. While the mission was originally developed with an emphasis on academic achievement, it has been adapted to reflect the growing roles of career and technical education as well as character education and development.

Our mission reflects the goals-oriented academic, professional preparedness, and socio-emotional curriculum that our instruction is designed to achieve.

Our Guiding Principles

Our core values for character education compliment and support our mission and vision:

- Mutual Trust
- Mutual Respect
- Compassion
- Integrity

Our fundamental guiding priorities for leadership include:

- Experienced Leadership with Proven Charter School Success to Manage School Operations
- Hiring Highly Qualified Instructional & Service Staff
- Empowering Parents Through Active Engagement
- Extending Professional Learning (through programs offered through Trident Technical College and speakers)

Methodology

CAA focuses on mastery-based learning and not seat-time-based learning. For this and our blended learning methodology, we have been awarded seat time waivers by the SC Department of Education. We use blended learning, project based learning, tutoring and small group instruction in a year-round structure and measure monthly academic progress linked both to course mastery and successful course completion.

The following methodologies are ones our staff currently use to provide measurable and attainable outcomes. These serve as the foundations for our educational program:

- Personalized & Individualized Learning through IEPs and Level of Independent and Guided Study
- Small School Size
- High Expectations to Address Achievement Barriers and Establish a Mentality of Extreme Success
- Counseling Services to Address Emotional and Social Needs
- Extended Hours to Create Flexibility and Achievability for Students Based on Their Learning Styles and Needs
- Rigorous Curriculum to Establish Foundational Skills of Personal Development
- Parental Engagement to Reinforce Learning in the Home Environment
- Year-round Calendar to Create Sustainability of Achievement in Students
- Small Group Learning & Instruction to Reinforce Curriculum through Community
- Blended Learning to Meet Various Learning Styles and Reinforce Material Retention and Mastery
- Professional & Experiential Learning through Programs at TTC and Other Extra-Curricular programs such as Outward Bound
- Mentoring through Our Exchange Clubs
- Guided Independent Study to Allow for Personal and Educational Interest and Exploration
- Flipped Classrooms for Diversity in Learning

Mentoring

A vitally important part of CAA's learning structures is our focus on mentoring. Working one-on-one with students to not only understand their current situation and conditions but also to provide them with the guidance they need toward achievable success markers makes is a primary tool for success at CAA.

Leadership

CAA has a talented and qualified staff of leaders who bring a wealth of diversity to the table.

Board of Directors

- Nadine Deif – Chair
- Traci Combs
- Kenneth Battle
- Sean Kittrell
- Vivian Pettigrew
- Elizabeth Moffly – Chair Elect
- Cameron Brown

Administration

Dr. Robert Bohnstengel

The Board of Directors on November 11, 2019 hired Dr. Robert Bohnstengel as the Chief Administration Officer of CAA. Dr. Bohnstengel has a long history of working with charter schools, helping numerous schools through growth and transition. Dr. Bohnstengel received his BA in History from The University of South Carolina, Columbia, SC, a M.Ed. and Ed.S. from The Citadel, Charleston SC, and a PhD in education administration from the University of South Carolina, Columbia, SC. Over the course of his 40-year career, he has created several award winning schools. He began his career in education as a teacher of social studies at Ridgeland High School, Ridgeland, SC. He worked for the Jasper County school system as a High School teacher, athletic coach of four sports, a district level curriculum coordinator, secondary assistant principal, and elementary school principal.

Other Resources

Traci Combs, an active CAA board member, initiated and developed our strong relationship ties with Trident Technical College. Her relationship with the school has enable us to help students in pursuit of technical education goals make the connection they need from secondary to post-secondary/job training education. TTC has actively coached our students in the dual education credits and career opportunities and training following high school.

Ms. Hamm, our newest highly experienced career coach is outstanding in bringing to our students the various career and job opportunities can undertake immediately or in the near future. She individually works with each student to determine their best options for immediate gainful career oriented employment while completing their high school diploma at CAA.

Ken Battle, a CAA board member, started the mentoring program at CAA in which our students are paired with a mentor who assists them in life crisis management and life coaching outside the classroom. They safeguarded provide tools to our students. The essential life needs of our students are best available with a mentor. We are fortunate in particular to have male mentors to assist the many fatherless young male students at our our school and the students who are young parents themselves. They learn the life skills we may not always have the time or opportunity to teach on campus.

John Lackey was hired as security officer but was given the title of ‘engagement coach’ to soften the image of authority. Dr. Bohnstengel developed a plan for him and included him in the discussions with TTC on the implementation of CAA’s new safety plan. He was also given the autonomy over determining the best methods of having the students move from TTC public areas to either the classroom or off campus locations.

Staff

Our full-time and part-time staff are trained and ready to implement the mission of the school. We will add new positions or reclassify existing one positions in the next year to increase capacity as needed (examples could be security, learning supports/interventions, SPED services, technology).

We have a variety of personnel:

- Certified teachers
- Content coaches (aka uncertified teachers)
- Special education teachers (2)
- Student Advocates (paraprofessionals)
- Career coaches
- Life Coaches (social workers, psych)
- Engagement coaches (aka security)

Content coaches monitor overall case loads. There are 75-125 students per content coach and this needs to be cut in half so that we have one content coach per 40 students max.

Learning

We use mastery-based learning and not seat-time-based learning. For this and our blended learning methodology, we have been awarded seat time waivers by the SC Department of Education. We measure monthly academic progress linked to the mastery of a course and its successful completion through blended learning, project-based learning, tutoring and small group Instruction in a year-round structure.

Our fundamental guiding priorities for learning that are measurable and attainable include:

- Small School Size
- Small Group Learning
- Rigorous Curriculum

- Personalization & Individualized Learning
- Blended Learning
- Guided Independent Study
- Flexible Student Schedule
- High Expectations
- Extreme Success

Educational Software

Clever is a student portal to courses and data access on educational software used in our school, including but not limited to:

- Edgenuity
- Naviance
- Powerschool
- Atlas
- NWEA MAP

Licenses were purchased for CAA by AA and need to be transferred to CAA and administrative access granted to CAA on all educational software.

Orientation

Our orientation program and materials are in place and coordinated to ensure student preparedness. This is an opportunity to share goals and expectations with incoming students and prepare them for CAA's style and modes of learning. Orientation lasts 3-5 hours and occurs on campus.

Often, students transitioning from a traditional brick and mortar public school to a blended learning virtual learning school encounter certain hurdles. CAA's program structure gives students a greater sense of autonomy and independence, and with so many students coming from traditional learning instruction to a mixed method, part-time approach we utilize our 3-5 hour Day One Orientation as an opportunity to share goals and our 'rules' (aka expectations, such as no cursing, respect for all, no touching, and to leave the anger outside) so that students know that they are safe inside the building with the staff.

We use videos and other materials in a *small circle environment* to allow students to interact with several of the student advocates and life coaches.

In the first week, Career and Life Coaches are evaluating transcripts and monitoring progress. These teams also sit with students to map out individualized learning plans and their projected graduation date. Our objective is to keep a student in his/her cohort year to graduate.

We also will establish a call-in app (like Ring Central) as our way of communicating with all our students and parents via text or calls.

Resource Capacity

Our fundamental guiding priorities for resource capacity that are measurable and attainable include:

- Flipped Classrooms
- Experiential Learning (Extra-curricular programs such as Outward Bound)
- Extended Hours
- Year-round Calendar
- Emotional and Social Support
- Communities & Mentoring
- Exchange Club

Safety

The new safety plan has allowed us to establish better atmosphere and culture at the school, and safety has dramatically changed for the better. It is not acceptable to permit any wrongdoing in the classroom or on TTC grounds. The staff have appreciated the safer environment and students themselves are undertaking this as the new norm. Safety and welfare are not exogenous to student enrollment and attendance.

Marketing & Outreach

Reaching out to our target community is done through several means.

Relationships with Local School Districts

Tom Ducker, a retired board member, helped establish the two Memorandum of Agreements with Berkeley County School District and Dorchester County School District. These agreements continue to generate a pool of at-risk students to whom we we market. Charleston County School District also provides directory information of drop outs to CAA for potential recruitment. All these agreements established by the CAA board include FERPA protections.

Dr. Bob Bohnstengel will take the lead in continuing the great collaborative relationship with these three school districts and their superintendents.

Door-to Door

We have two purchased services professionals who do door-to-door canvassing for new students. These recruiters and retention coaches work from the list of potential students provided through our relationships with area school districts, as well as referrals that will come in from social media and our website.

Marketing Strategy

We have developed a relationships with an area advertising firm to provide comprehensive marketing and public relations services to include branding, social media, print, radio and events. Building upon our current social media platforms (which will need to be reassigned to CAA from AA), we will reestablish regular outreach through Facebook, Instagram, Google Ads, YouTube and SnapChat. Previously, CAA received \$24,625 from federal P&I grant funds on these outreach methods.

We need assistance from the SCPCSD in getting accessing to our previous website and all our social media accounts.

Resources

Data management is housed via Powerschool. Once we have access to the master administrative login information, Dr. Bohnstengel will work with a trained Powerschool analyst to audit of the data records and establish protocols for managing and maintaining current and future student data.

Any student that inquires in person or applies to the school is given a Clever login username and password. This allows us to track and communicate with the applicant. We will continue to utilize this system.

