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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE 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 I

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CHARTER SCHOOL DISTRICT***

May 17, 2023
Charleston, South Carolina

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STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
 Charleston Advancement Academy High School,	)	
Plaintiff,	)	C.A. No. 2019-CP-10-6592
	)	
vs.	)	[Proposed] ORDER DENYING PLAINTIFF'S MOTION FOR TRO AND PRELIMINARY INJUNCTION
South Carolina Public Charter School District	)	
Defendant.	)	
	)	

This matter is before the Court on Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction. A hearing was held on this motion on February 12, 2020 at the Charleston County Courthouse. Both Plaintiff and Defendant were represented by counsel at the hearing. After considering the written submissions of the parties and the arguments of counsel, Plaintiff's motion is **DENIED** for the reasons set forth below.

LEGAL STANDARD

The party seeking an injunction has the burden of demonstrating facts and circumstances warranting an injunction. *Strategic Resources v. Bcs Life Ins. Co.*, 627 S.E.2d 687, 367 S.C. 540 (S.C. 2006). The remedy of an injunction is a drastic one and ought to be applied with caution. *Id.* A plaintiff must prove three elements to receive the drastic remedy of a preliminary injunction: "(1) he will suffer immediate, irreparable harm without the injunction; (2) he has a likelihood of success on the merits; and (3) he has no adequate remedy at law." *Compton v. S.C. Dep't of Corr.*, 392 S.C. 361, 365-67, 709 S.E.2d 639, 642 (2011).

FINDINGS OF FACT

1. Plaintiff Charleston Advancement Academy f/k/a Charleston Acceleration Academy (“School”) is a charter school authorized by Defendant South Carolina Public Charter School District (“District”) pursuant to the South Carolina Public Charter Schools Act of 1996, S.C. Code Ann. § 15-40-10 to -240 (the “Act”).

2. School’s Board voted to terminate the contract with its management company effective immediately on or about October 31, 2019.

3. School’s charter required the management company to provide specified educational and operational services in order to educate students attending School.

4. School did not notify District or seek District approval for an amendment to the charter to replace the services provided by management company prior to the School Board’s vote to immediately terminate the management company on or about October 31, 2019.

5. On the District’s November 14, 2019 regularly scheduled meeting of the District Board of Trustees, School appeared before the District Board of Trustees to seek a charter amendment.

6. The School presented statements to the Board of Trustees in public session and answered questions posed by the District Board of Trustees. However, the School did not present a complete amended charter removing the management company.

7. The District Board of Trustees voted to deny the amendment until a complete charter was presented and required the School to maintain the status quo as it existed as of November 14, 2019 until the District Board of Trustees could consider a complete amendment request.

8. Following the November 14, 2019 District board meeting, the School made several changes, including implementation of a new administrative structure, policies and procedures, school name, by-laws and other changes to the operations of the school.

9. The District sent three letters to the School between November 21, 2019 and December 5, 2019 notifying the School that the changes it was making violated the District Board's requirement that the School maintain the status quo – compliance with the existing charter – and imposed certain sanctions to bring the School into compliance.

10. By letter dated December 6, 2019, the School asked for a meeting with the District Board to discuss these letters, and the District Board granted the School's request.

11. During a special-called public meeting on December 13, 2019, the District Board heard from the School and affirmed its decision to maintain the status quo until a charter amendment was submitted by the School and approved by the District Board.

12. Simultaneous with the proceedings between the School and District, the management company filed arbitration against the School on or about November 3, 2019.

13. The School voluntarily appeared in the arbitration.

14. The arbitrator ruled on January 6, 2020 that the Parties should maintain the status quo, but that the status quo should be maintained as of October 23, 2019, prior to the School's vote to terminate the management contract.

15. The School filed this action seeking a TRO and Preliminary Injunction seeking to enjoin the District from exercising sanctions short of revocation by (1) withholding money from the School and (2) exercising control over the School's contracts and property.

16. The School held a graduation on December 18, 2019 and continues uninterrupted operations at this time.

CONCLUSIONS OF LAW

17. Section 59-40-90 of the Act requires any challenge to a final decision of the District be made to the Administrative Law Court.

18. The Legislature amended the Act in 2006 to remove jurisdiction of appeals from sponsor decisions from the Circuit Court to the Administrative Law Court. *See* 2006 Act No. 274.

19. School's requests for injunction challenge decisions made by the District.

20. Therefore, the Act divests this Court of jurisdiction to decide this motion.

21. Further, Section 59-40-140 of the Act grants the South Carolina Department of Education ("Department") the authority, through its administrative processes, to determine if the District improperly withholds funds from a charter school and fine the District if necessary to obtain improperly withheld funds on behalf of a charter school. The Department did not take any administrative action against the District in this case, even though School reported the issue to the Department and the Department exercised jurisdiction over the issue.

22. Even if this Court did have jurisdiction, School failed to meet its burden of proof to support its motion. The School has not shown the lack of an adequate remedy at law, that it is likely to succeed on the merits or that it is suffering immediate, irreparable harm. *Strategic Resources*, 627 S.E.2d at 687, 367 S.C. at 540 (movant for injunctive relief has burden of proving stated elements).

23. First, the School does not allege that the District is withholding any funding at this time or is in violation of any Department ruling, instead pointing to the threat that the District might do so in the future. However, as noted above, Section 59-40-140 of the Act specifies a statutory remedy for the School if it were to claim the District is withholding funds in violation of the Act in the future.

24. Moreover, the Act requires the District to “supply” or “provide” funds to the School for operations within a specified time, not physically transfer the funds with no oversight or restriction. *See* S.C. Code Ann. § 59-40-55, -140.

25. Therefore, because the Department has authority to enforce the Act’s funding requirements and the Act does not state funds must be physically transferred by a certain time, the School has an adequate remedy at law, is unlikely to succeed on the merits and is not suffering irreparable harm.

26. Second, the Act permits the District to issue sanctions short of revocation for violations of the charter or the Act by School. *See* S.C. Code Ann. § 59-40-55(B)(8).

27. The Act requires a charter school to identify management company responsibilities in the charter, and therefore requires the charter school to seek a charter amendment if it terminates the management company to identify how and by whom those responsibilities previously assigned to the management company will be provided. *See* S.C. Code Ann. § 59-40-60(F)(8).

28. The School violated the Act and its charter by failing to obtain an approved charter amendment and approved replacement services prior to termination of the management agreement.

29. By requiring the School to maintain the status quo as of November 14, 2019, the District Board required only that the School comply with the existing, unamended charter until an amended charter with appropriate replacement services for students was approved.

30. The District acted within its statutory authority by issuing sanctions short of revocation when the School made changes altering the status quo without identifying approved replacement services after November 14, 2019.

31. The District provided the School notice and the opportunity to be heard at public hearings on November 14, 2019 and December 13, 2019, consistent with the requests made by the School to amend its charter and for clarification regarding the sanctions issued.

32. Section 59-40-90 of the Act provides that a charter school must appeal any final decision of the District to the Administrative Law Court. The School did not file an appeal to the Administrative Law Court.

33. Therefore, because the Act allows the District to issue sanctions short of revocation through a specified administrative process including the right to appeal by the School, the School is not without an adequate remedy at law, is not likely to succeed on the merits, and is not suffering irreparable harm.

34. Finally, because an injunction is issued at equity, the School must have clean hands to obtain injunctive relief. *First Union Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 568, 511 S.E.2d 372, 379 (Ct. App. 1998). The School does not have clean hands in this case. The School violated the terms of the Act and its charter by terminating the management company without an approved amended charter. The School also did not maintain the status quo as required by the District Board and delayed submitting a complete request for an amended charter to the District Board of Trustees for at least three months after voting to terminate the management company.

CONCLUSION

For all of the foregoing reasons and all reasons stated on the record at the hearing on this motion, the School's motion is denied.

IT IS SO ORDERED.

Bentley Price
Circuit Court Judge

February __, 2020
Charleston, South Carolina.



Charleston Common Pleas

Case Caption: Charleston Advancement Academy High School VS South Carolina
Public Charter School District

Case Number: 2019CP1006592

Type: Order/Temporary Injunction

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-02-26 10:04:00 page 7 of 7

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Charleston Advancement Academy High School,

Plaintiff,

vs.

South Carolina Public Charter School District,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-10-06592

**ORDER DENYING PLAINTIFF'S
MOTION TO RECONSIDER**

The Plaintiff Charleston Advancement Academy High School filed a motion asking this Court to reconsider its February 26, 2020 Order.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent “highly unusual circumstances.” U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court’s ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson

¹ Rule 59 is substantially the same as the Federal Rule. See Elam v. S.C. Dep’t of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) (“Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.”).

of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Plaintiff’s motion, the Court hereby DENIES Plaintiff Charleston Advancement Academy High School’s Motion for Reconsideration.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Charleston Common Pleas

Case Caption: Charleston Advancement Academy High School VS South Carolina
Public Charter School District

Case Number: 2019CP1006592

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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

Charleston Advancement Academy High)
School,)

Plaintiff,)

C.A. No. 2019-CP-10-6592

vs.)

ORDER

South Carolina Public Charter School)
District)

Defendant.)

This matter is before the Court on Defendant's Motion to Dismiss pursuant to S.C. R. Civ. P. 12(b)(1), 12(b)(2) and 12(b)(6). A hearing was held on this motion on October 2, 2021 via WebEx. Both Plaintiff and Defendant were represented by counsel at the hearing. After considering the written submissions of the parties and the arguments of counsel, Defendant's Motion is **GRANTED** for the reasons set forth below.

LEGAL STANDARD

"In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint." Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007) (citation omitted). "The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." *Id.* at 395, 645 S.E.2d at 247-48 (quoting Gentry v. Yonce, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999)).

The proper procedure for raising lack of jurisdiction is to file a motion to dismiss. Woodard v. Westvaco Corp., 319 S.C. 240, 450 S.E.2d 392 (1995). In some circumstances, affidavits and

other evidence outside the pleadings may be considered in support of a motion to dismiss based on lack of jurisdiction. Swicegood v. Thompson, 431 S.C. 130, 847 S.E.2d 104 (Ct. App. 2020). However, in the present case, no affidavits or evidence outside the pleadings is needed.

DISCUSSION

Plaintiff Charleston Advancement Academy (“CAA”) is a public charter school. Defendant South Carolina Public Charter School District (“District”) is a sponsor of public charter schools. As a sponsor, the District granted a charter to CAA to operate as a charter school in South Carolina. The operations of CAA and District, and the relationship between them, is governed by the South Carolina Public Charter School Act of 1996, S.C. Code Ann. § 59-40-10 to -240 (the “Act”).

The Act requires the District to monitor and oversee operations of CAA for compliance with the Act and other state and federal laws. The Act requires the District to notify CAA of noncompliance, require corrective actions, issue sanctions short or revocation or revoke the CAA’s charter in certain situations.

CAA’s Amended Complaint asserts three causes of action against the District: (1) Breach of Contract; (2) Violation of Due Process; and (3) Declaratory Judgment. CAA alleges it incurred damages because the District made rulings against it that infringed on its authority to terminate a private management company with whom it contracted. The District asserts that the Act does not provide this Court jurisdiction over Plaintiff’s claims. By prior Order, this Court denied Plaintiff’s Motion for Temporary Restraining Order based on lack of jurisdiction. While the Order denying the Motion for Temporary Restraining Order is not binding in this circumstance, at least part of the reasoning in the Order is persuasive and equally applicable at the motion to dismiss stage.

Four sections of the Act bear directly upon District’s argument. First, Section 59-40-90 provides that a charter school may challenge any final decision of the District in the Administrative

Law Court. Second, Section 59-40-40(4) defines sponsors like the District as “Local Education Agencies” or “LEAs,” which are subject to oversight and authority of the State Educational Agency, the South Carolina Department of Education. See, generally, 34 CFR 76; 34 CFR 81. Third, Section 59-40-140 provides authority for the South Carolina Department of Education to fine District in certain circumstances if it withholds funds from a charter school. Fourth, Section 59-40-190(C) states that the District is immune from civil liability “with respect to all activities related to the charter school they sponsor.”

The four sections of the Act cited above preclude any possibility of jurisdiction in this Court. Section 59-40-90 provides exclusive jurisdiction to the Administrative Law Court for any challenge to a sponsor’s final decision by a charter school. Further, actions by the sponsor that are subject to federal grants or administrative processes of the State Department of Education are subject to the State Department of Education adjudicative processes, which would not be subject to challenge in this Court. Finally, the Act’s provisions immunizing sponsors from civil liability further indicate the Legislature’s intent to prevent sponsors like the District from being sued in civil court.

Therefore, I find that this Court lacks jurisdiction over the subject matter at issue in Plaintiff’s complaint. Because I find the Court does not have jurisdiction, the Court does not need to address the remaining grounds asserted in the Motion to Dismiss.

CONCLUSION

For all of the foregoing reasons and all reasons stated on the record at the hearing on this motion, the District’s motion is **GRANTED**, and Plaintiff’s Amended Complaint is **DISMISSED**.

IT IS SO ORDERED.

Roger M. Young, Sr.
Circuit Court Judge
Ninth Judicial Circuit

November __, 2021.
Charleston, South Carolina.