For Students

Our process for student application, enrollment, orientation and education includes:

- Application/Interest – A Clever login number is given and for them to prepare for orientation.
- Orientation – This is to align the students with the new blended learning program, the independent learning, the 12 hour on site and 12 hours off site is explained and the virtual Edgenuity curriculum is introduced to explain the difference between an 8 hour typical school day they came from to the part time school strategy we offer.
- Tier System – A discussion of our 4 tier system is used to determine, based on the acquired credits in his or her report, the tier that best suits the student.
- Education schedule planning and graduation expectancy – We show them what pace and courses are needed if they were to add 8 hours a week, 20 hours, etc. to reflect the flexibility and rigor of the Edgenuity program
- A psychological assessment is completed by guidance personnel
- Emotional and physical needs determined by or social workers, career coaches and life coaches, and student advocates

- A life coach determines their physical needs and home situation
- What outside organizations and services can be contacted to assist the family and student
- CAA established a mentoring program via our board member Ken Battle and the exchange club- offering leadership and moral support to the students
- CAA will determine from student data transferred and from initial enrollment application whether student has an INDIVIDUALIZED EDUCATIONAL PLAN (IEP), 504 PLAN, OTHER SPECIAL NEEDS- INDIVIDUAL EDUCATION PLAN - IS ESTABLISHED WIT THE STUDENT- RECORDS ARE CARRIED OVER from the previous school if applicable for student REGISTRATION, which is ongoing at both campuses.
- Phone system in place to follow up with wake up and reminder calls to come in to school or submit work online- **time online** is logged in Edgenuity and linked to Atlas for total assessment of the student's achievement and academic progress- Atlas is used for this in conjunction with the data in Edgenuity but **real time** is also tracked with Atlas. Attendance and other vital info is then transferred to Power school from Atlas to meet state requirements
- Use the **Four Tier** placement system. Tier 1 for students with limited credits achieved (equivalent to grade 9) Tiers 2 & 3 demonstrate the level of credit achievement as mid range (equivalent to grades 10-11) and Tier 4 is the group of students on the potential graduation list (equivalent to grade 12). To minimize the effects of age and grade correlation, we have this four tier system to assist in comping a time line for graduation. This is reviewed in Atlas on a monthly basis to ensure the target course completions are met and the next ones on the list are started and going well with regards to content and difficulty. This is where age and aging out at 21 becomes critical in assessing the timeline for the student and the tier level. Extra coaching - life and content are provided to accelerate the course contents.
- Initially AA only allowed students to progress one course completion at a time. This was to minimize confusion and to not academically stress and overwhelm the student. However at CAA, our board and staff realized that this was a hinderance to completing courses in an effective timeframe. Many students become discouraged and left and others aged out. Staff recommend and began the process of allowing students to work on two courses at the same time and even three, if the student demonstrated competency and ability to focus and timeline - self manage the workload of multiple courses. This also allowed the single math teacher to not have a permanent line up of students at both sites. While they are waiting of the math teacher, they can access the expertise and help of the ELA, History, Spanish, and other content coaches in the room.

Student Assessments

- MAP Testing
- Within the system and within the courses, lessons each have a quiz and then a unit test. Students must take the unit test on site. It is added to their assessment in Atlas. To ensure state standards and testing protocols are in place, CAA uses NWEA MAP, where students are tiered

based on the number of credits needed and then earned. MAP is used for certain students in some tiers.

- MAP is used for students with significant gaps or poor academic performance. It helps us precisely understand the student's deficit areas. It is a detailed assessment tool as much as a State standardized test.
- ACT prep and CTE courses – Both ACT prep and CTE courses are used. We offer two platforms for test prep: Edgenuity (through its end of course assessment) and the other with ACT and SAT prep as they also offer end of course assessments. This is part of the Naviance platform which provides career and college exploration and planning.

Experiential Learning

We plan to incorporate experiential learning, which, while included in the current charter, was not implemented by AA. We have added Outward Bound student development courses to our P&I grant application and hope this will be possible in the near future. We are also already providing an onsite 'career fair' at TTC and the various speakers that have come to the school at least once a month.

Barriers to Learning to Consider and Resolve

We often have non-academic factors that play into barriers to student success. Students do self-assessments and this information is used to determine risks for each student in achieving graduation. We will have a task force of external educators, current parents, students and staff to review the learning supports for academic and non-academic factors and will develop and implement a much needed MTSS (Multi Tiered System of Supports) program for students within the first quarter of the year (or some other time frame that you feel appropriate).

Facilities

AA model is 4 classrooms per site in order to maintain control and flow of students to teacher/staff ratio. This is still ideal but at TTC we have added two more to have a total of 4 +1 rooms. It is important to control the flow and students in and out.

Generally no more than 75-100 students are on site at the same time.. They usually check in with their advocates first.

Next Steps

For AA and SCPCSD

The following are needs CAA has from AA and SCPCSD in order to complete this transition.

- All employee records and files (past and current) including sled checks and verifications, resumes , evaluations, communications , etc....

- All student records within ATLAS , Powerschool, Edgenuity, Naviance, and any other known or softwares. This includes all communications, course content, data, external and internal intra school and staff notes and memos- tags communications with parents and student and other student resources
 - Master login codes to all programs and softwares internally and externally with vendors and contractors.
 - All contact information with vendors of these licenses and softwares/programs
- An inventory of all tangible and non tangible assets and compare it to the same list taken in fall of 2018.
- Keys, lanyards, and codes to systems, doors, vendor list, vendor contracts, invoices paid to vendors,.
- Control of website and remove link to AA.
- Remove call center number and establish the system of calling students to an assigned life or career coach to take on personally.
- Transfer of all accounts for services from AA to CAA (i.e. Comcast)

For CAA

Our next steps also include:

- Remove AA confusing and proprietary titles such as graduation candidates - they are students. The teachers are teachers, coaches are life coaches (aka as psychologists, social workers, guidance counselors). Content coaches are non certified teachers that can assist students with curriculum and courses. Graduation candidate Advocates are student advocates now. Engagement coaches are still engagement coaches for now and multi task with all the other jobs on campus. Special education teachers are still special ed teachers.
- Issue hall passes when students leave the classrooms to avoid loitering on TTC property. (a major case of incidents at TTC and our lease cancelation notice)
- We have assumed as of October 1st, 2019 all payroll activities and now use an external vendor Prestige Solutions for all back office tasks including payroll , AP, AR, and budgets.
- Management is now a principal and plans to engage and assistant principal. They both report to the board and teachers and staff report to the principal.
- Remove all AA signage that was purchased with grant funds and replace with other CAA (Charleston Advancement Academy) signs. Will ask staff and student input for this
- Implement a Purchase Order system to ensure it matches the budget, which will be amended in 2020 to the needs of the staff and students
- Transfer van and driver insurance to CAA
- Transfer benefits and retirement packages. Contract with Blue cross blue shields of SC via an agent and match benefit deductions and copays as well as reimbursements
- Board approval of staff bonuses
- Purchase additional furniture (from Global Seating USA) to complete the empty classrooms at TTC from same vendor as AA - keeping the casual 'starbucks' feel and decor
- After inventory, possibly purchase additional chrome books for increased enrollment
- New: Incorporate health and wellness classes, excursions/trips with Outward Bound, therapy dogs once a month (a service) , and more interesting speakers engaged

- Continue the emotional support provided by Jeff Good 's circle time- our 1099 contractor. As we bought a Phillips Heart Start AED , an atrial external defibrillator, we should have a second one at the other site
- Comparative examination of STAR and Achieve 3000 as assessment tools vs. the system in place
- Possibly engage the services of **"School Works "** for comprehensive assessment and quality review of the school. They 'design and implement review protocols that guide the gathering, analysis and reporting of evidence for the necessary oversight of schools.'
- Provide power school training to all content related staff during next professional development days . Everyone should be able to have a powerschool login and capacity to use powerschool.
- Assign Board members to conduct monthly visits to the classrooms
- Invite teachers and staff to the monthly board meetings and encourage parents and students to attend as well
- Select two employees to speak on behalf of the entire staff to the board at the monthly board meetings
- Continue using the emotional support program from Washington State
- Continue the year round calendar with a few minor changes in July 2020
- Re-evaluate the salaried vs. hourly staffing and the AA (unapproved by CAA) PTO
- Incentives to Improve Student Performance

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT

Charleston Advancement Academy High School,	)	
	)	
Plaintiff,	)	C.A. No. 2019-CP-10-06592
	)	

vs.	)	PLAINTIFF'S AMENDED MOTION FOR
	)	TEMPORARY RESTRAINING ORDER
South Carolina Public Charter School District,	)	AND PRELIMINARY INJUNCTION
	)	
Defendant.	)	

Please take notice that Plaintiff, Charleston Advancement Academy High School (“CAA” or the “School”) f/k/a Charleston Acceleration Academy, will move this Honorable Court, as soon as the parties may be heard, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure for a temporary restraining order (“TRO”) and preliminary injunction enjoining Defendant South Carolina Public Charter School District (“SCPCSD”), from acting in a manner that is inconsistent with (1) the South Carolina Charter Schools Act of 1996, as amended (“the Act”), (2) the South Carolina Nonprofit Act of 1994, as amended (“the Nonprofit Act”), (3) CAA’s charter application, which constitutes an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act, and (4) the charter contract between CAA and the SCPCSD executed on or around April 11, 2018.

As grounds for this Motion, the Plaintiff would show the Court that:

1. “The granting of temporary injunctive relief is within the sound discretion of the trial court and will not be overturned absent an abuse of that discretion.” *City of Columbia v. Pic-A-Flick Video, Inc.*, 340 S.C. 278, 282, 531 S.E.2d 518, 520 (2000). “[T]he sole purpose of a temporary injunction is to preserve the status quo, and thus avoid possible irreparable injury to [a party] pending litigation.” *Powell v. Immanuel Baptist Church*, 261 S.C. 219, 221, 199 S.E.2d

60, 61 (1973). “[A] temporary injunction is [used] to preserve the subject of controversy in the condition which it is at the time of the Order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation.” *Cty. of Richland v. Simpkins*, 348 S.C. 664, 671, 560 S.E.2d 902, 905 (Ct. App. 2002) (brackets and ellipses in original).

2. To obtain a TRO or temporary injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and an inadequate remedy at law. *Id.* at 669, 560 S.E.2d at 904. Further, “[t]he decision to issue injunctive relief must be based upon a balancing of the equities.” *Smith v. Phillips*, 318 S.C. 453, 456, 458 S.E.2d 427, 429 (1995).

3. CAA can demonstrate that it will suffer irreparable harm if this Court does not enjoin the SCPCSD from acting in a manner that is inconsistent with (1) the Act, (2) the Nonprofit Act, (3) its duties and obligations under CAA’s charter application, which constitutes an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act, and (4) the charter contract executed on or around April 11, 2018.

The SCPCSD withheld CAA’s state and federal funding in November 2019 and December 2019 in direct violation S.C. Code Ann. § 59-40-55(C) and § 59-40-140(D). Although the SCPCSD eventually released CAA’s funding for November 2019 and December 2019, the SCPCSD continues to take the position that it has the authority to withhold CAA’s monthly funding as the SCPCSD deems appropriate as a sanction short of revocation. CAA relies on state and federal funding to compensate its employees, pay for contracted services, including legal services, and cover operating expenses. If the SCPCSD withholds CAA’s monthly funding moving forward, CAA will be unable to operate or protect its statutory and contractual rights, which would irreparably harm CAA.

Additionally, CAA has been and will continue to be irreparably harmed if the CAA Board is not allowed to exercise its authority over CAA’s contracts, employees, and property pursuant to the Act, the Nonprofit Act, and its charter application and contract. After the CAA Board voted

unanimously to immediately terminate its contract with a service provider, Acceleration Academies (“AA”), for just cause based on student welfare and safety concerns and violations, as permitted in the contract between CAA and AA and as permitted in CAA’s charter with the SCPCSD, CAA immediately took steps to replace the services that AA previously provided. However, the SCPCSD has continued to mandate that AA continue providing services at CAA’s campus. As a result of the SCPCSD’s failure to recognize CAA’s statutory and contractual authority to enter into and terminate contracts, disputes are occurring daily due to disruptive actions by AA which have interfered with CAA’s educational program and operations.

Moreover, in an arbitration proceeding between CAA and AA, the out-of-state arbitrator has relied on the letters from the SCPCSD to CAA, which purported to strip away the CAA Board’s authority to govern and administer its school, to issue injunctive relief against CAA. The arbitrator’s order repeats the SCPCSD’s “status quo” language, requires CAA to continue working with AA and Ms. Franey, and requires CAA Board Members to provide 24 hours’ notice to AA before visiting CAA’s school sites. In effect, the SCPCSD, through its own actions and through the actions of the out-of-state arbitrator relying on the SCPCSD’s letters, has taken away the CAA Board’s authority under the Act, the Nonprofit Act, and its Charter to govern and manage CAA and given control of CAA to itself and a Chicago-based for-profit contractor.

The CAA Board hired Dr. Robert E. Bohnstengel, an experienced and talented charter school administrator, as CAA’s new Principal. Dr. Bohnstengel terminated CAA’s former Director, Erin Franey, for multiple instances of insubordination and for failure to report student safety concerns. Thereafter, the SCPCSD instructed CAA to reinstate Ms. Franey. When CAA refused to do so, AA hired Ms. Franey and placed her back in the School, which resulted in an enormous disruption to the day-to-day functions of the School and continues to jeopardize CAA’s ability to fulfill its educational mission.

Lastly, AA is now seeking to establish a new competing charter school in the same market

under the sponsorship of the SCPCSD, thus giving AA a clear incentive to sabotage CAA's school and recruit CAA's directors, teachers, and students away from CAA to AA's new competing school. Without injunctive relief enjoining the SCPCSD from acting in a manner that is inconsistent with the Act, the Nonprofit Act, and the charter agreement and contract between CAA and the SCPCSD,, CAA cannot manage its contracts, employees, and property as needed during the transition away from AA's services, which will continue to harm CAA and its students.

Conversely, the SCPCSD will suffer little or no harm if a preliminary injunction is issued. An injunction will not interfere with the day-to-day, normal operations of the SCPCSD, which is a charter school sponsor, as opposed to a charter school, pursuant to the Act. Rather, the SCPCSD will have the opportunity to operate as required under the Act and as agreed upon in the charter application and contract.

4. CAA can establish a likelihood of success on the merits of their claims as set forth in the Amended Complaint, which is filed contemporaneously and incorporated herein by reference, for the reasons stated in the Amended Complaint and pursuant to the authorities cited therein. The SCPCSD approved CAA's charter application on May 20, 2017, which constitutes an agreement between CAA and the SCPCSD and the parties entered a valid and binding charter contract on or around April 11, 2018. Together, the charter application and charter contract, along with the Act and the Nonprofit Act, define the roles and responsibilities of CAA and the SCPCSD as the School's sponsor and Local Education Agency.

CAA is likely to succeed in its breach of contract claim against the SCPCSD because the SCPCSD's actions represent a clear and material breach of the provisions contained in the charter application and charter contract for the reasons stated in the Complaint. As an initial matter, Section 3.1(A) of the charter contract states that the SCPCSD shall act in accordance with S.C. Code Ann. § 59-40-55. Section 59-40-55(C) of the South Carolina Code states, "The [SCPCSD] may retain no more than two percent of the total state appropriations for each charter school it

authorizes” The SCPCSD failed to timely distribute state and federal funding to the School in November and December 2019. The SCPCSD withholding CAA’s funding represents a material breach of the charter contract and is in direct violation of § 59-40-55(C) and § 59-40-140(D) of the Act.

Further, the SCPCSD is in breach of its charter agreement and contract with CAA by removing CAA’s authority over its own employees, contracts, and property. Section 4.6(O) of the charter contract grants CAA the right to terminate its contract with AA due to unsatisfactory performance. Section 4.6(O) also provides that notice of termination is unnecessary where the health and safety of students is a concern. Further, CAA’s charter application states that the CAA Board “will be able to terminate the management agreement with AA if the Board determines that academic or operations performance is inadequate.” In October 2019, AA gave 180-day-notice to the School that it would terminate its management contract. Thereafter, the CAA Board voted on October 31, 2019, to immediately terminate CAA’s management contract with AA after becoming aware of numerous student safety issues that were neither addressed by AA nor reported to the CAA Board. Although CAA acted within its contractually defined rights to terminate CAA’s contract with AA, the SCPCSD is mandating that AA continue operating at CAA. The SCPCSD is also mandating that CAA obtain the SCPCSD’s prior written approval to make any changes to the previously-terminated contract between CAA and AA. CAA can successfully show that SCPCSD’s attempt to force CAA to honor a contract that the CAA’s Board had every right to terminate, as stated in the Act, the Nonprofit Act, the charter contract and the charter application, is a material breach of the parties’ agreement.

Additionally, CAA’s charter application provides that the CAA Board has the ability to “hire, evaluate, and fire the principal of CAA.” Further, Section 59-40-50(B)(6) of the South Carolina Code, incorporated into the charter contract by reference in Section 3.2, grants the School the ability to hire “in its discretion, administrative staff, including a school leader” On

November 6, 2019, the School's Board voted to hire a new school principal, Dr. Robert E. Bohnstengel. Subsequently, CAA fired the existing director for failure to address two dozen student safety concerns and multiple incidences of insubordination. CAA can successfully show that the SCPCSD has no authority to make employment decisions for CAA and that doing so is a material breach of the contract between the parties.

CAA can also show that it has a leasehold interest in its property, which was given to CAA by Trident Technical College, and that the SCPCSD has no interest in CAA's property. Nonetheless, the SCPCSD has stated that AA and Ms. Franey are entitled to appear on CAA's property against CAA's wishes. When CAA attempted to have disruptive representatives of AA removed from its property by law enforcement, the SCPCSD interfered and prevented CAA from exercising control over its own property.

Finally, CAA can successfully show that the SCPCSD denied its right to due process as guaranteed by Article I, § 22 of the Constitution of South Carolina because SCPCSD denied CAA notice and the opportunity to be heard before issuing unlawful sanctions, and further, the decision to impose sanctions was not issued by a fair and impartial adjudicator. In gathering information, the SCPCSD received *ex parte* information from AA against CAA, which the SCPCSD considered in its decision to impose sanctions on CAA. The SCPCSD did not provide CAA the opportunity to contest the sanctions through a formal hearing before the SCPCSD Board of Directors. Moreover, the SCPCSD Superintendent and the SCPCSD Board Chair, both participated in gathering facts about the School's actions and deciding to impose sanctions short of revocation on the School, in direct contravention of Article I, § 22. As a result, CAA can successfully show that it has been denied due process as guaranteed by the Constitution of South Carolina.