Charleston Common Pleas

Case Caption: Charleston Advancement Academy High School VS South Carolina
Public Charter School District

Case Number: 2019CP1006592

Type: Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:20-cv-00062-MOC-DSC**

ACCELERATION ACADEMIES, LLC,
Claimant/Plaintiff,
v.
CHARLESTON ACCELERATION
ACADEMY, INC.,
Respondent/Defendant/Counterclaimant.

ORDER

This matter comes before the Court on the Motion of Claimant/Plaintiff Acceleration Academies, LLC (“AA”) for the entry of an order confirming the arbitration award (“Award”) entered against Respondent/Defendant/Counterclaimant Charleston Acceleration Academy, Inc. (“CAA”) on March 16, 2020. (Doc. No. 18). Having reviewed the application and the matters of record and acknowledging that its ability to review the Award is severely circumscribed, see Bowers v. N. Two Cayes Co. Ltd., No. 1:15-CV-00029-MR-DLH, 2016 WL 3647339, at *2 (W.D.N.C. July 7, 2016), the Court finds that grounds do not exist under 9 U.S.C. § 10 for vacating or modifying the Award, and the Award will be confirmed.

IT IS THEREFORE ORDERED that AA’s Motion (Doc. No. 18), is **GRANTED**, and the Award, incorporated herein, is **CONFIRMED**. JUDGMENT is therefore rendered as follows:

1. AA shall have and recover damages from CAA for breach of contract in the amount of \$859,142.41;
2. Within twenty days of payment of the aforesaid sum to AA, CAA shall have and recover from AA an accounting as provided in the Award; and

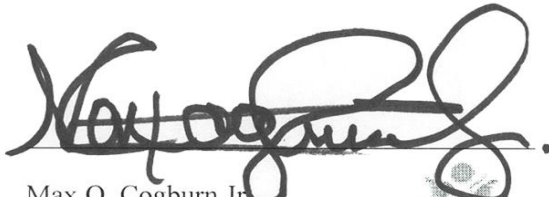
3. The administrative fees of the American Arbitration Association totaling \$24,650 and the compensation and expenses of the arbitrator totaling \$22,158.57 shall be split equally between the parties.

4. To the extent that the Court is granting the motion to affirm the arbitration award, the pending Motion to Vacate or, in the Alternative, Modify the Arbitration Award, filed by CAA, (Doc. No. 19), is **DENIED**.

5. The Motion to Expedite, filed by CAA, (Doc. No. 6), is **DENIED** as moot.

This Order fully resolves all matters that were submitted by the parties in the arbitration, with the exception of AA's federal trademark claim, which was dismissed without prejudice.

Signed: April 23, 2020



Max O. Cogburn Jr.
United States District Judge

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

Charleston Advancement Academy High)
 School,)

Plaintiff,)

vs.)

South Carolina Public Charter School)
 District,)

Defendant.)

C.A. No. _____

SUMMONS

TO: DEFENDANT ABOVE-NAMED

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the Complaint on the subscribers at their office, 914 Richland Street, Suite A-101, Columbia, South Carolina, 29201, within thirty (30) days after the service hereof, exclusive of the day of such service. In the event you fail to answer the Complaint in the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint, and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

TURNER & CAUDELL, LLC

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December 20, 2019
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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT

Charleston Advancement Academy High School,

Plaintiff,

vs.

South Carolina Public Charter School District

Defendant.

C.A. No. _____

COMPLAINT

Plaintiff, Charleston Advancement Academy High School (“CAA” or the “School”) complaining of the above-named Defendant, would respectfully show unto this Court:

PARTIES

1. CAA f/k/a Charleston Acceleration Academy is a nonprofit corporation and a public charter school organized under the laws of the State of South Carolina and sponsored by the Defendant as defined in the South Carolina Charter Schools Act of 1996, as amended (the “Act”). CAA is an Alternative Education Campus (“AEC”) as defined by the Act, and CAA established its guiding educational philosophy that all students, regardless of past academic performance or personal obstacles, are capable of graduating from high school ready to succeed in the job market or post-secondary education. CAA has two campuses, both located in Charleston, South Carolina.

2. Defendant South Carolina Public Charter School District (“SCPCSD”) is a charter school sponsor as defined by the Act. The SCPCSD has offices located in Charleston, South Carolina, sponsors charter schools located in Charleston, South Carolina, and regularly conducts its business in Charleston, South Carolina.

3. Jurisdiction and venue are proper in this Court.

FACTS

4. CAA was formed and is governed by an independent and autonomous Board of Directors pursuant to the Act and the South Carolina Nonprofit Corporation Act of 1994, as amended (the “Nonprofit Act”).

5. CAA’s mission is to provide a comprehensive high school education to at-risk students that leads to students’ attainment of a diploma, acceptance to college, or pursuit of a career, and culminates in each student having a positive impact in his or her community.

6. CAA submitted a charter application to the SCPCSD pursuant to the Act, which was approved by the SCPCSD on May 20, 2017, with CAA opening its school at the beginning of the 2018-2019 school year. Upon the approval of CAA’s charter application, the charter application constituted an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act. Additionally, pursuant to the Act, CAA and the SCPCSD entered into a charter contract on or around April 11, 2018, that defines the rights and responsibilities of each party.

7. On or around April 2, 2018, CAA entered into an Agreement with Acceleration Academies, LLC (“AA”), in which AA agreed to provide certain educational and operational services to CAA in exchange for compensation. The services AA contractually agreed to provide included developing and implementing a security plan to ensure the safety of all students and personnel. The agreement between CAA and AA states that “[i]n the event that a danger to student health, safety, or welfare exists, at the sole discretion of the School, this Agreement may be terminated immediately.”

8. In or around October 2019, CAA’s Board of Directors 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.

9. AA learned that the CAA Board was extremely upset about the safety violations that were not appropriately addressed or disclosed by AA, and in October 2019, AA preemptively

gave 180-day-notice of termination of its contract with CAA.

10. On October 30, 2019, CAA received a letter from the President of Trident Technical College, CAA's Landlord, outlining 24 safety violations that occurred on CAA's campus being leased from Trident Technical College, including numerous crimes that resulted in arrests. The letter concluded that while Trident Technical College was highly supportive of CAA's mission, "if significant change in the number of incidents does not occur over the next two months, we will have to proceed with notification of [CAA's lease] contract cancellation. We must ensure the safety and security of everyone at our college." (Exhibit A, October 30, 2019 letter from Mary Thornley, President of Trident Technical College.)

11. If Trident Technical College terminated CAA's lease mid-year, CAA would likely be forced to close down.

12. The CAA Board of Directors ("CAA Board") met on October 31, 2019 and voted unanimously to accept the termination tendered by AA and also to immediately terminate its contract with AA for just cause based on student welfare and safety concerns and violations pursuant to the terms of the contract, as outlined in paragraph 7 above. Additionally, CAA's approved charter application with the SCPCSD, which under the Act constitutes an agreement between CAA and the SCPCSD, 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," 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."

13. On November 4, 2019, a Demand for Arbitration was submitted to the American Arbitration Association by AA. CAA promptly filed counterclaims in the arbitration against AA. The purpose of the pending arbitration will be solely to determine whether either party is entitled to monetary amounts, as neither party is seeking or entitled to specific performance under the

contract.

14. Immediately after the contract with AA was terminated, CAA began developing a plan to replace the services provided by AA with the goal of minimizing disruption to students.

15. As examples, CAA retained Dr. Robert E. Bohnstengel as its Principal. Dr. Bohnstengel is an experienced South Carolina charter school leader and has the statutory authority and discretion to make hiring decisions pursuant to S.C. Code Ann. § 59-40-50(B). In addition, 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. Further, on November 11, 2019, CAA submitted a Charter Amendment Request to the SCPCSD removing AA from CAA’s charter.

16. On November 14, 2019, the CAA leadership team presented the proposed Charter Amendment Request to the SCPCSD Board of Trustees (“SCPCSD Board”) and outlined the steps that the CAA Board had taken to date to replace the services previously provided by AA.

17. Numerous representatives of AA showed up at the SCPCSD meeting. Additionally, CAA’s then-Director disregarded a directive from Dr. Bohnstengel and abandoned CAA’s campus in Charleston during the school day to attend the SCPCSD meeting. AA is not a party to CAA’s charter application or contract with the SCPCSD, and as outlined in the charter contract between CAA and the SCPCSD, AA is not a third-party beneficiary of CAA’s charter with the SCPCSD. Nonetheless, the SCPCSD Board gave AA and CAA’s then-director an opportunity to present to them, 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 for student safety and welfare concerns.

18. After hearing from AA and CAA’s then-Director, the SCPCSD Board voted to “Deny amendment and to maintain status quo until CAA presents a plan showing ability to immediately implement all activities in the charter with SCPCSD contract and EMO.” The

SCPCSD Board subsequently clarified that it was purporting to mandate that AA continue operating at CAA despite the CAA Board's vote to terminate its contractual agreement with AA for student safety and welfare concerns in accordance with the terms of the contract between CAA and AA and CAA's charter, as described above.

19. On November 15, 2019, CAA's Principal terminated CAA's then-Director for insubordination and for failing to report student safety and welfare concerns. CAA has at all times during its existence had statutory and contractual authority over CAA's employment and personnel matters. Specifically, Section 59-40-50(B)(6) of the Act mandates that the CAA Board have hiring authority over its administrative staff. Additionally, CAA's charter application states 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."

20. CAA's former director requested a termination hearing before the CAA Board, and the CAA Board granted and postponed the hearing pending a legal determination on the CAA Board of Director's right to independently and finally decide employment matters and termination hearings at CAA pursuant to S.C. Code Ann. § 59-40-60(F)(13) of the Act, which states that a charter school must have a termination procedure, including notice and a hearing before the governing body of the charter school.

21. On information and belief, the SCPCSD has never heard, much less overruled, an employee grievance or termination matter from any of the charter schools it sponsors, and to the extent that the SCPCSD has ever done so, it has not done so in recent years despite hundreds of employment matters arising each year in the charter schools it sponsors.

22. AA has since employed or otherwise retained the services of CAA's former Director.

23. Almost immediately after CAA terminated AA's contract and CAA's former

Director's employment, the CAA Board of Directors began receiving threatening letters from the SCPCSD Superintendent and SCPCSD Board Chair.

24. Specifically, between November 21, 2019, and December 5, 2019, CAA received three disruptive and perplexing letters from the SCPCSD Superintendent, Elliot Smalley, and from the SCPCSD Board Chair, John Payne, attempting to impose "sanctions short of revocation" as a result of CAA's decisions to terminate its contract with AA for student safety and welfare concerns and terminate the employment of its former director for insubordination and student safety and welfare concerns. The sanctions imposed by the SCPCSD Superintendent and Board Chair included the SCPCSD (a) withholding CAA's state and federal funding in violation of S.C. Code Ann. § 59-40-140(D), (b) restricting CAA's ability to spend any funds without the SCPCSD's permission, (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 as a CAA employee and requiring that CAA pay her pursuant to the contract between CAA and AA that CAA previously terminated, (g) mandating AA's ability to be on CAA's property against CAA's wishes, and (f) outlining additional measures that ultimately stripped the CAA Board of Directors and Principal of their authority to govern and administer CAA consistent with state law and CAA's charter with the SCPCSD.

25. The SCPCSD Superintendent and SCPCSD Board Chair also copied CAA's entire staff on the letters, which undermined the CAA Board's authority and devastated the ability of the CAA Board to work constructively with its staff to transition away from AA.

26. By letter dated December 6, 2019, CAA responded to the letters from the SCPCSD's Superintendent and SCPCSD Board Chair, expressed confusion over the SCPCSD's actions, and respectfully requested that the SCPCSD Board hold a special-called meeting as soon as possible to discuss CAA and its governance and operations moving forward.

27. The SCPCSD Board called and held a special-called meeting at CAA's request on December 13, 2019. During this meeting, the CAA Board orally and in writing requested the SCPCSD Board to support the CAA Board's authority to: 1) exercise its statutory, contractual, and fiduciary responsibilities governing the operation of CAA; 2) avoid substantial disruption and ensure the safety and welfare of CAA's at-risk student population; and 3) comply with the State of South Carolina's Safe Schools Climate Act.

28. Specifically, CAA asked the SCPCSD Board to affirm, among other things, the following (Exhibit B, December 13, 2019, Statement and attachments presented to the SCPCSD Board attached):

- a. 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."
- b. That 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."
- c. 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.

- d. 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 software and programs, nontangible assets of CAA, and student records pertaining to CAA, which are CAA’s property and must be maintained and readily available in a timely manner at CAA’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.
- e. That pursuant to Section 4.6(J) of the charter contract, AA is not a third-party beneficiary of CAA’s contract with the SCPCSD and has no right, pursuant to the charter, to be in the school.
- f. 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.

- g. 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.”
- h. 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.
- i. 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.
- j. 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.

29. After hearing from the CAA Board, the SCPCSD Board again decided to give representatives of AA, CAA’s former service provider, and CAA employees who were upset with the CAA Board’s decision to terminate AA a public audience to express their displeasure with the CAA Board, despite the fact that AA is not a party to or a third-party beneficiary of the charter

between CAA and the SCPCSD.