5. CAA has no adequate remedy at law to make it whole if the SCPCSD is not enjoined from acting in a manner that violates the Act and Nonprofit Act and breaches its contractual duties and obligations under CAA's charter application and contract. The parties'

positions will not be maintained in the absence of immediate relief should the SCPCSD continue to substitute itself, a charter school sponsor, and AA, a Chicago-based for-profit contractor whose contract with CAA was terminated pursuant to its terms, as the entities responsible for governing and administering operations at CAA, while simultaneously removing the statutory and contractual authority of the CAA Board of Directors to govern and control CAA's own contracts, employees, property, and federal and state funding. *See Cty. of Richland v. Simpkins*, 348 S.C. 664, 666, 560 S.E.2d 902, 903 (Ct. App. 2002) ("Closing Mr. Lucky's without first adjudicating the merits of the citations would not preserve the parties' positions pending the final hearing on the underlying merits of the actions."). Absent an immediate temporary restraining order and preliminary injunction to maintain the *status quo* that the CAA Board of Directors has the statutory and contractual authority to govern and control its own contracts, employees, property and to receive its federal and state funding, until a decision on the merits of the underlying case can be reached, the School has no available immediate legal remedy from which it can be made whole as a result of the SCPCSD's breaches of contract.

6. Further, the status quo can be best achieved by allowing CAA to maintain its authority to govern and administer the school consistent with state law and its charter without undue interference and disruption from the SCPCSD, as its sponsor, or AA, as a Chicago-based for-profit contractor.

For all of the foregoing reasons, CAA is entitled to the injunctive relief sought in this Motion and any other further legal or equitable relief the Court deems just and proper. In support of this Motion, CAA relies on the Complaint in this matter and the attachments thereto, along with a memorandum of law, the cases and statutes cited therein, and this Motion.

Respectfully submitted,

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January 23, 2020

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT

Charleston Advancement Academy High School,	)	
	)	
Plaintiff,	)	C.A. No. 2019-CP-10-06592
	)	
vs.	)	PLAINTIFF'S MEMORANDUM OF LAW
	)	IN SUPPORT OF ITS AMENDED
South Carolina Public Charter School District	)	MOTION FOR TEMPORARY
	)	RESTRAINING ORDER AND
	)	PRELIMINARY INJUNCTION
Defendant.	)	

In support of its Amended Motion for Temporary Restraining Order and Preliminary Injunction, Plaintiff relies on the Amended Complaint in this matter and the attachments thereto, along with the cases and statutes cited therein and this supporting Memorandum of Law.

I. INTRODUCTION

Charleston Advancement Academy High School ("CAA"), a South Carolina public charter school and nonprofit corporation, filed this Motion seeking a Temporary Restraining Order and Preliminary Injunction against the South Carolina Public Charter School District ("SCPCSD"), its sponsor and Local Education Agency, for attempting to usurp CAA's statutory and contractual authority to govern the school. Per CAA's charter application and its charter contract with the SCPCSD, CAA entered into a contract with Acceleration Academies, LLC ("AA"), a Chicago-based educational management organization, to provide CAA with certain educational and operational services. When CAA learned that AA failed to appropriately address two dozen safety violations, CAA's Board of Directors ("CAA Board") unanimously voted to immediately terminate its contract with CAA for cause pursuant to the terms of CAA's charter contract. Subsequently, CAA submitted a Charter Amendment Request to the SCPCSD Board of Trustees to remove AA from its charter. Not only did the SCPCSD deny this request, but the SCPCSD

Superintendent and SCPCSD Board Chair imposed sanctions on CAA that (1) purported to strip the CAA Board and Principal of their statutory and contractual authority to enter into contracts and make employment decisions for the school; (2) forced CAA to continue allowing AA to enter the CAA campus and operate the school against the unanimous decision of the CAA Board; and (3) withheld the proportional share of state and federal funding owed to CAA. After failed attempts to seek relief from the SCPCSD Board of Trustees, CAA filed its Complaint in this matter against the SCPCSD contemporaneously with its Motion for Temporary Restraining Order and Preliminary Injunction on December 20, 2019. CAA filed an Amended Complaint and Amended Motion for Temporary Restraining Order and Preliminary Injunction on January 23, 2020. For the reasons set forth below, CAA respectfully requests this Honorable Court to grant its Motion for injunctive relief and declare CAA's rights and responsibilities as a South Carolina public charter school.

II. STATEMENT OF FACTS

CAA is a public charter school and a nonprofit corporation organized under the South Carolina Charter Schools Act of 1996 (the "Act") and the South Carolina Nonprofit Corporation Act (the "Nonprofit Act"), which is governed by an independent and autonomous Board of Directors. (Am. Compl. ¶¶ 1, 4.) CAA aims to provide a comprehensive high school education to at-risk students so that each student may attain a high school diploma and pursue a college education or career while making a positive impact in his or her community. (Am. Compl. ¶ 5.) CAA believes that all students, regardless of past academic performance or personal obstacles are capable of graduating from high school so that they may succeed in the job market or in post-secondary education. (Am. Compl. ¶ 1.)

In May 2017, the SCPCSD approved CAA's charter application pursuant to the Act, which constituted an agreement between CAA and the SCPCSD under Section 59-40-60(A) of the Act. (Am. Compl. Ex. A CAA Charter Application.) Subsequently, CAA and the SCPCSD entered

into a charter contract on or around April 11, 2018, which defined the rights and responsibilities of the school and the SCPCSD. (Am. Compl. Ex. A Charter School Contract.)

CAA also entered into an agreement with Acceleration Academies, LLC (“AA”), in April 2018, in which AA agreed to provide certain educational and operational services to CAA, including developing and implementing a security plan to ensure the safety of all students and personnel. (Am. Compl. ¶ 9.) The agreement between CAA and AA stated that “[i]n the event that a danger to student health, safety, or welfare exists, *at the sole discretion of [CAA], this Agreement may be terminated immediately.*” (Am. Compl. ¶ 9 (emphasis added).)

In or around October 2019, CAA’s Board learned that AA failed to appropriately address and disclose to the CAA Board two dozen safety violations on CAA’s campus, which CAA leased from Trident Technical College. (Am. Compl. ¶ 10.) CAA’s Board was extremely upset to learn about these safety violations, which led to AA preemptively giving 180-day notice of termination of its contract with CAA. (Am. Compl. ¶ 11.) As a result of AA’s failure to appropriately address these safety violations, CAA received a letter from the President of Trident Technical College, CAA’s landlord, notifying CAA that if the safety issues were not corrected within two months, CAA’s lease would be terminated. (Am. Compl. Ex. B Letter from Mary Thornley dated October 30, 2019.) If CAA’s lease with Trident Technical College was terminated mid-year, CAA would likely be forced to close. (Am. Compl. ¶ 13.) With these issues in mind, CAA’s Board met on October 31, 2019, and unanimously voted to accept the termination submitted by AA and to immediately terminate CAA’s contract with AA for just cause based on student welfare and safety concerns pursuant to Section 4.6(O) of its charter contract. (Am. Compl. ¶ 14.)

Immediately thereafter, CAA began developing a plan to replace the services provided by AA with the goal of minimizing disruption to students. (Am. Compl. ¶ 16.) For instance, CAA retained Dr. Robert E. Bohnstengel, an experienced South Carolina charter school leader, as its Principal. (Am. Compl. ¶ 17.) Additionally, CAA had recently hired a well-established charter

school financial services provider, Prestige School Solutions (“Prestige”), to provide financial management services to the CAA Board. (Am. Compl. ¶ 17.) On November 11, 2019, CAA submitted a Charter Amendment Request to the SCPCSD removing AA from CAA’s Charter. (Am. Compl. ¶ 17.)

On November 14, 2019, CAA presented the proposed Charter Amendment Request to the SCPCSD Board of Trustees and outlined the steps the CAA Board had taken to replace the services previously provided by AA. (Am. Compl. ¶ 18.) Several representatives from AA also attended the meeting. (Am. Compl. ¶ 19.) CAA’s then-Director disregarded a directive from Dr. Bohnstengel and abandoned CAA’s campus during the school day to attend the SCPCSD meeting. (Am. Compl. ¶ 19.) The SCPCSD Board gave AA and CAA’s then-director an opportunity to present statements, and both AA and CAA’s then-director made derogatory statements about the CAA Board and its decision to immediately terminate the agreement between AA and CAA. (Am. Compl. ¶ 19.) At the conclusion of the presentations, the SCPCSD Board voted to “[d]eny amendment and to maintain status quo until CAA presents a plan showing [its] ability to immediately implement all activities in the charter with SCPCSD contract and EMO.” (Am. Compl. ¶ 20.) Specifically, the SCPCSD Board demanded that AA continue operating at CAA despite the CAA Board’s vote to terminate its contractual agreement with AA immediately for safety reasons. (Am. Compl. ¶ 20.)

The following day, Dr. Bohnstengel terminated CAA’s then-Director for insubordination and for failing to report student safety and welfare concerns. (Am. Compl. ¶ 21; Bohnstengel Aff. ¶ 5.) AA has since employed or otherwise retained the services of CAA’s former Director and assigned her to work at CAA. (Am. Compl. ¶ 24.)