30. The SCPCSD Board then declined to affirm any of the CAA Board's statutory and contractual rights, as the CAA Board requested, and the SCPCSD Board issued an oral and written statement which, among other things, (a) mandated that AA continue providing services at CAA's campus pursuant to the existing charter, which the SCPCSD Board denied CAA's request to amend and remove AA on November 14, despite the charter specifically allowing CAA to terminate AA's contract, (b) affirmed the SCPCSD's purported authority over CAA's employment and personnel matters, and (c) restated the SCPCSD's intent to continue withholding federal and state funding from CAA.

31. With respect to the retention of CAA's funding, the SCPCSD Board's statement outlined its expectation that CAA "[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."

32. Section 59-40-55(C) of the Act provides that "[t]he 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 cost of overseeing its charter schools." In addition, Section 59-40-140(D) of the Act states that "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."

33. CAA has not received its funding from the SCPCSD since October 2019.

34. On the afternoon of Friday, December 13, following the SCPCSD Board meeting, the CEO of Prestige, CAA's outsourced financial services provider, responded to an email from the SCPCSD's legal counsel stating, "Just to clarify, our records reflect that the district has been withholding the monthly payment to the school. Ongoing funding will be necessary as the school continues to operate in order to fund payroll, operating expenses, etc. To date the school has had

a sufficient amount of reserve funds in the operating account to cover recent expenses, however those funds are being depleted quickly. The current cash balance is only 39% of what it was on October 23 (50 days elapsed) which is the date of the last EFA funding.” The SCPCSD has continued to retain CAA’s November funding and has asserted that CAA must submit individual invoices for the SCPCSD’s approval on a case-by-case basis for CAA to receive its federal and state funding.

35. Additionally, the relationship between the CAA Board and AA is now toxic and disputes are occurring daily at CAA’s campus instead of in an appropriate judicial forum. CAA has informed the SCPCSD of numerous disruptive actions by AA that have interfered with CAA’s educational program and operations. (Exhibit C, email to SCPCSD dated 12/20/19.) CAA has been unable to effectively address the disruptions because the SCPCSD has taken away CAA’s authority to control governance, operational, contract, and employment issues at CAA. Attempts by CAA to remove representatives of AA causing disruption at the school from campus have been met with resistance from the SCPCSD.

36. In summary, the SCPCSD has attempted to substitute itself, a charter school sponsor, and AA, a Chicago-based for-profit entity whose contract with CAA was terminated for safety concerns pursuant to its terms, as the entities responsible for governing and administering operations at CAA and remove 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. Further, the SCPCSD, CAA’s local education agency pursuant to the Act, has done so in a way that is not supportive of CAA and is adverse to CAA’s interests.

37. The SCPCSD is not better suited than the CAA Board of Directors to manage the operations and finances of the school. In fact, the SCPCSD has experienced its own significant operational deficiencies and is currently under investigation by several State investigative entities at the direct request of numerous South Carolina Legislators in connection with its operational

deficiencies. Additionally, the SCPCSD is retaining CAA's funding in violation of state law even though the SCPCSD itself has received numerous financial audit findings in recent years as a result of deficient financial practices, and on information and belief, the SCPCSD's CFO, who joined the SCPCSD just a few months ago, has already submitted his resignation to the SCPCSD.

FIRST CAUSE OF ACTION
(Breach of Contract Against the Defendant)

38. Plaintiff realleges paragraphs 1 through 37 above as if stated herein verbatim.

39. CAA's approved charter application, pursuant to § 59-40-60(A) of the Act, constitutes an agreement with the SCPCSD, and CAA and SCPCSD entered into a separate charter school contract, as defined by § 59-40-40(9) of the Act, on April 11, 2018.

40. CAA has complied with and performed its obligations under CAA's charter application and charter school contract in good faith.

41. The SCPCSD breached CAA's charter application and charter contract by not allowing the CAA Board to terminate its contract with AA, a Chicago-based for-profit entity whose contract with CAA was terminated pursuant to its terms, by not allowing CAA to remove AA from its property, by not approving CAA's charter amendment request allowing CAA to remove AA from its charter, by removing the statutory and contractual authority of the CAA Board of Directors to govern and control CAA's own contracts, employees, and property, and by retaining CAA's federal and state funding.

42. The SCPCSD is in material breach of contract in the following particulars:

- a. By interfering with the CAA Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School in contravention of Section 4.6(A) of the charter contract;
- b. By attempting to take away from CAA and give itself authority over employment and personnel decisions related to CAA's employees that

should be made solely in the CAA Board's discretion as the employer, an independent charter school and nonprofit corporation, and by requiring the CAA Board to reinstate the former CAA Director who has been working at the school against CAA's wishes as a representative of AA;

- c. By dictating to CAA that previously terminated School employees and contractor representatives must be allowed to enter CAA's leased facilities against CAA's wishes resulting in substantial disruptions at school, despite neither the SCPCSD nor AA having any property or leasehold interests in CAA's property;
- d. By retaining all state and federal funds owed to CAA in direct contravention of S.C. Code Ann. § 59-40-55(C);
- e. By not dispersing the proportional share of state and federal funds owed to CAA within ten business days of receiving such funds in direct contravention of S.C. Code Ann. § 59-40-140(D);
- f. By imposing sanctions short of revocation without due process or compliance with State Constitutional requirements;
- g. By imposing sanctions short of revocation that unduly inhibit the autonomy granted to CAA under the Act in contravention of S.C. Code Ann. § 59-40-55(B)(5), which states that "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";
- h. By maintaining its position that the SCPCSD and AA ultimately control

governance and operational issues at the school; and

- i. By violating the implied covenant of good faith and fair dealing.

43. As a result of the SCPCSD's breaches of contract, Plaintiff has suffered damages, including but not limited to exposure in the dispute between AA and CAA, and Plaintiff is entitled to damages in an amount to be determined at trial, costs and attorneys' fees pursuant to S.C. Code Ann. § 15-77-300, and other appropriate legal and equitable relief. Additionally, CAA is entitled to injunctive relief preventing Defendant from further denying its due process rights.

SECOND CAUSE OF ACTION

(Violation of Due Process Under Article I, § 22 of The Constitution of South Carolina)

44. Plaintiff realleges paragraphs 1 through 43 above as if stated verbatim herein.

45. Article I, Section 22 of The Constitution of the State of South Carolina provides:

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

46. As a nonprofit corporation and citizen of South Carolina, CAA is guaranteed the right to notice and an opportunity to be heard before a fair and impartial administrative body.

47. CAA has fundamental property and liberty interests in operating as a public charter school, including but not limited to the ability to freely contract with vendors and employees, obtain and spend funds in furtherance of the school, and exercise control over its facilities.

48. The SCPCSD violated the rights guaranteed to CAA by Article I, Section 22 in the following particulars:

- a. Forming opinions prior to the November 14, 2019 and December 13, 2019 meetings about actions taken by the CAA Board to terminate its contract with AA and sanctions imposed by the SCPCSD;
- b. Allowing the SCPCSD Superintendent and the SCPCSD Board Chair to

- both prosecute and adjudicate sanctions short of revocation against CAA;
- c. Issuing sanctions that deprived CAA of its liberty and property interests without a hearing before and a vote of the SCPCSD Board of Directors on such proposed sanctions;
- d. Considering *ex parte* information received from AA outside of a formal hearing in its decision to impose sanctions short of revocation on CAA; and
- e. Denying CAA's legal counsel the opportunity to speak before the SCPCSD Board of Trustees at its meeting on December 13, 2019, which ultimately resulted in the SCPCSD Board of Trustees issuing a statement and affirming sanctions against CAA.

49. Defendant's actions exhibit bias against CAA and have denied CAA from receiving a fair and impartial adjudication.

50. Because Defendant did not provide CAA with a fair and impartial adjudication of its issues, CAA has been denied due process as guaranteed by the Constitution.

51. As a direct and proximate result of Defendant's actions, CAA has suffered damages, including but not limited to exposure in CAA's dispute with AA, and CAA is entitled to recover such damages in an amount to be determined at trial, attorneys' fees pursuant to S.C. Code Ann § 15-77-300, and the costs associated with this action. Additionally, CAA is entitled to injunctive relief preventing Defendant from further denying its due process rights.

THIRD CAUSE OF ACTION **(Declaratory Judgment)**

52. Plaintiff realleges paragraphs 1 through 51 above as if stated herein verbatim.

53. CAA and SCPCSD have a valid and binding agreement consisting of CAA's charter application and the charter contract.

54. CAA is entitled to declaratory relief from this Honorable Court that declares the following:

- a. That the CAA Board of Directors has the statutory and contractual authority to govern and control its own contracts, employees, and property, and to receive all federal and state funding from the SCPCSD being withheld pursuant to the Act.
- b. That the SCPCSD has the statutory and contractual authority to conduct or require oversight activities, but only if those activities are consistent with the Act, adhere to the terms of the charter contract, and do not unduly inhibit the autonomy granted to public schools.
- c. That SCPCSD is to express its expectation that AA shall cooperate to ensure that the CAA Board of Directors be given possession of property purchased with CAA's funds, CAA's financial records, CAA's personnel records, CAA's student records, CAA's data, educational and technology software and programs utilized by CAA, and non-tangible assets of CAA, so that CAA may fulfill its statutory and contractual obligations and implement services to replace those provided by AA.

WHEREFORE, Plaintiff prays that this Court:

- A) Issue a declaratory judgment affirming the rights of Plaintiff as stated in herein;
- B) Enjoin Defendant from engaging in any of the unlawful acts forming the Breach of Contract and Due Process causes of action;
- C) Order such other declaratory and equitable relief as the Court deems proper in the circumstances;
- D) Enter a judgment against the Defendant in an appropriate amount of actual and compensatory damages to be determined by a jury, as well as the costs of this action, attorneys' fees pursuant to S.C. Code Ann. § 15-77-300, and other damages deemed appropriate by a jury.

Respectfully submitted,

TURNER & CAUDELL, LLC

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Attorneys for Plaintiffs

December 20, 2019

October 30, 2019

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

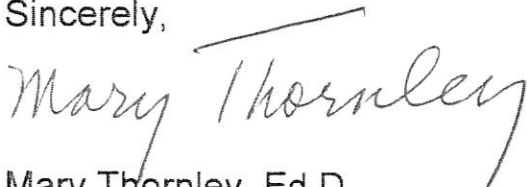
Dear Ms. Deif:

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 | 17TH FLOOR
 1320 MAIN STREET | 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:

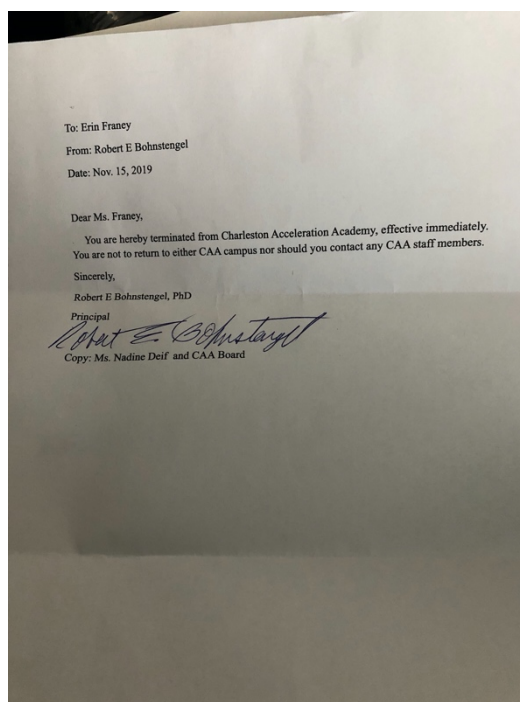
- Erin Franey's employment was immediately terminated. (By "Bob Bohnstengel, Principal. See below.) I know of no CAA Board meeting authorizing this disruption.)
- "Principal" Bob Bohnstengel instructed faculty and students this morning— after terminating Erin's employment— that he is now "acting principal." (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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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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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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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:
John Payne, Chair
Cyndi Mosteller, Vice Chair
Kathleen Bounds, Secretary
Keith Callicutt, PhD
Kip D. Miller
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

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

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

Charleston Advancement Academy High School,

Plaintiff,

vs.

South Carolina Public Charter School District,

Defendant.

C.A. No. _____

**PLAINTIFF'S MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

1. Please take notice that on December 20, 2019, or as soon thereafter as it may be heard, Plaintiff, Charleston Advancement Academy High School (“CAA” or the “School”) f/k/a Charleston Acceleration Academy, will move this Honorable Court 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) CAA’s charter application, which constitutes an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act, and (3) 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) 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 (3) the charter contract executed on or around April 11, 2018.

Most urgently, CAA has not received its funding from the SCPCSD since October 2019, and the SCPCSD continues to withhold CAA’s proportion of state and federal funding, in direct violation S.C. Code Ann. § 59-40-55(C) and § 59-40-140(D). The SCPCSD is requiring that CAA “[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.” The CEO of Prestige School Solutions (“Prestige”), a well-established charter school financial services provider, confirmed that CAA is having to rely on its cash reserves in lieu of the funds impermissibly withheld by the SCPCSD; however, CAA’s reserve funds are being depleted quickly. 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 continues to withhold CAA’s allocated funding, 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 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. 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, during its December 13, 2019 meeting, the SCPCSD Board affirmed a mandate that AA continue providing services at CAA’s campus pursuant to the existing charter, despite the charter specifically allowing CAA to terminate AA’s contract. 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 A, letter to SCPCSD dated December 20, 2019.) Additionally, in an arbitration proceeding between CAA and AA, AA has relied on prior actions and letters by the SCPCSD Superintendent and Staff, which purported to strip away the CAA Board’s authority to govern and administer its school, to assert rights against CAA, including the right to continue serving CAA and being present on CAA’s property.

Further, the CAA Board hired Dr. Robert E. Bohnstengel, an experienced and talented school administrator, as CAA’s new Principal, who terminated CAA’s former Director for multiple instances of insubordination and for failure to report student safety concerns. Thereafter, the SCPCSD instructed CAA to reinstate its former Director, and AA hired 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. Without injunctive relief enjoining the SCPCSD from acting in a manner that is inconsistent with Section 4.6(A) of the charter contract between the SCPCSD Board and the CAA Board and CAA’s

authority to make employment decisions for the School as set forth in the Act, CAA will be unable to manage its employees 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 Complaint, which is filed contemporaneously and incorporated herein by reference, for the reasons stated in the 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 the School 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 has failed to distribute any state per pupil funding to the School since October 2019. This action not only represents a material breach of the charter contract but it is in direct violation of § 59-40-55(C) and § 59-40-140(D).

Further, the SCPCSD is in breach of its contract with CAA by usurping control of contractual and employment matters from CAA. 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 the CAA acted within its contractually defined rights to terminate CAA's contract with AA, the SCPCSD is requiring 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 both 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 is entitled to appear on CAA's property and continue providing services 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, that 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 them 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 inconsistent with the 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 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 remove 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 all federal and state funding owned, 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 terminated vendor.

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,

TURNER & CAUDELL, LLC

By: s/Tyler R. Turner
 Tyler R. Turner, Federal Bar No. 10847
 Mary Allison Caudell, Federal Bar No. 11837

tturner@turnercaudell.com
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(803) 898-9708

Attorneys for Plaintiff

December 20, 2019

Columbia, South Carolina

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.

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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

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

Charleston Advancement Academy High)
School,)
Plaintiff,) C.A. No. 2019-CP-10-06592
vs.)
South Carolina Public Charter School)
District,)
Defendant.)

AMENDED SUMMONS

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Amended Complaint on the below subscribed attorney at his office at 97 Broad Street, Charleston, South Carolina 29401 within thirty (30) days after the service hereof exclusive of the day of such service; and if you fail to answer the Amended Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this action.

Respectfully submitted,

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Attorneys for Plaintiff

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.	)	AMENDED COMPLAINT
	)	
South Carolina Public Charter School District,	)	
	)	
Defendant.	)	

Plaintiff, Charleston Advancement Academy High School (“CAA” or the “School”) complaining of the above-named Defendant, would respectfully show unto this Court:

PARTIES

1. CAA f/k/a Charleston Acceleration Academy is a nonprofit corporation and a public charter school organized under the laws of the State of South Carolina, including the South Carolina Charter Schools Act of 1996, as amended (the “Act”), and the South Carolina Nonprofit Act of 1994, as amended (the “Nonprofit Act”). CAA is sponsored, as defined in the Act, by the South Carolina Public Charter School District (“SCPCSD”). CAA is an Alternative Education Campus (“AEC”) as defined by the Act, and CAA established its guiding educational philosophy that all students, regardless of past academic performance or personal obstacles, are capable of graduating from high school ready to succeed in the job market or post-secondary education. CAA has two campuses, both located in Charleston, South Carolina.

2. Defendant SCPCSD is a charter school sponsor as defined by the Act. The SCPCSD has offices located in Charleston, South Carolina, sponsors charter schools located in Charleston, South Carolina, and regularly conducts its business in Charleston, South Carolina.

3. Jurisdiction and venue are proper in this Court.

FACTS

4. CAA was formed and is governed by an independent and autonomous Board of Directors pursuant to the Act and the Nonprofit Act.

5. CAA's mission is to provide a comprehensive high school education to at-risk students that leads to students' attainment of a diploma, acceptance to college, or pursuit of a career, and culminates in each student having a positive impact in his or her community.

6. Pursuant to the Act and the Nonprofit Act, CAA is statutorily empowered to make its own employment decisions, contract for services, and acquire and manage its own property. 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 teaching 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(7) (empowering CAA to make contracts); S.C. Code Ann. § 33-31-302(11) (empowering CAA to hire employees, define their duties, and fix their compensation).

7. Defendant SCPCSD was established by the Act. S.C. Code Ann. § 59-40-220. The Act does not give the SCPCSD any authority to make employment, contract, or property decisions for charter schools that it sponsors, including CAA. Instead, the Act gives the SCPCSD the

authority to conduct oversight activities that enable the SCPCSD to fulfill its own responsibilities under the Act, but only if those 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. § 59-50-50(B)(5). Those oversight activities may include taking appropriate corrective actions or exercising sanctions short revocation, such as requiring a school to develop and execute a corrective action plan. S.C. Code Ann. § 59-40-50(B)(8).

8. CAA submitted a charter application to the SCPCSD pursuant to the Act, which was approved by the SCPCSD on May 20, 2017, with CAA opening its school at the beginning of the 2018-2019 school year. Upon the approval of CAA's charter application, the charter application constituted an agreement between CAA and the SCPCSD pursuant to Section 59-40-60(A) of the Act. Additionally, pursuant to the Act, CAA and the SCPCSD entered into a charter contract on or around April 11, 2018, that defines the rights and responsibilities of each party. (Exhibit A, Charter Application and Charter Contract.)

9. On or around April 2, 2018, CAA entered into an Agreement with Acceleration Academies, LLC ("AA"), in which AA agreed to provide certain educational and operational services to CAA in exchange for compensation. The services AA contractually agreed to provide included developing and implementing a security plan to ensure the safety of all students and personnel. The agreement between CAA and AA states that "[i]n the event that a danger to student health, safety, or welfare exists, at the sole discretion of the School, this Agreement may be terminated immediately."

10. In or around October 2019, CAA's Board of Directors 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.

11. AA learned that the CAA Board was extremely upset about the safety violations that were not appropriately addressed or disclosed by AA, and in October 2019, AA preemptively

gave 180-day-notice of termination of its contract with CAA.

12. On October 30, 2019, CAA received a letter from the President of Trident Technical College, CAA's Landlord, outlining 24 safety violations that occurred on CAA's campus being leased from Trident Technical College, including numerous crimes that resulted in arrests. The letter concluded that while Trident Technical College was highly supportive of CAA's mission, "if significant change in the number of incidents does not occur over the next two months, we will have to proceed with notification of [CAA's lease] contract cancellation. We must ensure the safety and security of everyone at our college." (Exhibit B, October 30, 2019 letter from Mary Thornley, President of Trident Technical College.)

13. If Trident Technical College terminated CAA's lease mid-year, CAA would likely be forced to close its school, which would be extremely disruptive to students and their families.

14. The CAA Board of Directors ("CAA Board") met on October 31, 2019 and voted unanimously to accept the termination tendered by AA and also to immediately terminate its contract with AA for just cause based on student welfare and safety concerns and violations pursuant to the terms of the contract.. CAA's approved charter application with the SCPCSD, which under the Act constitutes an agreement between CAA and the SCPCSD, 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," 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."

15. On November 4, 2019, a Demand for Arbitration was submitted to the American Arbitration Association by AA. CAA promptly filed counterclaims in the arbitration against AA. The purpose of the pending arbitration is to determine whether either party is entitled to monetary amounts, as neither party is entitled to specific performance under the contract.

16. Immediately after the contract with AA was terminated, CAA began developing a

plan to replace the services provided by AA with the goal of minimizing disruption to students.

17. For example, CAA retained Dr. Robert E. Bohnstengel as its Principal. Dr. Bohnstengel is an experienced South Carolina charter school leader. In addition, 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. On November 11, 2019, CAA submitted a Charter Amendment Request to the SCPCSD removing AA from CAA’s charter.

18. On November 14, 2019, the CAA leadership team presented the proposed Charter Amendment Request to the SCPCSD Board of Trustees (“SCPCSD Board”) and outlined the steps that the CAA Board had taken to date to replace the services previously provided by AA.

19. Numerous representatives of AA showed up at the SCPCSD meeting. Additionally, CAA’s then-Director, Erin Franey, disregarded a directive from Dr. Bohnstengel and abandoned CAA’s campus in Charleston during the school day to attend the SCPCSD meeting. AA is not a party to CAA’s charter application or contract with the SCPCSD, and as outlined in the charter contract between CAA and the SCPCSD, AA is not a third-party beneficiary of CAA’s charter with the SCPCSD. Nonetheless, the SCPCSD Board gave AA and CAA’s then-director an opportunity to present to them, 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 for student safety and welfare concerns.

20. After hearing from AA and CAA’s then-Director, the SCPCSD Board voted to “Deny amendment and to maintain status quo until CAA presents a plan showing ability to immediately implement all activities in the charter with SCPCSD contract and EMO.” The SCPCSD Board subsequently clarified that it was purporting to mandate that CAA permit AA to continue operating at CAA despite the CAA Board’s vote to terminate its contractual agreement with AA immediately for student safety and welfare concerns in accordance with the terms of the

contract between CAA and AA, CAA's charter with the SCPCSD, and CAA's authority and powers under the Act and Nonprofit Act, as described herein.

21. On November 15, 2019, CAA's Principal, Dr. Bohnstengel, terminated CAA's then-Director, Erin Franey, for insubordination (e.g. abandoning CAA's campus during the school day on November 14, 2019 in direct contravention to Dr. Bohnstengel's directive) and for failing to report student safety and welfare concerns. CAA has at all times during its existence had statutory and contractual authority over CAA's employment and personnel matters. Specifically, Section 59-40-50(B)(6) of the Act mandates that the CAA Board have hiring discretion over CAA's administrative staff. Additionally, CAA's charter application states 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."

22. CAA's former director requested a termination hearing before the CAA Board, and the CAA Board granted and postponed the hearing pending a legal determination on the CAA Board of Director's right to independently and finally decide employment matters and termination hearings at CAA pursuant to S.C. Code Ann. § 59-40-60(F)(13) of the Act, which states that a charter school must have a termination procedure, including notice and a hearing before the governing body of the charter school.

23. On information and belief, the SCPCSD has never heard, much less overruled, an employee grievance or termination matter from any of the charter schools it sponsors, and to the extent that the SCPCSD has ever done so in contravention of State law, it has not done so in recent years despite hundreds of employment matters arising each year in the charter schools it sponsors.

24. After CAA terminated Ms. Franey, AA employed or otherwise retained her services and sought to have her continue working on CAA's campus pursuant to the SCPCSD's purported mandate that CAA continue working with AA.

25. Almost immediately after CAA terminated AA's contract and Erin Franey's employment, the CAA Board of Directors began receiving threatening letters from the SCPCSD Superintendent and SCPCSD Board Chair.

26. Specifically, between November 21, 2019, and December 5, 2019, CAA received three disruptive and perplexing letters from the SCPCSD Superintendent, Elliot Smalley, and from the SCPCSD Board Chair, John Payne, attempting to impose "sanctions short of revocation" as a result of CAA's decisions to terminate its contract with AA for student safety and welfare concerns and terminate Erin Franey's employment for insubordination and student safety and welfare concerns. The sanctions imposed by the SCPCSD Superintendent and Board Chair included the SCPCSD (a) withholding CAA's state and federal funding in violation of S.C. Code Ann. § 59-40-140(D), (b) restricting CAA's ability to spend any funds without the SCPCSD's permission, (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 as a CAA employee and requiring that CAA pay her pursuant to the contract between CAA and AA that CAA previously terminated, (g) mandating AA's ability to be on CAA's property against CAA's wishes, and (f) outlining additional measures that ultimately stripped the CAA Board of Directors and Principal of their authority to govern and administer CAA consistent with state law and CAA's charter with the SCPCSD.

27. The SCPCSD Superintendent and SCPCSD Board Chair also copied CAA's entire staff on the letters, which undermined the CAA Board's authority and devastated the ability of the CAA Board to work constructively with its staff to transition away from AA.

28. By letter dated December 6, 2019, CAA responded to the letters from the SCPCSD's Superintendent and SCPCSD Board Chair, expressed confusion over the SCPCSD's actions, and respectfully requested that the SCPCSD Board hold a special-called meeting as soon as possible to discuss CAA and its governance and operations moving forward.

29. The SCPCSD Board called and held a special-called meeting at CAA's request on December 13, 2019. During this meeting, the CAA Board orally and in writing requested the SCPCSD Board to support the CAA Board's authority to: 1) exercise its statutory, contractual, and fiduciary responsibilities governing the operation of CAA; 2) avoid substantial disruption and ensure the safety and welfare of CAA's at-risk student population; and 3) comply with the State of South Carolina's Safe Schools Climate Act.

30. Specifically, CAA asked the SCPCSD Board to affirm, among other things, the following (Exhibit C, December 13, 2019, Statement and attachments presented to the SCPCSD Board attached):

- a. 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."
- b. That 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."
- c. 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.

- d. 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 software and programs, nontangible assets of CAA, and student records pertaining to CAA, which are CAA’s property and must be maintained and readily available in a timely manner at CAA’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.
- e. That pursuant to Section 4.6(J) of the charter contract, AA is not a third-party beneficiary of CAA’s contract with the SCPCSD and has no right, pursuant to the charter, to be in the school.
- f. 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.

- g. 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.”
- h. 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.
- i. 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.
- j. 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.