CAA’s Board began receiving threatening letters from the SCPCSD Superintendent and SCPCSD Board Chair almost immediately following its decision to terminate AA’s contract and CAA’s former Director’s employment. (Am. Compl. ¶ 25.) Specifically, CAA received three

perplexing letters from the SCPCSD Superintendent and the SCPCSD Board Chair between November 21, 2019, and December 5, 2019, attempting to impose sanctions short of revocation on CAA. (Am. Compl. ¶ 26.) Notably, the sanctions included the SCPCSD (a) withholding CAA's state and federal funding, (b) restricting CAA's ability to spend funds, (c) managing CAA's contract with AA, (d) having authority over and controlling the day-to-day operations of CAA, (e) having final authority over all employment and personnel matters at CAA, (f) reinstating CAA's former Director and requiring CAA to pay her pursuant to the previously-terminated contract between CAA and AA, (g) mandating AA's ability to be on CAA's property against CAA's wishes, and (h) additional measures which effectively stripped the CAA Board and Principal of their authority to govern and administer CAA consistent with state law and CAA's charter with the SCPCSD. (Am. Compl. ¶ 26.)

CAA responded to these letters by letter dated December 6, 2019, in which it stated its confusion over the SCPCSD's actions and requested a special-called meeting to discuss the governance and operations of CAA moving forward. (Am. Compl. ¶ 28.) The SCPCSD held a special-called meeting at CAA's request on December 13, 2019. (Am. Compl. ¶ 29.) At the meeting, the CAA Board requested the SCPCSD Board to support the CAA Board's authority to exercise its statutory, contractual, and fiduciary responsibilities to govern the operation of CAA, avoid substantial disruption, ensure the safety and welfare of CAA's at risk student population, and comply with the State of South Carolina's Safe Schools Climate Act. (Am. Compl. ¶ 30, Ex. C CAA Statement dated December 13, 2019.) Additionally, CAA asked the SCPCSD Board to affirm several statements regarding CAA's rights and responsibilities as a public charter school. (Am. Compl. ¶ 30, Ex. C.) Not only did the SCPCSD decline to affirm any of the CAA Board's statutory and contractual rights, but it mandated that AA continue providing services at CAA's campus, affirmed the SCPCSD's purported authority over CAA's employment and contractual matters, and restated the SCPCSD's intent to withhold federal and state funding from CAA. (Am.

Compl. ¶ 32, Ex. D SCPCSD Statement.)

The SCPCSD withheld CAA's proportional share of funding for November 2019 and December 2019, and CAA relied on its own reserve funds in its operating account to cover its expenses. (See Am. Compl. ¶ 34.) The SCPCSD finally released the funds owed to CAA from the months of November 2019 and December 2019 on December 31, 2019, after CAA filed its Complaint and accompanying Motion in this matter and after representatives from the South Carolina Department of Education indicated that the SCPCSD might be fined pursuant to Section 59-40-140(D) of the Act if it failed to release the funds. (Am. Compl. ¶ 34.) Contrary to the language of Section 59-40-140(D), counsel for the SCPCSD indicated that the SCPCSD acted reasonably within its authority to withhold CAA's funds as a sanction short of revocation. (See Am. Compl. ¶ 34.)

Further, the SCPCSD's letters imposing sanctions on CAA were provided to an out-of-state arbitrator by AA and used by AA to seek injunctive relief against CAA in the arbitration. (Am. Compl. ¶ 35.) In granting AA's request for injunctive relief, the arbitrator relied on the SCPCSD's letters and the alleged legal authority implied by the SCPCSD's letters to issue the sanctions stated therein. (Am. Compl. ¶ 36.) The arbitrator's decision repeated the SCPCSD's "status quo" language, required CAA to continue working with AA, and required CAA Board Members to provide AA with 24 hours' notice before visiting CAA's school sites. (Am. Compl. ¶ 36.) In essence, the SCPCSD's actions, and the arbitrator's decision, which was made in reliance on the SCPCSD's actions, stripped the CAA Board of its authority under the Act, the Nonprofit Act, and its charter to govern and manage CAA and gave that authority to the SCPCSD itself and a Chicago-based for-profit contractor, AA. (Am. Compl. ¶ 36.)

The SCPCSD's actions have empowered AA to act unreasonably in transitioning away from CAA. (See Boehnstengel Aff. ¶¶ 6–12; Deif Aff. ¶¶ 13–16.) For example, AA representatives are often on CAA's campus and interfering with the directives of the CAA Board

and Principal by instructing CAA employees that the CAA Board and Principal lack authority and instead, should report to AA. (Boehnstengel Aff. ¶ 14; see Deif Aff. ¶ 14.) Additionally, AA has failed to cooperate with CAA in transitioning away from their services by canceling student transportation without prior warning on a Sunday evening and withholding vital information about staff, students, and assets from CAA. (Boehnstengel Aff. ¶¶ 9–10, 14; Deif Aff. ¶¶ 14–16.) Further, AA specifically scheduled the school’s December graduation celebration ceremony during a regularly scheduled CAA Board meeting so that CAA Board members would be unable to participate. (Deif Aff. ¶ 14.) Moreover, AA’s owners, David Sundstrom and Joseph Wise, have continuously communicated with the SCPCSD and confirmed by email that AA has spoken with CAA’s current employees and guaranteed them employment with AA. (See Exhibit 1, Email from Joseph Wise dated December 11, 2019.) Additionally, David Sundstrom testified that AA is in the process of submitting a charter application to open a school in the Charleston area under the SCPCSD’s sponsorship. (See Sundstrom Dep. 9:22–25.)

The SCPCSD has failed to recognize the CAA Board’s statutory and contractual authority to govern and manage CAA. (Am. Compl. ¶ 38.) The SCPCSD has acted against the interests of CAA, a school that it sponsors, and has supported AA, which is now seeking to establish a new and competing charter school in the Charleston area under the sponsorship of the SCPCSD. (Am. Compl. ¶ 38.) The SCPCSD acted wholly outside the scope of its responsibilities under the Act, the charter application, and the charter contract between CAA and the SCPCSD. Further, the SCPCSD’s actions are not supportive of CAA and are adverse to CAA’s interests.

III. LEGAL STANDARD

“The granting of temporary injunctive relief is within the sound discretion of the trial court and will not be overturned absent an abuse of that discretion.” *City of Columbia v. Pic-A-Flick Video, Inc.*, 340 S.C. 278, 282, 531 S.E.2d 518, 520 (2000). “[T]he sole purpose of a temporary injunction is to preserve the status quo, and thus avoid possible irreparable injury to [a party]

pending litigation.” *Powell v. Immanuel Baptist Church*, 261 S.C. 219, 221, 199 S.E.2d 60, 61 (1973). “[A] temporary injunction is [used] to preserve the subject of controversy in the condition which it is at the time of the Order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation.” *Cty. of Richland v. Simpkins*, 348 S.C. 664, 671, 560 S.E.2d 902, 905 (Ct. App. 2002) (brackets and ellipses in original). To obtain a TRO or temporary injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and an inadequate remedy at law. *Id.* at 669, 560 S.E.2d at 904. Further, “[t]he decision to issue injunctive relief must be based upon a balancing of the equities.” *Smith v. Phillips*, 318 S.C. 453, 456, 458 S.E.2d 427, 429 (1995).

IV. ARGUMENT

A. **CAA Will Be Irreparably Harmed If The SCPCSD Is Not Enjoined From Violating Its Duties Under South Carolina Law And CAA’s Charter Application And Contract.**

CAA can demonstrate that it will suffer irreparable harm if this Court does not enjoin the SCPCSD from acting in a manner that is inconsistent with (1) the Act, (2) the Nonprofit Act, (3) its duties and obligations under CAA’s charter application, which constitutes an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act, and (4) the charter contract executed on or around April 11, 2018.

1. **CAA Will Be Irreparably Harmed If The SCPCSD Unlawfully Withholds Its Proportion Of State And Federal Funding On A Monthly Basis, As The SCPCSD Has Previously Done And Contends That It Has The Authority To Do Moving Forward.**

CAA’s Board and Principal must not be required to operate the school under the constant threat that the SCPCSD will constructively revoke its charter or otherwise disrupt its operations by improperly withholding CAA’s state and federal funding each month, in direct violation of S.C. Code Ann. Sections 59-40-55(C) and 59-40-140(D). Section 59-40-55(C) of the South Carolina Code states, “The [SCPCSD] may retain no more than two percent of the total state appropriations for each charter school it authorizes” Further, Section 59-40-140(D) of the Act directs charter

school sponsors to distribute the proportional share of the funds for which the school qualifies to the school within ten business days of the sponsor receiving the funds or the sponsor may be subjected to fines by the Department of Education. In imposing sanctions, the SCPCSD withheld all of CAA's federal and state funding for November 2019 and December 2019 until December 31, 2019 and directed CAA to "[c]ommunicate all requests related to funding from Prestige [CAA's financial services provider] in writing to Chris Griner, SCPCSD CFO, with a copy to the Superintendent," for evaluation on a case-by-case basis. When the SCPCSD reluctantly released CAA's November 2019 and December 2019 funding on December 31, 2019 after CAA filed a Complaint and the State Department of Education threatened to fine the SCPCSD, the SCPCSD communicated to CAA that it believes it has the authority to withhold CAA's funding any month in the future as a sanction short of revocation as the SCPCSD sees fit.

CAA relies on state and federal funding to compensate its employees, pay for contracted services, and cover operating expenses. If the SCPCSD continues to withhold CAA's allocated funding, CAA will be unable to operate its organization or protect its statutory and contractual rights, which would irreparably harm CAA. Further, CAA needs an immediate ruling from this Honorable Court on its right as a public charter school to receive timely funding from the SCPCSD under Sections 59-40-55(C) and 59-40-140(D) of the Act since the SCPCSD asserts that it may withhold CAA's funding at any time as a sanction short of revocation. Without an injunction preventing the SCPCSD from withholding funds owed to CAA and a declaration that this is not a permissible sanction, CAA and its funding will be placed at the whim of the SCPCSD anytime it chooses to withhold funds from the school and this dispute will be back in Court on a month-to-month basis.