31. After hearing from the CAA Board, the SCPCSD Board again decided to give representatives of AA, CAA’s former service provider, and CAA employees who were upset with the CAA Board’s decision to terminate AA a public audience to express their displeasure with the CAA Board, despite the fact that AA is not a party to or a third-party beneficiary of the charter

between CAA and the SCPCSD.

32. The SCPCSD Board then declined to affirm any of the CAA Board's statutory and contractual rights, as the CAA Board requested, and the SCPCSD Board issued an oral and written statement which, among other things, (a) mandated that AA continue providing services at CAA's campus pursuant to the existing charter, which the SCPCSD Board denied CAA's request to amend and remove AA on November 14, despite the charter specifically allowing CAA to terminate AA's contract, (b) affirmed the SCPCSD's purported authority over CAA's employment and personnel matters, and (c) restated the SCPCSD's intent to continue withholding federal and state funding from CAA. (Exhibit D, Statement Issued by SCPCSD Board on December 13, 2019.)

33. With respect to the retention of CAA's funding, Section 59-40-55(C) of the Act provides that "[t]he 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 cost of overseeing its charter schools." In addition, Section 59-40-140(D) of the Act states that "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."

34. Only after CAA filed its original Complaint in this matter against the SCPCSD on December 20, 2019 and the SDE threatened to fine the SCPCSD for withholding CAA's funding did the SCPCSD agree to release CAA's November 2019 and December 2019 funding on December 2019. However, in doing so, the SCPCSD took the position that withholding CAA's funding was not illegal or improper and was within the SCPCSD's authority. The SCPCSD maintains that moving forward it is authorized to withhold CAA's funding as it deems appropriate as a sanction short of revocation.

35. Additionally, AA submitted the SCPCSD's letters imposing sanctions on CAA to the out-of-state arbitrator in the dispute between AA and CAA and requested injunctive relief

against CAA.

36. The arbitrator, relying on the SCPCSD's letters and the SCPCSD's legal authority to issue the sanctions stated in the SCPCSD's letters, granted AA injunctive relief, which 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 a public school to itself and a Chicago-based for-profit contractor. (Exhibit E, Arbitration Order.)

37. Additionally, the relationship between the CAA Board and AA is now toxic and disputes are occurring daily at CAA's campus instead of in an appropriate judicial forum. CAA has informed the SCPCSD of numerous disruptive actions by AA that have interfered with CAA's educational program and operations. (Exhibit F, email to SCPCSD dated 12/20/19.) CAA has been unable to effectively address the disruptions because the SCPCSD has taken away CAA's authority to control governance, operational, contract, and employment issues at CAA. Attempts by CAA to remove representatives of AA causing disruption at the school from campus have been met with resistance from the SCPCSD.

38. CAA has continued to request that the SCPCSD recognize the statutory and contractual authority of the CAA Board, and the SCPCSD has continued to refuse to recognize such authority. (Exhibit G, CAA Letter and Transition Plan submitted to the SCPCSD on January 9, 2020.) The SCPCSD has continued to take the position that AA and Ms. Franey are responsible for managing and operating CAA's school, even though 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.

39. In summary, the SCPCSD has attempted to substitute itself, a charter school sponsor, and AA, a Chicago-based for-profit contractor whose contract with CAA was terminated for safety concerns pursuant to its terms, as the entities responsible for governing and administering operations at CAA and remove 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. Further, the SCPCSD, CAA's local education agency pursuant to the Act, has done so in a way that is not supportive of CAA and is adverse to CAA's interests.

40. The SCPCSD is not better suited than the CAA Board of Directors to manage the operations and finances of the school. In fact, the SCPCSD has experienced its own significant operational deficiencies and is currently under investigation by several State investigative entities at the direct request of numerous South Carolina Legislators in connection with its operational deficiencies. Additionally, the SCPCSD is retaining CAA's funding in violation of state law even though the SCPCSD itself has received numerous financial audit findings in recent years as a result of deficient financial practices, and on information and belief, the SCPCSD's CFO, who joined the SCPCSD just a few months ago, has already submitted his resignation to the SCPCSD.

FIRST CAUSE OF ACTION
(Breach of Contract Against the Defendant)

41. Plaintiff realleges paragraphs 1 through 39 above as if stated herein verbatim.

42. CAA's approved charter application, pursuant to § 59-40-60(A) of the Act, constitutes an agreement with the SCPCSD, and CAA and SCPCSD entered into a separate charter school contract, as defined by § 59-40-40(9) of the Act, on April 11, 2018.

43. CAA has complied with and performed its obligations under CAA's charter application and charter school contract in good faith.

44. The SCPCSD breached CAA's charter application and charter contract by not allowing the CAA Board to terminate its contract with AA, a Chicago-based for-profit contractor whose contract with CAA was terminated pursuant to its terms, by not allowing CAA to remove

AA from its property, by not approving CAA's charter amendment request allowing CAA to remove AA from its charter, by removing the statutory and contractual authority of the CAA Board of Directors to govern and control CAA's own contracts, employees, and property, and by retaining CAA's federal and state funding.

45. The SCPCSD is in material breach of contract in the following particulars:

- a. By interfering with the CAA Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School in contravention of Section 4.6(A) of the charter contract;
- b. By attempting to take away from CAA and give itself authority over employment and personnel decisions related to CAA's employees that should be made solely in the CAA Board's discretion as the employer, an independent charter school and nonprofit corporation, and by requiring the CAA Board to reinstate the former CAA Director who has been working at the school against CAA's wishes as a representative of AA;
- c. By dictating to CAA that previously terminated School employees and contractor representatives must be allowed to enter CAA's leased facilities against CAA's wishes resulting in substantial disruptions at school, despite neither the SCPCSD nor AA having any property or leasehold interests in CAA's property;
- d. By retaining all state and federal funds owed to CAA in direct contravention of S.C. Code Ann. § 59-40-55(C);
- e. By not dispersing the proportional share of state and federal funds owed to CAA within ten business days of receiving such funds in direct contravention of S.C. Code Ann. § 59-40-140(D);
- f. By imposing sanctions short of revocation without due process or

compliance with State Constitutional requirements;

- g. By imposing sanctions short of revocation that unduly inhibit the autonomy granted to CAA under the Act in contravention of S.C. Code Ann. § 59-40-55(B)(5), which states that “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”;
- h. By maintaining its position that the SCPCSD and AA ultimately control governance and operational issues at the school; and
- i. By violating the implied covenant of good faith and fair dealing.

46. As a result of the SCPCSD’s breaches of contract, Plaintiff has suffered damages, including but not limited to exposure in the dispute between AA and CAA, and Plaintiff is entitled to damages in an amount to be determined at trial, costs and attorneys’ fees pursuant to S.C. Code Ann. § 15-77-300, and other appropriate legal and equitable relief. Additionally, CAA is entitled to injunctive relief preventing Defendant from further denying its due process rights.

SECOND CAUSE OF ACTION

(Violation of Due Process Under Article I, § 22 of The Constitution of South Carolina)

47. Plaintiff realleges paragraphs 1 through 43 above as if stated verbatim herein.

48. Article I, Section 22 of The Constitution of the State of South Carolina provides:

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

49. As a nonprofit corporation and citizen of South Carolina, CAA is guaranteed the

right to notice and an opportunity to be heard before a fair and impartial administrative body.

50. CAA has fundamental property and liberty interests in operating as a public charter school, including but not limited to the ability to freely contract with vendors and employees, obtain and spend funds in furtherance of the school, and exercise control over its facilities.

51. The SCPCSD violated the rights guaranteed to CAA by Article I, Section 22 in the following particulars:

- a. Forming opinions prior to the November 14, 2019 and December 13, 2019 meetings about actions taken by the CAA Board to terminate its contract with AA and sanctions imposed by the SCPCSD;
- b. Allowing the SCPCSD Superintendent and the SCPCSD Board Chair to both prosecute and adjudicate sanctions short of revocation against CAA;
- c. Issuing sanctions that deprived CAA of its liberty and property interests without a hearing before and a vote of the SCPCSD Board of Directors on such proposed sanctions;
- d. Considering *ex parte* information received from AA outside of a formal hearing in its decision to impose sanctions short of revocation on CAA; and
- e. Denying CAA's legal counsel the opportunity to speak before the SCPCSD Board of Trustees at its meeting on December 13, 2019, which ultimately resulted in the SCPCSD Board of Trustees issuing a statement and affirming sanctions against CAA.

52. Defendant's actions exhibit bias against CAA and have denied CAA from receiving a fair and impartial adjudication.

53. Because Defendant did not provide CAA with a fair and impartial adjudication of its issues, CAA has been denied due process as guaranteed by the Constitution.

54. As a direct and proximate result of Defendant's actions, CAA has suffered

damages, including but not limited to exposure in CAA's dispute with AA, and CAA is entitled to recover such damages in an amount to be determined at trial, attorneys' fees pursuant to S.C. Code Ann § 15-77-300, and the costs associated with this action. Additionally, CAA is entitled to injunctive relief preventing Defendant from further denying its due process rights.

THIRD CAUSE OF ACTION
(Declaratory Judgment)

55. Plaintiff realleges paragraphs 1 through 51 above as if stated herein verbatim.

56. CAA and SCPCSD have a valid and binding agreement consisting of CAA's charter application and the charter contract.

57. CAA is entitled to declaratory relief from this Honorable Court that declares the following:

- a. That the CAA Board of Directors has the statutory and contractual authority to govern and control its own contracts, employees, and property, and to receive all federal and state funding from the SCPCSD being withheld pursuant to the Act, and that any Order issued by an arbitrator in a dispute between CAA and AA cannot remove or restrict the authority granted to CAA under South Carolina law or CAA's charter contract with the SCPCSD.
- b. That the SCPCSD has statutory and contractual authority to conduct or require oversight activities, but only if those activities are consistent with the Act, adhere to the terms of the charter contract, and do not unduly inhibit the autonomy granted to public schools.
- c. That SCPCSD is to express its expectation that AA shall cooperate to ensure that the CAA Board of Directors be given possession of property purchased or leased with CAA's funds, CAA's financial records, CAA's personnel records, CAA's student records, CAA's data, educational and technology

software and programs utilized by CAA, and non-tangible assets of CAA, so that CAA may fulfill its statutory and contractual obligations and implement services to replace those provided by AA.

WHEREFORE, Plaintiff prays that this Court:

- A) Issue a declaratory judgment affirming the rights of Plaintiff as stated in herein;
- B) Enjoin Defendant from engaging in any of the unlawful acts forming the Breach of Contract and Due Process causes of action;
- C) Order such other declaratory and equitable relief as the Court deems proper in the circumstances;
- D) Enter a judgment against the Defendant in an appropriate amount of actual and compensatory damages to be determined by a jury, as well as the costs of this action, attorneys' fees pursuant to S.C. Code Ann. § 15-77-300, and other damages deemed appropriate by a jury.

Respectfully submitted,

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Attorneys for Plaintiff

January 23, 2020

Charleston, South Carolina



SOUTH CAROLINA STATE DEPARTMENT OF EDUCATION

South Carolina Public Charter School Application

Cover Page

Applicant Information

Name of Proposed Charter School: Pathways In Education–South Carolina
 Mailing Address (*if known*): 1643B Savannah Hwy #119
 City: Charleston
 State: South Carolina
 Zip Code: 29407
 Name of Applicant Group: Pathways In Education
 FEIN: [Click here to enter text.](#)

Contact Information

Enter the name and contact information for the person to be contacted regarding this application.

Title: (select one) Mr.
 First Name: Tom
 Last Name: Ducker
 Title/Position: Charter School Committee Chair
 Mailing Address: 111 Dunbury Dr.
 City: Summerville
 State: South Carolina
 Zip Code: 29484
 Phone Number: (843) 532-9369
 Cell Number: [Click here to enter text.](#)
 E-mail: duckert@bellsouth.net
 Fax Number: [Click here to enter text.](#)

Additional Information About Proposed Charter School

Grade levels during opening year: 9-12
 Grade levels at full student matriculation: 9-12
 Sponsor Name: South Carolina Public Charter School District

A brief description of the proposed charter school's philosophy for educating students

Charleston Acceleration Academy's (CAA's) guiding educational philosophy of is that all students, regardless of past academic performance or personal obstacles, are capable of graduating from high school ready to succeed in the job market or post-secondary education. CAA will employ student-focused, competent, and compassionate teachers who have high expectations for all students and are trained to provide each student with a secondary education that prepares them for post-secondary success. CAA will operate on the premise that students who are disengaged from school will become re-engaged once they are in a supportive environment where teachers believe in each student's ability to achieve, maintain high academic and behavioral standards, and work in partnership with the student to develop academic confidence.

Plan to provide new, innovative, and more flexible ways to educate children

Charleston Acceleration Academy will establish an Alternative Education Campus (AEC) which will level the playing field for North Charleston's youth. CAA will serve students who have become disengaged from school and no longer possess the confidence to enter a classroom ready to learn, especially if a student has had a break in school attendance. CAA will operate a flexible school model wherein each student's path towards graduation is specific to their learning and personal need. Teachers will determine students' strengths and will build upon those strengths and develop plans to enable students to meet their academic goals.