2. CAA Will Be Irreparably Harmed If It Cannot Exercise Its Statutory And Contractual Authority To Govern Its Own Employees, Contracts, and Property.

CAA has been and will continue to be irreparably harmed if the CAA Board is not allowed

to exercise its authority to enter into and terminate contracts, exercise its authority in employment decisions regarding its own employees, or control its leased premises pursuant to state law, its charter application and contract, and its lease agreement.

Initially, it is critical to understand that unlike a traditional public school district that governs and manages the day-to-day operations of its schools, the SCPCSD, as a charter school sponsor, is a separate and distinct legal entity from CAA and the other charter schools its sponsors, and the SCPCSD is restricted to only those powers and duties assigned to it under the Act, which do not include the power to govern and manage the school's employees, property, or contracts with third parties. See S.C. Code Ann. § 59-40-55. CAA, as an autonomous public charter school and nonprofit corporation, is authorized by the Act and the Nonprofit Act to enter into and manage its own contracts, hire and manage its own employees, and obtain and manage its own property. See S.C. Code Ann. § 59-40-60(E)(2) (authorizing CAA to employ and contract with teachers and nonteaching employees and contract for services); S.C. Code Ann. § 59-40-50(B)(5) (authorizing CAA to hire noncertified teachers in its discretion up to twenty-five percent of its teacher staff); S.C. Code Ann. § 59-40-50(B)(6) (authorizing CAA to hire administrative staff in its discretion); S.C. Code Ann. § 59-40-140(J) (authorizing CAA to acquire by gift, devise, purchase, lease, sublease, installment purchase agreement, land contract, option, or by any other means provided by law or otherwise, and hold and own in its own name buildings or other property for school purposes and interests in it which are necessary or convenient to fulfill its purposes); S.C. Code Ann. § 33-31-302 (empowering CAA to do all things necessary or convenient to carry out its affairs); S.C. Code Ann. § 33-31-302(4) (empowering CAA to purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with, real or personal property or any legal or equitable interest in property, wherever located); S.C. Code Ann. § 33-31-302(11)(empowering CAA to hire employees, define their duties, and fix their compensation). Pursuant to the Act, the SCPCSD can conduct oversight activities, including imposing sanctions

short of revocation, such as a corrective action plan, when appropriate, but only to the extent that such oversight activities “are consistent with the intent of [the Act], adhere to the terms of the charter contract, and do not unduly inhibit the autonomy granted to public charter schools.” S.C. Code Ann. § 59-40-55(B)(5), (8).

Further, the Charter Application between CAA and the SCPCSD states “CAA’s Board of Directors will be able to terminate any management agreement if the Board of Directors determines that academic or operational performance is inadequate,” and that “CAA’s Board of Directors will have final oversight of the school, and may release CAA’s principal or terminate the agreement with AA if the Board deems it necessary.” (Am. Compl. ¶ 14.) Additionally, Section 4.6(A) of the charter contract between CAA and the SCPCSD states, “No provision of the EMO/CMO contract shall interfere with the charter school board’s duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School.” (Am. Compl. Ex. A.)

After the CAA Board unanimously voted to immediately terminate its contract with AA for just cause based on student welfare and safety concerns and violations, as permitted in the contract between CAA and AA and as permitted in CAA’s charter with the SCPCSD, CAA immediately took steps to replace the services that AA previously provided. The CAA Board hired Dr. Robert E. Bohnstengel, an experienced and talented school administrator, as CAA’s new Principal, who subsequently terminated CAA’s former Director for multiple instances of insubordination and for failure to report significant student safety concerns. Thereafter, the SCPCSD instructed CAA to reinstate its former Director, and then AA retained CAA’s former Director and placed her back in the School, which resulted in an enormous disruption to the day-to-day functions of the School and continues to jeopardize CAA’s ability to fulfill its educational mission. Additionally, the SCPCSD required CAA to notify it before terminating any other employee. CAA is unaware of any other situation in which the SCPCSD has inserted itself into employment matters of the schools it sponsors. As a result of the SCPCSD’s sanctions, CAA does

not have full authority over its employment matters. Without injunctive relief enjoining the SCPCSD from acting in a manner that is inconsistent with Act, the Nonprofit Act, and the charter application and contract between the SCPCSD and CAA, CAA is unable to manage its employees as needed during the transition away from AA's services, which will continue to harm CAA and its students.

Additionally, as a result of the SCPCSD's failure to recognize CAA's contractual ability to enter into and terminate contracts, disputes are occurring daily due to disruptive actions by AA which have interfered with CAA's educational program and operations. (Exhibit 2, Email to SCPCSD dated December 20, 2019.) These disruptive actions include AA representatives falsely instructing CAA employees to report to them and ignore directives from the CAA Board and Principal and interfering with CAA's access to school-owned technology software. (Boehnstengel Aff. ¶¶ 7–8, 14; Deif Aff. ¶¶ 13, 16.) The SCPCSD's failure to support CAA has allowed AA to unreasonably cancel student transportation, Boehnstengel Aff. ¶¶ 9–10; Deif Aff. ¶ 15, and schedule school activities at times when CAA Board members are specifically unable to participate, Deif Aff. ¶ 14. Additionally, AA used the letters from the SCPCSD Superintendent and staff that purported to strip away the CAA Board's authority to govern and administer its school to seek and obtain injunctive relief in an arbitration proceeding between CAA and AA. (Am. Compl. ¶¶ 35–36.)

Importantly, AA is also seeking to establish a new charter school in the Charleston area under the sponsorship of the SCPCSD that will directly compete with CAA. Because of this, AA has a clear incentive to sabotage CAA's school and recruit CAA's directors, teachers, and students away from CAA to AA's new competing school. AA representatives have communicated with the SCPCSD about applying for a charter under its sponsorship and have contacted CAA's current employees to promise them employment at AA's future school. Injunctive relief against the SCPCSD and a declaration of CAA's statutory and contractual rights is necessary for CAA to

remove AA's representatives, who have a direct conflict of interest with CAA, from appearing on its campus and interfering with CAA's operations.

Without injunctive relief enjoining the SCPCSD from acting inconsistently with the Act, the Nonprofit Act, and the charter agreement between CAA and the SCPCSD, CAA faces significant liability and will be irreparably harmed. To avoid irreparable harm, CAA needs an immediate ruling on: 1) whether the SCPCSD may prevent CAA from terminating contracts to which the SCPCSD is not a party; 2) whether the SCPCSD has a right as CAA's sponsor to insert itself into CAA's employment matters; and 3) whether the SCPCSD may dictate who is and is not allowed on CAA's leased property, in which the SCPCSD has no property rights. If the requested injunctive relief is not granted, CAA cannot manage its contracts, employees, and property as needed during its transition away from AA's services, which will irreparably harm CAA and its students.

Conversely, the SCPCSD will suffer little or no harm if a preliminary injunction is issued. An injunction will not interfere with the day-to-day, normal operations of the SCPCSD, which is a charter school sponsor, as opposed to a charter school, pursuant to the Act. The SCPCSD is not a party to CAA's contract with AA, does not employ anyone at CAA, and does not own any of CAA's property. Rather, if injunctive relief is granted, the SCPCSD will have the opportunity to operate as required under the Act and as agreed upon in the charter application and contract.

B. CAA Is Likely To Succeed On The Merits Of Its Claims.

CAA can establish a likelihood of success on the merits of its claims as set forth in the Amended Complaint, for the reasons stated in the Amended Complaint and pursuant to the authorities cited therein. The SCPCSD approved CAA's charter application on May 20, 2017, which constitutes an agreement between CAA and the SCPCSD, and the parties entered a valid and binding charter contract on or around April 11, 2018. Together, the charter application and charter contract, along with State law, define the roles and responsibilities of CAA and the

SCPCSD as CAA's sponsor and Local Education Agency.

CAA is likely to succeed in its breach of contract claim against the SCPCSD because the SCPCSD's actions represent a clear and material breach of the provisions contained in the charter application and charter contract for the reasons stated in the Amended Complaint, which have caused CAA damages. As an initial matter, Section 3.1(A) of the charter contract states that the SCPCSD shall act in accordance with S.C. Code Ann. Section 59-40-55. Section 59-40-55(C) of the Act states, "The [SCPCSD] may retain no more than two percent of the total state appropriations for each charter school it authorizes" Further, Section 59-40-140(D) of the Act directs charter school sponsors to distribute the proportional share of the funds for which the school qualifies to the school within ten business days of the sponsor receiving the funds. The SCPCSD impermissibly withheld CAA's state and federal funds for November 2019 and December 2019, and it only released these funds on December 31, 2019, after CAA filed its Complaint in this matter and the State Department of Education threatened the SCPCSD with fines. The SCPCSD withholding CAA's funding is a material breach of the charter contract, and it is in direct violation of Sections 59-40-55(C) and 59-40-140(D) of the Act.

Further, the SCPCSD is in breach of its charter agreement and contract with CAA by usurping CAA's authority to govern its own employees, contracts, and property. Section 4.6(O) of the charter contract grants CAA the right to terminate its contract with AA "due to unsatisfactory performance by [AA]." Section 4.6(O) also provides that notice of termination is unnecessary "where the health and safety of students is a concern." Further, CAA's charter application states that the CAA Board "will be able to terminate the management agreement with AA if the Board determines that academic or operations performance is inadequate." In October 2019, AA gave 180-day-notice to CAA that it would terminate its management contract. Thereafter, the CAA Board unanimously voted on October 31, 2019, to immediately terminate CAA's management contract with AA after becoming aware of numerous student safety issues that were neither

addressed by AA nor reported to the CAA Board. Although the CAA Board acted within its contractually defined rights to terminate CAA's contract with AA, the SCPCSD has required CAA to not only allow AA to continue operating within the School, but also to obtain the SCPCSD's prior written approval to make any changes to the previously-terminated contract between CAA and AA. CAA can successfully show that SCPCSD's attempt to force CAA to honor a contract that the CAA's Board had every right to terminate, as stated in the Act, the Nonprofit Act, the charter contract, and the charter application, is a material breach of the parties' agreement.

Additionally, CAA's charter application provides that the CAA Board has the ability to "hire, evaluate, and fire the principal of CAA." Further, Section 59-40-50(B)(6) of the Act, incorporated into the charter contract by reference in Section 3.2, grants CAA the ability to hire "in its discretion, administrative staff, including a school leader" On November 6, 2019, CAA's Board voted to hire a new school principal, Dr. Robert E. Bohnstengel. Subsequently, CAA fired the existing director for failure to address two dozen student safety concerns and multiple incidences of insubordination. CAA is likely to succeed in proving that the SCPCSD has no authority to make employment decisions for CAA and that doing so is a material breach of the contract between the parties.

CAA can also show that it has a leasehold interest in its property, which was given to CAA by Trident Technical College, and that the SCPCSD has no interest in CAA's property. Nonetheless, the SCPCSD has stated that AA is entitled to appear on CAA's property and continue providing services against CAA's directives. When CAA attempted to have disruptive representatives of AA removed from its property by law enforcement, the SCPCSD interfered and prevented CAA from exercising control over its own property.

Finally, CAA can successfully prove that the SCPCSD denied its right to due process as guaranteed by Article I, § 22 of the Constitution of South Carolina because SCPCSD denied CAA notice and the opportunity to be heard before issuing unlawful sanctions, and further, that the

decision to impose sanctions was not issued by a fair and impartial adjudicator. Article I, Section 22 of the Constitution of South Carolina states

No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard; nor shall he be subject to the same person for both prosecution and adjudication; nor shall he be deprived of liberty or property unless by a mode of procedure prescribed by the General Assembly

S.C. Const. art. I, 22. In gathering information, the SCPCSD received *ex parte* information from AA against CAA, which the SCPCSD considered in its decision to impose sanctions on CAA. (See Exhibit 3, Email from David Sundstrom to SCPCSD's attorney dated October 30, 2019.) The SCPCSD did not provide CAA the opportunity to contest the sanctions through a formal hearing before the SCPCSD Board of Directors. Moreover, the SCPCSD Superintendent and the SCPCSD Board Chair both participated in gathering facts about CAA's actions and deciding to impose sanctions short of revocation on CAA, in direct contravention of Article I, § 22. As a result, CAA can successfully show that it has been denied due process as guaranteed by the Constitution of South Carolina.

**C. No Adequate Remedy At Law Exists To Make CAA Whole If
SCPCSD Is Not Enjoined From Further Violating Its Duties
Under State Law And The Charter Contract.**

CAA has no adequate remedy at law to make it whole if the SCPCSD is not enjoined from acting in a manner that breaches its contractual duties and obligations under CAA's charter application, which constitutes an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act, and the charter contract between the SCPCSD and CAA executed on or around April 11, 2018, and from otherwise acting inconsistently with the Act and the Nonprofit Act. The parties' positions will not be maintained in the absence of immediate relief should the SCPCSD continue to attempt to substitute itself, a charter school sponsor, and AA, a Chicago-based for-profit entity whose contract with CAA has been terminated pursuant to its terms, as the

entities responsible for governing and administering operations at CAA and removing the statutory and contractual authority of the CAA Board to govern and control CAA's own contracts, employees, property, and federal and state funding. *See Cty. of Richland v. Simpkins*, 348 S.C. 664, 666, 560 S.E.2d 902, 903 (Ct. App. 2002) ("Closing Mr. Lucky's without first adjudicating the merits of the citations would not preserve the parties' positions pending the final hearing on the underlying merits of the actions."). Absent an immediate temporary restraining order and preliminary injunction to maintain the *status quo* in which the CAA Board retains its statutory and contractual authority to govern and control its own contracts, employees, and property— as stated in the Act and its charter application and contract—and to receive all federal and state funding owed until a decision on the merits of the underlying case can be reached, CAA has no available immediate legal remedy from which it can be made whole as a result of the SCPCSD's actions.

D. The Status Quo Is Best Achieved By Allowing CAA To Maintain Authority To Govern The School.

Further, the status quo can be best achieved by allowing CAA to maintain its authority to govern and administer the school consistent with state law and its charter without undue interference and disruption from the SCPCSD, as its sponsor, or AA, as a Chicago-based for-profit terminated vendor. Day-to-day operations at CAA have been chaotic since the SCPCSD issued its sanctions and improperly inserted itself into matters within the CAA Board's and Principal's authority. As a result of the SCPCSD's actions, AA representatives have continually appeared on CAA's campus and falsely informed CAA employees that the CAA Board and Principal lack authority to make decisions. Consequently, the relationship between CAA's Board and Principal and CAA employees has become strained with some CAA employees refusing to take directives from the CAA Board and Principal. Because AA is applying for a charter under the sponsorship of the SCPCSD that will directly compete with CAA, it has a clear conflict of interest and motive to harm CAA, which are exemplified by the malicious acts of AA's representatives in dealing with the CAA Board, Principal, and staff. In order to eliminate chaos at CAA and operate the school

effectively and as intended by State law, CAA must retain authority over its own contracts, employees, and property.

V. CONCLUSION

For the reasons stated above, Plaintiff prays that this Honorable Court grant its motion for a Temporary Restraining Order and Preliminary Injunction and any other further legal or equitable relief the Court deems just and proper.

Respectfully submitted,

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Attorneys for Plaintiff

February 7, 2020

From: [JW Gmail Account](#) on behalf of [JW Gmail Account <josephjwise@gmail.com>](#)
To: [Elliot Smalley](#); [Taylor Fulcher](#)
Cc: [Jaime Barraza](#)
Subject: CAA
Date: Wednesday, December 11, 2019 9:11:07 AM

Elliot and Taylor.

Departing Charleston now. It's been a tense but focused week, so far. AA has strong teams in place everywhere nationally; however, we do not have another one as focused and resilient and committed as those we have working for the CAA charter. They are getting fatigued from the mischief of the rogue board members, so we look forward to resolution on Friday.

Erin and Dan and a few local team members will be in attendance. My chief of staff, Jaime Barraza will also be in attendance. Just in case you need answers to questions.

As you may know, Nadine called law enforcement to remove one of our model fidelity coaches and me from the Jas. Island site on Monday. This shook many of the kids and staff, but Diana and I went back to the site on yesterday to make sure they knew things were ok. Worse, since Bob B. is either lacking training or sensitivity or both and these couple rogue CAA board members are wholly untrained, they are engaging in repeated race-based and gender-based behaviors, comments and slurs. Several instances now. David (our lawyer) and Erin and Dan are doing all they can to help students and staff ignore these repeated incidents. This exacerbates the fatigue and tensions

All employees have been offered an employment contract with AA should they be fired by CAA, and I hope David and Erik can help us with some of the back-payments owed by CAA to AA. This is straining our company's cash flows terribly.

Our staff and kids' work remains strong. Hope you both can attend the Dec 18th graduation (Dan and Erin planning it all). Details on that forthcoming.

Elliot. Thx again for visiting TTC site on Monday. That went a long way with the staff who saw you there.

Reach me on my cel 9046516700 if you need anything.

Joey

Joseph Wise
 Ofc. (312) 332-4998

From: [Robert Bohnstengel](#)
To: esmalley@sccharter.org
Cc: [Nadine Deif](#); [Tyler Turner](#); [Dave Wilson](#); [Elizabeth Moffly](#)
Subject: Issues for our review
Date: Friday, December 20, 2019 2:16:24 PM

Dr. Robert Bohnstengel
 Charleston Advancement Academy

December 16, 2019

VIA EMAIL

Superintendent Mr. Elliot Smalley
 South Carolina Public Charter School District
 3710 Landmark Suite 201
 Columbia, SC 29204

Dear Superintendent Smalley,

As requested by SCPCSD Chairman John Payne following the CAA's Board of Directors' meeting with the SCPCSD Board of Trustees on Friday, December 13, 2019, we are notifying you, as superintendent of the SCPCSD, of disruptions and issues that we have encountered in our attempt to continue servicing our students at CAA.

While each of these items is, in and of itself, a flagrant attempt to hinder our ability to operate the school, they are not all inclusive of the issues we are facing. They collectively represent a consistent pattern of abuses for which we are seeking your remedy.

1. Personnel Issues & Interference

As you are aware, per our charter, CAA has ultimate authority over personnel issues at our school. On November 15, 2019, Ms. Erin Franey was terminated as an employee of CAA. Since that time, Ms. Franey has been retained as an employee of Acceleration Academies (AA), our former educational management group.