CAA'S blended educational model will be implemented using a combination of three different instructional platforms: 1) Direct Instruction (DI), 2) Guided Independent Study (GIS), and 3) Online Learning (OL). CSA'S teachers and students will work together to structure an individualized academic plan for the student to follow while enrolled at CAA. The individualized academic plan will identify needed courses and suggest an instructional model for each course that best suits each student's learning style and need.

Key programmatic features Charleston Acceleration Academy will implement in order to accomplish its mission

The mission of CAA is to provide a comprehensive alternative high school 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 mission of CAA will be achieved through offering a variety of instructional strategies to implement the educational philosophy. Teachers will develop a deep understanding of each student's current academic abilities, outside obligations that may interfere with academic growth, and long-term academic and personal goals.

Explanation of how Charleston Acceleration Academy will close achievement gaps

As an Alternative Education Campus, CAA will close the achievement gap by serving students identified as high-risk in accordance with South Carolina Code Section 59-40- 111(A)(3)(a-l) and at-risk in accordance with South Carolina Department of Education Regulation R 43-274.1. Charleston Acceleration Academy will locate in North Charleston and will recruit and enroll a high minority student population. Data indicates that a significant portion of CAA's students will qualify for the National School Lunch Program as well.

Unique features of Charleston Acceleration Academy

Charleston Acceleration Academy will incorporate a variety of unique educational and school design features strategically developed to attract, engage, retain, and support students as they work towards graduation. CAA will create a positive and engaging school culture where students feel welcome, safe, and part of a community. CAA will be open year-round, Monday through Friday, from 8:00 am to 5:00 pm. and on Saturdays as needed in order to accommodate students' non-academic responsibilities.

CAA will also offer a variety of experiential learning opportunities. Students may participate in local, national, and international trips which include college tours, community service opportunities, and multi-day trips an organic to a farm in Northern California or working ranch in Colorado. CAA's experiential learning opportunities will support each student's social-emotional growth.

Grade levels, growth plan and school size

Charleston Acceleration Academy will serve students in grades 9 through 12. CAA will enroll students of all grade levels upon opening.

CAA will enroll 250 students during the school's first year of operation and 300 students each subsequent year. Direct Instruction class sizes will be limited to between 15 and 20 students each instructional block; Guided Instruction Study teachers will work with between 3 and 5 students during each instructional hour.

Demographics of student population and the targeted geographical area

Charleston Acceleration Academy will be located in North Charleston, South Carolina. The target zip codes to locate the first site will be either 29405 or 29418. CAA will serve a student population similar to that of North Charleston and R.B. Stall High Schools. Based off of data from the National Center for Education Statistics, CSA will likely be predominately comprised of minority students (specifically Black and Latino) who are eligible for free or reduced price lunch. In 2014-2015, the student demographics were as follows:

2014-2015 Area Student Population		
Minority: 86.0%	FRPM: 77.8%	Special Education: 15.7%

Community need for Charleston South Carolina

The high schools in and around North Charleston are struggling to graduate their students. According to the 2015-2016 school report cards, the four-year cohort graduation rate at these schools (excluding Greg Mathis) was between 56.7% and 76.6%. Annual drop-out rates as measured by South Carolina reach 6.2%. CAA will recruit its student population from these disengaged students and improve the educational opportunities available to students in this region of South Carolina.

Charter Management Organization

The board of Charleston Acceleration Academy will contract with Acceleration Academies, an Education Service Provider (ESP) that currently provides services to schools in Florida and Washington State.

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I. Educational Plan

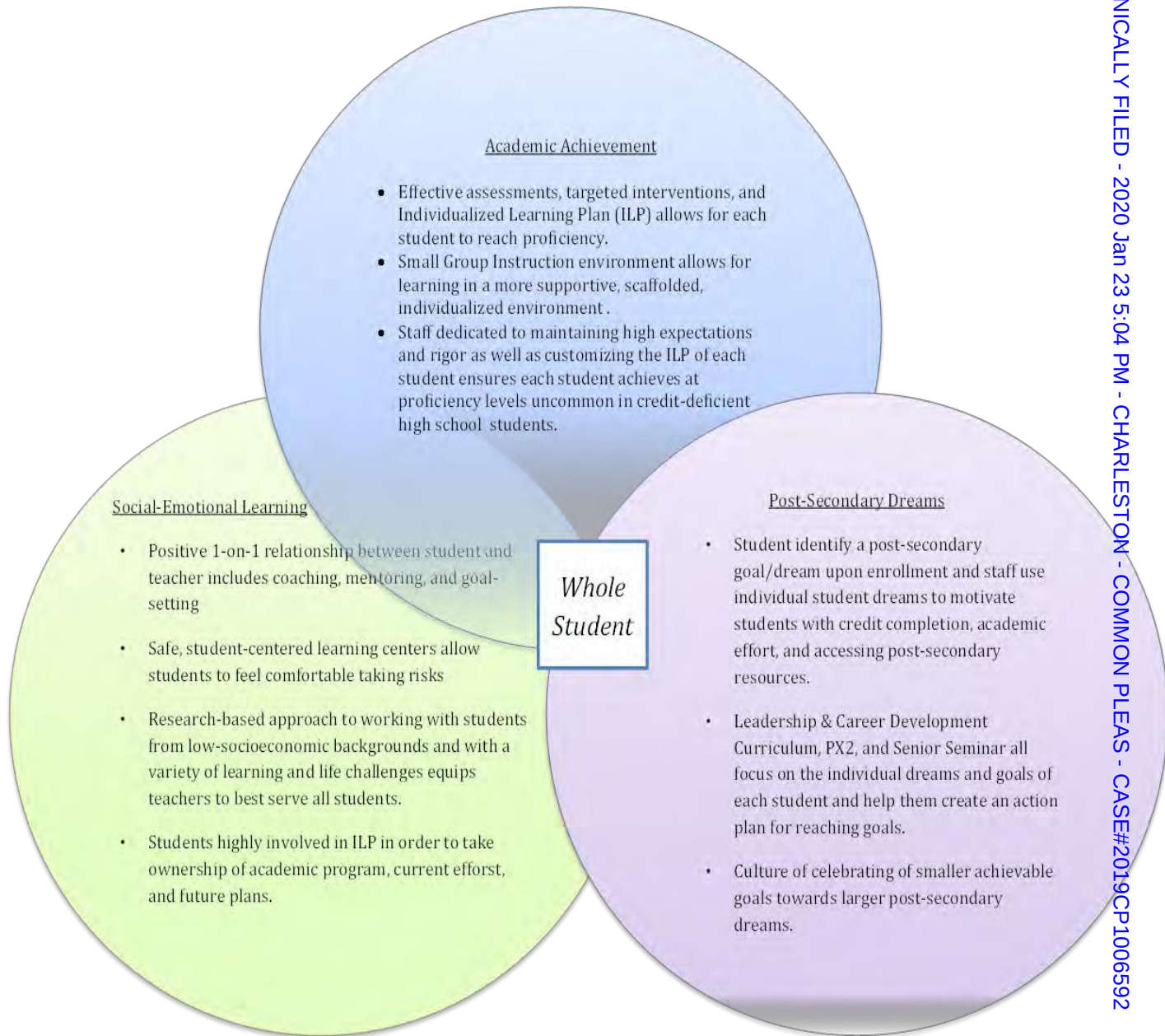
Mission and Vision

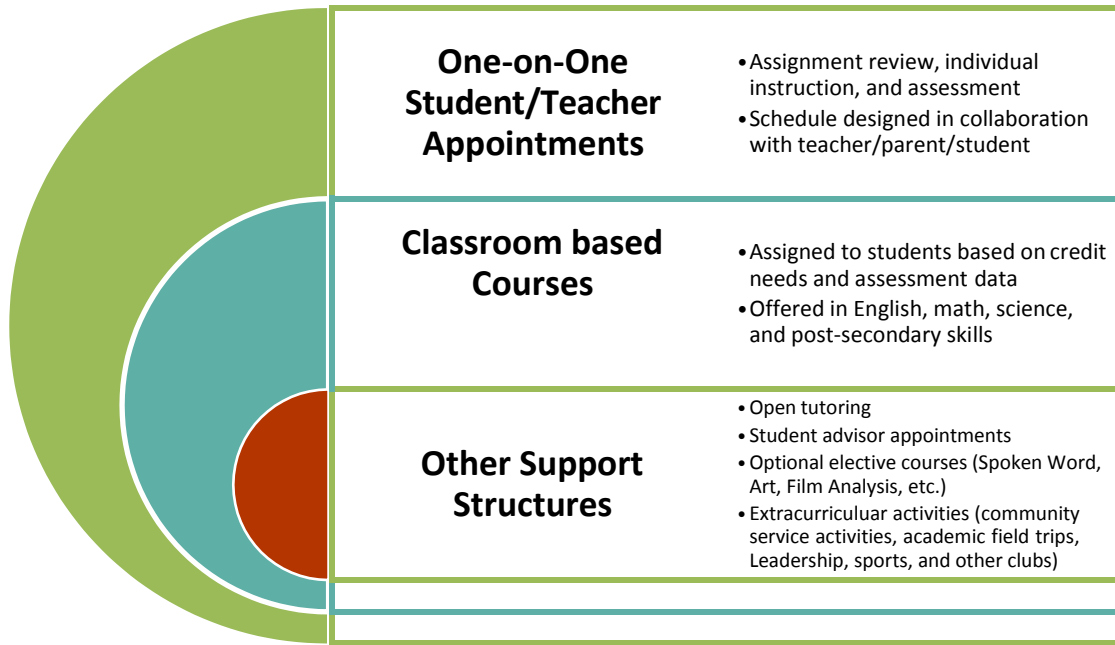
Mission

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.

The mission for Charleston Acceleration Academy was developed with the specific intent on re-engaging at-risk students in their education. The mission was originally developed with an emphasis on academic achievement and has been adapted to reflect the growing roles of career and technical education as well as character education. CAA's mission reflects the academic goals, professional preparedness goals, and socio-emotional goals that CAA's curriculum and instruction are designed to achieve.

CAA's curriculum and instructional design supports the mission of the school and is designed to increase both graduation from high school and student achievement. The graphic organizers below illustrate the interconnectedness of the educational design:





Mission Alignment with the Charter School Act

Charleston Acceleration Academy's mission statement meets all seven purposes identified in South Carolina's Charter School Act (S.C Code Ann. § 59-40-20). CAA will:

- (1) improve student learning,
- (2) increase learning opportunities for students
- (3) encourage the use of a variety of productive teaching methods
- (4) establish new forms of accountability for schools
- (5) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site
- (6) assist South Carolina in reaching academic excellence by increasing the number of students who obtain a diploma and either enroll in college or pursue an identified career path post-graduation

- (7)) create new, innovative, and more flexible ways of educating children with the public system, with the goal of closing achievement gaps between low performing student groups and high performing student groups.

Vision

The vision of Charleston Acceleration Academy is to provide the social, emotional, and academic support needed to re-engage high-risk and at-risk students with their education and set them on the path towards graduation. By re-engaging high-risk and at-risk students, CAA will increase the high school graduation rate and close the achievement gap in North Charleston. This will be accomplished using the innovative concepts of blended learning, project based learning, tutoring and Small Group Instruction in a year-round structure. Our core values of Mutual Trust, Mutual Respect, Compassion and Integrity compliment and support our mission and vision.

CAA will become a school of choice within the community and will expand to other areas of need throughout South Carolina. Attainment of this vision by CAA will have a significant impact on the both the North Charleston community and on South Carolina. Students who graduate from CAA will be equipped to pursue the post-secondary options of college or be ready to gain employment in the community.

School Values & Beliefs

The primary purpose of Charleston Acceleration Academy will be to provide a high-quality learning environment to high-risk and educationally at-risk students and to provide the academic and social support that will enable them to graduate from high school.

Purposes and Priorities

The following table outlines the fundamental guiding priorities that are measurable and attainable and that will serve as the foundation for our educational program.

Programs	Structures	Principles
Personalization	Small School Size	High Expectations
High Expectations	Personalization	Hiring Highly Qualified Personnel
Counseling Services	Extended Hours	Rigorous Curriculum
Parental Engagement	Year-round Calendar	Individualized Learning
Highly Qualified Personnel	Highly Qualified Personnel	Small Group Learning
Rigorous Curriculum	Blended Learning	
Emotional and Social Support	Individual Learning Plans	
Professional Learning Communities	Small Group Instruction	
Experiential Learning	Professional Learning Communities	
Extreme Success	Flexible Student Schedule	
Guided Independent Study	Flipped Classrooms	

Additionally, CAA will prioritize recruiting and enrolling the target population of at-risk students. Once enrolled, CAA will develop an ILP (**Appendix E**) that outlines how the student will recover credits and progresses toward graduation while allowing the student to meet their non-academic obligations.

In addition to the personal growth of each student, CAA will measure the school's success through accountability metrics such as credit attainment, student growth on benchmarking assessments and one-year cohort graduation rates. Students will enroll in CAA to recover credits in order to graduate with their home school cohort or earn their diploma with CAA. Students who elect to graduate from CAA will receive an education that prepares them for success in college or in a post-secondary

career.

To achieve these priorities, CAA is fully accredited by AdvancED and offers a diverse array of college or career preparatory courses. CAA will also seek out partnerships with Trident College and other state colleges and universities, along with career-based nonprofits such as Youth Apprenticeship Carolina.

Educational Philosophy

The educational philosophy of Charleston Acceleration Academy will be that all students, regardless of past academic performance or personal obstacles, are capable of graduating from high school ready to succeed in the job market or in post-secondary education. CAA will employ student-focused, competent, and compassionate teachers who are trained to provide each student with a secondary education which prepares them for post-secondary success. CAA will prepare its teachers to evaluate each student's current academic standing, recognize any barriers to the individual student's success, and develop ILPs that are unique to each student's specific learning goals. CAA will operate on the premise that students who are disengaged in school will become re-engaged once they are in a supportive environment where teachers believe in each student's ability to achieve, maintain high academic and behavioral standards, and work in partnership with the student to develop academic confidence. CAA will help students build academic skills and catch up on missing credits so that they may return to their home school and graduate with their original class cohort or graduate from CAA prepared for multiple college and career opportunities.

Core Values

Charleston Acceleration Academy believes that every student deserves a teacher who believes in them and an educational program that supports their individual needs. This belief is derived from (OR you could use “based on”) the organization’s core values of mutual respect, mutual trust, integrity, and compassion. It is through these core values that students cultivate deep and meaningful relationships with teachers and staff members, developing valuable life skills such as trust, independence, accountability, and communications. Students often enroll with a variety of unmet academic and non-academic needs. Teachers meet these students at their academic and social levels, focus on individual strengths and opportunities, and identify specific strategies for setting and meeting goals. Student advisors provide social supports and access to wrap around services so that outside distractions don’t impede learning. Principals and assistant principals operate on a first name basis with every single student, coaching them through challenges and celebrating victories small and large. These positive, affirming interactions create a safety net for students that have been left behind and provide them a sense of belonging and hope. As students are able to develop confidence in their ability and a plan for their future, they are more likely to commit the time and effort needed to make high school graduation a reality.

School Culture

Charleston Acceleration Academy staff will create a culture of mutual respect, hard work, and personal accountability. In addition to engaging in team building and personal growth activities, CAA staff will also establish clear behavioral expectations for all students. Regardless of race, gender, socioeconomic status, or disability status, students and staff will be expected to treat others with respect. All CAA staff and students will be expected to adhere to the school’s

behavior policies and expectations.

CAA will build a school culture for success by developing strategies addressing the issues of at-risk students who may have not experienced success in traditional school settings for a variety of reasons, including academic failure and disengagement, home problems, health issues, and social/peer pressure. CAA will promote a positive school climate and culture that will provide students with a supportive, safe environment in which to grow academically and socially through an educational model of individualized instruction, flexible access, and small classes. Ample time is available to teach, demonstrate, participate, review, assess, make connections, and provide incentives for students to help in building a school culture of high expectations and academic success.

CAA will establish a socio-cultural goal that students within an enrollment “date based” cohort will increase their positive self-identity over time and will help students to do so by providing them with the socio-emotional experiences, strategies, skills, and support they need to successfully complete high school and be prepared for post-secondary education and/or work. Students at CAA will enter the school at any time during the year therefore all strategies described will be shared and implemented with all students at the time of enrollment.

Strategies designed to build the CAA school culture will include:

- Conflict resolution/peer mediation/negotiation,
- Anger management
- Communication skills
- Team building activities
- Alternate instructional materials and/or methods
- Enrichment services
- Alternate class placement
- Functional behavioral assessments

- Behavioral intervention plans

A positive learning environment will be a strong element of the school culture. The CAA staff will establish an environment that is inclusive of all students, including those with disabilities, ELLs, and new students. CAA will establish the culture described above and CAA staff will host events and activities for students and their families throughout the school year. The goal is for students to get to know each other on a more personal level by bringing together students and their families outside of the classroom setting.

CAA is dedicated to serving each student's individual needs by ensuring their experience is positive and successful. Students will participate in a number of experiential and leadership activities throughout the school year including character building, self-awareness, individual responsibility, and team building. Coupled with a strong foundation among the school staff, the experiential activities contribute to a positive, supportive school culture

As an Alternative Education Campus, many of CAA's students will attend the school because more traditional academic environments did not meet their personal or academic needs. CAA will recognize the opportunity each student has given the school and maintain a culture where every student and parent or guardian feels valued regardless of physical, cognitive, socioeconomic, or language limitations. CAA's school culture will be one of collaborative support and high expectations; one where all stakeholders believe in and work towards the ultimate goal of high school graduation and post-secondary success.

CAA will implement a variety of strategies to achieve the mission of re-engaging students with their academics and in school. Instructional strategies are differentiated and implemented based around each teacher understanding the needs of their students and include: multiple instructional methods, personalized schedules, ILPs, and experiential learning opportunities. Students will collaborate with their teacher to analyze their learning style to determine which educational format will best meet their individual learning needs. Students who wish to enroll in a computer based course must receive permission from their teacher, and their progress will be monitored by the Guided Independent Study teacher. Students who struggle completing coursework online will be withdraw from the on-line course and re-enrolled in Direct Instruction or Guided Independent Study courses. CAA will create each student's schedule around their specific needs and availability. Once enrolled, teachers will modify instruction based on each student's ILP. Teachers will modify ILPs as each student progresses through their academic program and becomes more confident their abilities and achieves more success in the coursework. CAA will provide character education guidance to each student in the form of community service events, college tours, and experiential learning camps. CAA's students will learn they can succeed in unfamiliar environments by participating in the experiential learning opportunities. Students will also develop leadership skills and the confidence needed to apply for and succeed in college, internships, and career apprenticeship programs.

Evidence of Need and Support

Charleston Acceleration Academy will locate its first school in North Charleston, South Carolina. North Charleston was selected by the Charter Committee in consultation with our partners and based on the high need of the community the demonstrated need for the school's educational program and support. According to the study "Zeroing In on Place and Race: Youth Disconnection in America's City", 13,650 (or 14.9%) youth in Charleston-North Charleston geographical area considered disconnected. The study defines disconnected youth as "...young people between the ages of 16 and 24 who are neither working nor in school."¹ It is the 13,650 who are disengaged and separated from the educational and workforce systems of North Charleston that CAA will recruit, enroll, and graduate.

CAA also analyzed publically-available enrollment data for the school district's four-year cohort who graduated in 2016. The schools listed below were selected because they are in or near North Charleston. CAA tracked the 45-day Active Headcount for these students for all four years of their high school career. In total, 491 students belonging to the Class of 2016 were lost before graduation. This information is shown in Table 2.1 below:

Table 2.1: Year-over-Year 45-Day Active Headcount, Class of 2016²

School	2012-2013 (9 th)	2013-2014 (10 th)	2014-2015 (11 th)	2015-2016 (12 th)	Total Lost Students	Percentage Lost Students
Burke High School	87	69	64	60	27	31.0%
North Charleston High School	163	130	83	75	88	54.0%
R.B Stall High School	442	298	248	223	219	49.5%

¹ Measure of America of the Social Science Research Council. (2015). *Zeroing in on place and race: Youth Disconnection in America's cities*. Brooklyn, NY: Sarah Burd-Sharps and Kristen Lewis.

² South Carolina Department of Education. *45-Day Active Headcount* (2012-2013, 2013-2014, 2014-2015, and 2015-2016) [excel files]. Retrieved from <http://ed.sc.gov/data/other/student-counts/active-student-headcounts/>

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West Ashley High School	534	432	392	396	138	26.0%
Greg Mathis Charter High School	34	22	18	15	19	55.9%
Total	1,260	951	805	769	491	39.0%

Two schools (Daniel Jenkins Creative Academy and Septima B. Clark Corporate Academy) are located in North Charleston and serve high-risk and at-risk students in Charleston County School District. According to Charleston County School District's website, 77³ students are enrolled at Daniel Jenkins and 95⁴ students are enrolled at Septima Clark. This total enrollment of 172 leaves a significant number of students in the Charleston-North Charleston region not being served. CAA will recruit and re-engage these students in their education.

High schools in or near North Charleston lose 39.0% of their students over four years and high schools within North Charleston lose 53.1% of their students. The Class of 2019, 9th graders in 2015-2016, for these same schools had a total enrollment of 1,484 at the 45-day Active Student County, an increase of 17.8%. Furthermore, North Charleston and R.B. Stall High Schools, the two high schools with the highest percentage of drop-outs, had an enrollment increase of 192 students or 31.7%. If students at these schools leave at the same rate of the Class of 2016, there will be a total of 599 lost students—an increase of 108 students. These numbers demonstrate that the need for CAA's education program not only exists in North Charleston, but is likely to grow. See Table 2.2 for detailed projections:

³ Charleston County School District. (2017). Retrieved from http://www.ccsdschools.com/schools/schools_by_grade_level/high_school/daniel_jenkins_academy

⁴ Charleston County School District. (2017). Retrieved from http://www.ccsdschools.com/schools/schools_by_grade_level/high_school/septima_p_clark_corporate_academy

Table 2.2: Comparison between Class of 2016 and Class of 2019, Active 9th Grade 45-Day Headcount

School	Class of 2016, 9 th Grade Year (2012-13)	Class of 2019, 9 th Grade Year (2015-16)	Enrollment Growth	% Change	% of Students Leaving from Class of 2016	Projected Students Leaving from Class of 2019
Burke High School	87	108	21	24.1%	31.0%	33
North Charleston High School	163	251	88	54.0%	54.0%	136
R.B Stall High School	442	546	104	23.5%	49.5%	270
West Ashley High School	534	546	12	2.2%	26.0%	142
Greg Mathis Charter High School	34	33	-1	-2.9%%	55.9%	18
Total	1,260	1,484	224	17.8%	N/A	599

CAA has reviewed the criteria to be designated as an Alternative Education Campus and will pursue classification as an AEC. CAA's students will be students who have dropped out or who are at risk of dropping out of school. The student population is predicated on enrolling students who are not currently in school or who may be leaving their traditional school in the future. In place of parental or legal guardian support CAA has gathered documented community support from a wide variety of partners. Support letter have been received from a wide range of partners, including Charleston County School District and the Interdenominational Ministerial Alliance. Letters of support from these entities are included in **Appendix A**.

CAA will also employ a student advisor whose responsibilities include ongoing outreach and partnership building with nonprofits and social service agencies that serve the community.

CAA will open its school in North Charleston, South Carolina. North Charleston was selected in consultation with our partners and based on the high need of the community the demonstrated need for the school's educational program and support. According to the study "Zeroing In on Place and Race: Youth Disconnection in America's City", 13,650 (or 14.9%) youth in Charleston-North Charleston geographical area considered disconnected. The study defines disconnected youth as "...young people between the ages of 16 and 24 who are neither working nor in school."⁵ It is the 13,650 who are disengaged and separated from the educational and workforce systems of North Charleston that CAA will recruit, enroll, and graduate.

Charter Committee Outreach

Extensive outreach has been done by the Charleston Acceleration Academy Charter Committee. CAA held a community meeting at Arthur Christopher Gym, near Burke High School—one of CAA'S projected feeder schools. Charter Committee members spoke at this meeting describing the need for CAA; detailing the multiple elements of CAA's educational program; and providing informational brochures with local contact information. CAA also gathered names and contact information of attendees and will add them to a mailing list if CAA's charter application is approved.

CAA's charter committee also gave a presentation to the Interdenominational Ministerial Alliance. The Ministerial Alliance is a group of ministers who serve congregations throughout Charleston and North Charleston. CAA's Planning Committee described the benefits of CAA to the IMA and outlined the community's need for

⁵ Measure of America of the Social Science Research Council. (2015). *Zeroing in on place and race: Youth Disconnection in America's cities*. Brooklyn, NY: Sarah Burd-Sharps and Kristen Lewis.

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the school and the opportunities CAA's educational program would provide to disengaged and former students. CAA considers the Interdenominational Ministerial Alliance a strong partner because their support will greatly benefit CAA and will assist with recruitment efforts with prospective students and parents of prospective students. A Facebook page and a school website were developed in order to provide additional information to interested future parents and community members.

Evidence of Support

Charleston Acceleration Academy's Charter Committee connected with a wide range of North Charleston community members and leaders to gather information regarding the needs of disengaged students in this community and to better understand the services currently offered by non-profit and social organizations throughout the region. CAA representatives have also discussed the education program with the following stakeholders:

- North Charleston Mayor Keith Summey
- Charleston County School District Superintendent Gerrita Postlewait
- Charleston County School District Board Members Kate Darby (chair), Cindy Coats, Todd Garrett and Michael Miller
- Charleston County School District Constituent Board Members Joe Bowers and Fran Clasby
- Charleston Chief of Police Greg Mullen
- Charleston Mayor John Tecklenburg

CAA received positive feedback on its educational model from these key stakeholders, and plans to partner with the Charleston County School District to refer students who

have been suspended or expelled.

Letters of support from community supporters and partner organizations are included in

Appendix A.

Partnerships and Plans for Community Involvement

Community leaders referred Charleston Acceleration Academy's Charter Committee to a multitude of community organizations that provide support and services to a similar demographic as CAA. CAA has established or will seek to establish partnerships with these organizations. In addition to the Interdenominational Ministerial Alliance, these groups include Rotary Charleston, the Sustainability Institute, United Black Men of Charleston County, and the YMCA. By partnering with these groups, CAA will have a referral network of nonprofit advocates who, combined, have over 285 years of experience serving the community of Charleston.