Shortly after your letter of November 21, 2019, I attempted to perform my responsibilities and duties as the administrator at CAA and was met with opposition by assistant director Dan Miller — who directly referred to your letter as his source of authority — regarding access to information and other performances of his duties to the school. I subsequently placed him on administrative leave with pay as the Board and I continued our work on the necessary steps to plan for the replacement of services provided by AA.

Despite these actions and request to the contrary, both Ms. Franey and Mr. Miller both stated to your Board on December 13, 2019 that they have continued to appear on school property, impact instruction and management of the school, and remain in regular communication with CAA students and employees. This must cease in order for us to operate the school efficiently and effectively.

At the same time, Mr. Miller, who is an employee of CAA, has been in regular communication with AA, with which we are currently in litigation. This communication between Mr. Miller and AA must also cease in order for us to operate the school efficiently and effectively.

At CAA's board meeting on November 21, 2019, our Board instructed Mr. Miller not to schedule the CAA graduation on the same night as our annually scheduled and approved board meeting date. Completely disregarding those instructions, he set the graduation on the same night as that scheduled board meeting, and he worked in concert with Ms. Franey and AA to coordinate and plan our CAA student's graduation. This came despite the fact and after being told that AA was no longer under contract and has no authority to instruct our staff or plan functions on behalf of our school.

And then today, Ms. Franey continued her malicious and disruptive activities. At the TTC campus, she interrupted a teacher who was about to administer the state mandated End of Course Exam (EOC) in Algebra 1. Ms. Franey told the teacher that she could not administer the exam to the student because she taught the student. The teacher came to me, a bit upset, indicating that Ms. Franey said her license could be revoked. I assured the teacher she was following state protocol, showing her the correct clearance contained in the state test manual, and she proceeded with the testing. This sort of patently false disruption on the last day of class for the semester is in direct violation of your Board's request.

2. Transportation

Transportation for a portion of our student population is a vitally important service that CAA provides. It is in alignment with the approach our Board deems critical in serving our students and their educational needs.

Unfortunately, following Chairman Payne's announcement for services to remain "status quo" at the December 13, 2019 meeting, Acceleration Academies (AA) proceeded to eliminate student transportation services without any notice to CAA.

I became aware of this issue when I was contacted by a distraught student on Sunday afternoon, December 15, 2019, after that student had been notified by AA that all transportation to the school had been canceled and no further services would be provided.

Upon further investigation, I found that Erin Franey (as an AA representative) took it upon herself to notify CAA drivers of the cancelation of transportation on Friday December 13, 2019.

Following that, she sent derogatory emails interjecting questions regarding our arbitration with AA, of which she is not a party. Such notification is in violation of the instructions set forth both by our charter and your Board's December 13, 2019 directive.

On this issue of transportation services, I have worked with the CAA Board to now assume responsibility of student transportation services, as we had previously planned to do, to ensure continuity of service to our students. CAA Board Chair Nadine Deif and I were ultimately able to rectify AA's interference and disruptive termination of transportation services by early Sunday as we had already insured our drivers on the CAA insurance policy effective December 1, 2019. This was not without considerable effort since your November 21, 2019 letter copied to CAA staff. Without full access to personnel- and operations-related information, it has been extremely difficult to manage operationally.

The actions by AA to eliminate transportation services, without notification, predictably resulted in confusion and disruption for our students and parents which was uncalled for and unwarranted.

3. AA Interference

Section 4.6 O of our charter specifies, "The EMO/CMO Contract must provide that termination be made in a manner that is least disruptive to students and at least 90 days' notice must be provided prior to termination except where the health and safety of students is a concern." AA has done everything within their power to cause the most disruption possible.

Since CAA's termination of its contract with AA, the company's leadership (Dave Sundstrom, who is also AA's legal counsel, and Joey Wise) and their employees have done everything possible to disrupt the school. Their appearance on campus, their direct communication with CAA employees, and their unwillingness to leave school grounds after repeated requests by myself and members of the CAA Board, has severely and purposefully interfered with our ability to manage the school efficiently. In fact, AA directed CAA staff to plan and hold a graduation for students on December 18, 2019 without notification to the CAA Board.

Their continued efforts to be a disruptive force in the management of the school has impacted not only personnel issues, but the overall learning and working environment

4. Educational Software, Website, and Email Transition Plan

Section 4.6 E of our charter is quite clear that in order for CAA to continue implementation of our educational programs AA must make readily available access to CAA software that was purchased with federal grant money on behalf of CAA including but not limited to, contracts or licenses with Edgenuity, Edmentum, Naviance, AdvanceED and others. We are requesting your assistance in having AA cooperate in transferring the educational license software to CAA and relinquishing all school property immediately to CAA.

Additionally, CAA has established a new website for the school and new email addresses for Board members and employees. We are requesting your assistance in referencing all website links and information to our new website (CAAHighSchool.org) and ending the use of AA-controlled email addresses.

5. Insurance and Benefits

We have also addressed the most urgent matter of transferring insurance and benefits of CAA employees to our new carrier. We have ensured that our CAA employees will not be without coverage as AA is terminating these benefits come the first of the year.

6. Clear Delineation of Responsibilities and Authority

Finally, to effectively administer instruction and operations, I am requesting that your office advise the CAA staff of the restoration of my authority as the CAA's principal. The letters the SCPCSD and Chair have copied to the CAA staff over the last several weeks has had a devastating effect on school moral and have caused great confusion as to whom staff and faculty are answerable.

Thank you for your assistance in these matters.

Sincerely,

Dr. Robert Bohnstengel
Charleston Advancement Academy

From: [David Sundstrom](#) on behalf of [David Sundstrom <dsundstrom@davidmsundstrom.org>](#)
To: [Erik Norton](#)
Subject: Acceleration Academies v CAA
Date: Wednesday, October 30, 2019 1:42:42 PM

Delivered-To: efraney@accelerationacademy.org

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Wed, 30 Oct 2019 11:42:42 -0700 (PDT)

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Return-Path: <dsundstrom@davidmsundstrom.org>

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by mx.google.com with SMTPS id a68sor1628887otc.162.2019.10.30.11.42.42

for <efraney@accelerationacademy.org>

(Google Transport Security);

Wed, 30 Oct 2019 11:42:42 -0700 (PDT)

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Wed, 30 Oct 2019 11:42:40 -0700 (PDT)
From: David Sundstrom <dsundstrom@davidmsundstrom.org>
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Date: Wed, 30 Oct 2019 13:42:39 -0500
Subject: Acceleration Academies v CAA
Message-Id: <EB4DD969-E371-4B7E-A715-66BB8B101A5B@davidmsundstrom.org>
To: Erik Norton <erik.norton@nelsonmullins.com>
X-Mailer: Apple Mail (2.3273)

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charset=utf-8

Erik=E2=80=94 You have likely by now heard of what transpired at the CAA =
Board=E2=80=99s most recent special meeting today. Here=E2=80=99s the =
problem:
The CAA Board is bound by two distinct contracts: One with you. One =
with us.
The CAA Board is prohibited from unilaterally amending either contract =
without SCPCSD approval. (It can=E2=80=99t amend ours without our =
approval either).
The CAA Board lacks the requisite approvals.
Although Nadine pronounced the following edicts this afternoon=E2=80=94 =
on behalf of a unanimous board=E2=80=94 each would unilaterally amend =
our contract without SCPCSD authorization. Consequently, we are =
prohibited from accommodating these edicts, and must ask for SCPCSD =
intervention.=20

The Edicts:

1. Acceleration Academies prohibited from communicating with teaching = staff except through the Board=E2=80=99s newest Alliance vendor: = Prestige.

We have no contract with Prestige. Nor does CAA=E2=80=94 at least one = relating to student services, apparently (see #2 below). =20

2. The newest CAA chair is authorized to negotiate a contract with = Prestige.

So . . . a contract doesn=E2=80=99t exist yet.

3. We are to immediately transmit all student records to Prestige. FERPA alone would prohibit such a transfer to a third-party vendor. It = doesn=E2=80=99t even have a contract yet with CAA to provide any = student-related service.

4. All student data must be shifted to PowerSchool.

It is already there. Apparently, this Board doesn=E2=80=99t realize = that the data is consistently downloaded into PowerSchool.

5. After Acceleration Academies' immediate transfer of student data to = Prestige, and after SCPCSD approves a to-be-written contract with = Prestige, the newest CAA chair is authorized to execute a Prestige-CAA = contract.

Again, Federal and state law would prohibit the transfer of = personally-identifiable student information to third parties without = binding safeguards.

6. Transition from Acceleration Academies to occur within 60-days.

This appears to be premised on the unrelenting pretext of some = undisclosed and undefined health/safety concern. NOTE: CAA Board = member have rarely been on site. =E2=80=9CChief=E2=80=9D Evans of TTC = apparently provided Nadine a list of alleged safety =E2=80=9Cconcerns=E2=80=9D more than 3 weeks ago. These were not shared with us by Nadine or = =E2=80=9CChief=E2=80=9D Evans until I learned of them from John = Reagle=E2=80=94 who had assumed I had received them graciously provided = me a copy.

Again, we genuinely need your and SCPCSD=E2=80=99s guidance if we are to = continue meeting student needs. We are entering our 2nd month of total = nonpayment=E2=80=94 nonpayments that notably accrued long before this = sudden =E2=80=9Csafety=E2=80=9D emergency.

Thanks,

David=20
David Sundstrom
Chairman of the Board
Acceleration Academies, LLC
910 W. Van Buren St.
Chicago, IL 60607
direct: 904.662.0620
e: dsundstrom@accelerationacademy.org

=20