CAA's partnership with these groups will begin with providing an understanding of the educational model and support systems and will continue with groups being asked to provide student referrals to the school. Students who enroll at CAA outside this referral network will be provided with information about apprenticeships, educational support systems, job and career training, and employment opportunities with these various partner organizations. CAA'S Charter Committee, principal and student advisor will be responsible for building these partnerships and providing the school's students with the full scope of wrap-around services for which they are eligible.

Conversion School - CAA is not seeking to convert a public school to a charter school; therefore, this question is not applicable.

Private Schools - CAA is not applying as a private school seeking to convert to a charter school; therefore, this question is not applicable.

Curriculum and Instructional Model

Educational Model

Charleston Acceleration Academy's guiding educational philosophy will be that all students, regardless of their past educational performance and personal responsibilities, are capable of succeeding in and graduating from high school. CAA's education program will reflect this philosophy by providing each student with personalized instruction tailored to their ILP. CAA will also deliver instruction via three different instructional methods: DI, GIS, and OL. Teachers will collaborate with each student on course selection, and students will enroll in courses that align with their individual learning style. Students who wish to enroll in OL courses must receive approval from their teacher or school administrator. Furthermore, CAA's teachers will monitor student progress through OL courses and move the student to a DI or GIS course for the same subject if the student is not making adequate progress.

Students will demonstrate success by completing courses and earning credits toward graduation. Students are motivated by watching their credits accumulate and achieving their ILP learning. Students will develop more confidence in their ability to succeed in an academic environment and continue to move forward to reach their goal of high school graduation and acceptance into a college or career of their choice. They will become re-engaged in their education, and their new-found confidence will inspire them, their teachers, and their classmates. Students will become

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more active in the school community, perform better academically, and graduate determined to achieve their goals.

Innovation and Flexibility

Charleston Acceleration Academy will provide new, innovative and a more flexible way to educate students by implementing the blended learning education program, creating flexible schedules to accommodate students, provide experiential learning opportunities, offer college credit courses and career technical programs to its students. Students may enroll in Direct Instruction courses, learn through Guided Independent Study or take advantage of computer based courses through Edgenuity. Student schedules will typically consist of courses taught using multiple instructional methodologies, and students will confer with their teachers before enrolling in a new course. CAA's teachers will closely monitor student progress on the computer based courses.

Charleston Acceleration Academy will offer multiple instructional methods and differentiate instruction because of the differing learning styles and non-academic demands of the school's students. A student may learn best in the extended time and teacher-led discussion that a Direct Instruction course will provide while Guided Independent Study may be ideal for a student who works fulltime. Another student may have the motivation and skills needed to accelerate through the curriculum and will do so via a combination of GIS and OL courses. Each student at CAA will have a unique schedule, and this flexibility will enable CAA's students to overcome the obstacles in their path toward high school graduation.

Key Educational Features

CAA will accomplish its mission through the implementation of four key instructional programmatic features: Direct Instruction, Guided Independent Study, Online Learning, and Experiential Learning. These four features are part of Acceleration Academy's nationally accredited model which uses a blended learning approach as its primary instructional methodology with additional instruction via the following practices:

Direct Instruction – Teachers provide small group or one-on-one instruction based upon student progress in courses.

Guided Independent Study - This instructional methodology will be student-directed with extensive support from the student's GIS teacher. GIS will be similar to that of a "flipped classroom", wherein instructional time will prioritize answering student questions overdelivering content. Students will meet with their GIS teacher at least twice per week. Each GIS semester- length course will be aligned with Carnegie Units and provide students with 60 hours of instruction (the equivalent of 0.5 units). GIS courses will be designed to meet South Carolina's educational standards, and GIS teachers will have an average caseload of 50 students. GIS teachers will meet with between three and five students during each scheduled instructional hour.

Online Learning – All courses are computer-based and delivered through a nationally accredited

online learning platform, Edmentum/Edgenuity. Edmentum/Edgenuity are *Acceleration Academies* online curriculum delivery systems. These systems are the backbone of our blended learning approach – engaging students with interactive, media-rich content, that has proven to be effective by third-party studies.

The Edmentum/Edgenuity online learning programs are as diverse as our students' needs; providing effective educational options for every learner. The programs are grounded in a tradition of solid research, sound pedagogy, and applied innovation. They are designed by educators, for educators, and provide flexibility to support our model of instruction for students. The structures of Edmentum/Edgenuity scaffold learning over courses, ensuring that students achieve important skills as they advance in curricular rigor.

Edmentum/Edgenuity provide robust flexibility allowing customization of coursework so as to ensure that the mission and purpose of the school is fulfilled. Edmentum/Edgenuity are aligned to Common Core and state standards.

Naviance is the college and career readiness platform used by acceleration academies that connects academic achievement to post-secondary goals. It allows graduation candidates to create a plan for their futures by helping them discover their individual strengths and learning styles and explore college and career options based on their results. Naviance provides support in academic goal setting, resume design and development of life skills.

It is critical to the overall success of *Acceleration Academies* that staff consistently implement the approved curriculum and proprietary instructional design so as to ensure all students have equitable access to high quality teaching and learning. The Chief Academic Officer and Director of Model Fidelity regularly meet with academy staff to ensure the alignment of curriculum, instruction and assessment. Targeted feedback and technical assistance is provided along with action steps to be taken to ensure full alignment.

Experiential learning- Experiential learning will allow students to

earn elective credit through hands-on learning experiences. Experiential learning will introduce students to new situations, new cultures, and the academic and social environment of colleges and universities. CAA's students will develop career and technical education skills on multi-day trips to Blackbird Farm or Rocky Mountain Pathways Ranch. At Blackbird Farm, students will learn gardening and food preparation skills via project-based learning activities centered on sustainable agriculture and animal husbandry. At Rocky Mountain Pathways Ranch, student will take over operations of an existing dude ranch. Students will participate in teambuilding activities, learn basic construction skills, and be introduced to careers in hospitality and animal husbandry.

Additionally, several career technical education courses have been added to the experiential learning opportunities at the Ranch and Blackbird Farm.

Students will also have the opportunity to tour colleges and universities. These visits will provide students with a look at college culture, admission requirements, available financial aid, and the entire application process. Overall, CAA's experiential learning component will present students with new challenges, the opportunity to expand their horizons, and develop new leadership, social, and emotional skills. CAA's experiential learning opportunities will be offered to students at no cost.

Research-based and Data-driven Curriculum

In "The Costs and Benefits of an Excellent Education for All of America's Children" (2006), Henry Levin, Clive Belfield, Peter Muennig, and Cecilia Rouse identify seven key indicators of high-quality schools that address the needs of at-risk student populations:

- | | |
|----------------------------------|------------------------|
| 1. Small school size | 5. Parental engagement |
| 2. High level of personalization | 6. Extended hours |
| 3. High academic expectations | 7. Competent personnel |
| 4. Counseling services | |

CAA will implement all seven of the above indicators in the school's educational program. The indicators are described in detail below:

Small school size: CAA will have a maximum student enrollment of 300. If demand exceeds this amount, CAA will consider opening a second site in the same region. The small school size will allow for greater and more frequent interaction between administrators,

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teachers, staff, students, and parents or guardians. In addition, CAA's DI enrollment will be limited to between 15 and 20 students, and CAA's GIS teachers will work with a maximum of five students during each instructional hour.

High level of personalization: Charleston Acceleration Academy will have two key methods to provide highly personalized instruction to each student. The first of method of personalization will be CAA's small school and class sizes. Due to the limited size of the student body, administrators and teachers will gain a deep understanding of each student's abilities, academic goals, and needs. CAA will also develop an ILP for each student upon enrollment and continuously throughout a student's time at CAA. The ILP will document each student's academic performance, including grades and standardized test results, as well as a student's academic and personal goals, effective teaching strategies, personal difficulties that may hinder academic performance, and any other information that would enable a teacher to have a deeper understanding of the student's academic and personal limitations, supports, and goals.

High academic expectations: The administrators, teachers, and staff at Charleston Acceleration Academy will demonstrate a devout belief in the ability of each student to succeed in and graduate from high school. CAA's curriculum will be aligned to South Carolina's College and Career-Readiness standards in English Language Arts and mathematics as well as South Carolina state standards for health education, physical education, science, social science, visual and performing arts, and world languages. Each student's ILP will provide CAA's teachers with the information necessary to adapt instruction to each student's need while maintaining a high level

of rigor and academic accountability. CAA will also offer a variety of AP courses to the school's student.

Standards based Curriculum: Curriculum will be designed to provide multiple levels of access so that students work at their current skill level while developing more advanced capacity. The descriptions in this application for curriculum and instruction are all components of the Acceleration Academies model that have been carefully developed in accordance with achieving the mission of the school. Acceleration Academies implementation team will ensure all staff are adequately trained on the curriculum and the methods to use in implementing the program model with each student.

The CAA curriculum has been aligned with the South Carolina College and Career Readiness Standards. Sample CAA curriculum maps for English Language Arts and Algebra are provided in **Appendix E.**

Counseling Services: Charleston Acceleration Academy will continuously enroll students in new courses as students complete a previous course. For example, a student may finish the coursework for Algebra one day and begin the coursework for Geometry the next day. Because of this quick transition from course to course, teachers and administrators will work as a student's academic counselor as well. This close relationship will ensure that each student is prepared for and can succeed in the next course in their academic plan. CAA will also employ a student advisor to provide additional guidance to each student. CAA's student advisor will be knowledgeable about social and wrap-around services available to each student. These services will be available via partnerships with area nonprofits or governmental social service agencies.

Parental Engagement: Parents and guardians will be encouraged to visit Charleston Acceleration Academy at any time during its operational hours. CAA will hold open houses multiple times throughout the school year so that parents can meet with teachers and administrators to discuss student performance and any other pressing concerns. Parents and guardians may also contact CAA at any time to schedule an appointment with a teacher or administrator.

Pursuant to South Carolina law, each parent or guardian can vote on prospective board members CAA. Each parent or guardian will receive one vote per enrolled student, and at least 50% of CAA's Board of Directors will be elected by the parents and guardians of CAA's students.

Extended Hours: CAA will operate year-round and be open from 8:00 am to 5:00 pm each weekday. These extended hours will enable a student to schedule their time at the school site around their own personal responsibilities. In addition, students will be able to walk into CAA at any time to work on coursework or receive help from a tutor.

Competent Personnel: CAA will recruit teachers who have South Carolina credential in the subject matter they will teach or who are working towards a South Carolina credential through a state-recognized alternative credentialing program. At least 75% of CAA's instructional staff will be credentialed by the state of South Carolina.

CAA's principal will oversee the professional development of CAA's instructional and operational staff. Because CAA will work with such a

specific population of students, CAA's professional development will be tailored to enable teachers and staff members to meet the needs of the student population. Finally, CAA's teachers and staff members will form PLCs so that they can better identify their professional development needs and present these needs to CAA's principal.

CAA's principal will be responsible for the performance of the school's teachers and staff members, including the hiring, training, and evaluation of each teacher and staff member. CAA's principal will be responsible for ensuring that each teacher and staff member have the resources they need to excel and will provide any necessary guidance. Teachers and staff members will be formally evaluated each year along with informal evaluations throughout the school year. If a teacher or staff member requires remediation, receives additional support, and does not improve, CAA's principal may relieve the teacher or staff members of their duties. 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.

Teaching Methods for Addressing the Needs of All Students

CAA's three course models—Guided Independent Study, Direct Instruction, and Online Learning—will enable CAA to differentiate instruction and deliver instruction according to the needs of each student. GIS will provide students with at least two hours of extensive, one-on-one instructional time with their teacher each week. The flipped instructional model built into GIS will allow teachers to address specific content areas each student is struggling with and not proceed in the curriculum until that area is mastered. In addition, teachers will be

refer to each student's ILP to help differentiate instruction, and update the ILP as a student's learning needs change over time. Whenever possible, CAA's students will be scheduled with the same GIS throughout the student's enrollment, and each student will be scheduled with the same independent study teacher throughout the student's enrollment. This continuity will allow each teacher to gain a deep understanding of the abilities and learning needs of each individual student.

Direct Instruction - Enrollment in DI classes will be limited to between 15 and 20 students, and the classes will be scheduled as needed based upon student need and be flexible in length. By instructing fewer students for a longer period of time, the DI teacher will gain a deeper knowledge and understanding of each student's current performance, academic needs, and learning style. DI teachers will have access to each student's ILP, and will be able to adjust their instruction according to each student's learning style needs. DI teachers will also collaborate with GIS teachers to gain a better understanding of each student's academic needs and goals. The DI teacher will use their knowledge of students and extended instructional time to better differentiate and personalize instruction to each student. These efforts may include the creation of small groups consisting of students with similar learning styles, peer-to-peer instruction, and project-based learning that incorporates learners of different modalities.

Online Line computer based courses will provide instruction that can continuously adapt to the instructional needs of the enrolled student. Each student's level of understanding will be checked frequently as the student progresses through the coursework, and units will be re-taught when

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needed. Credentialed teachers will be available via the online platform to answer student questions and support learning. In addition to the technology resource, CAA's students will be able to work on their computer based coursework under the supervision of the student's GIS teacher. This teacher's understanding of and knowledge about the student's needs and abilities will enable him or her to personalize instruction as the student progresses through the online coursework. An example of this may include helping a student modify an online lesson to better align with the student's learning style. If a GIS teacher or administrator determines that a student is not making adequate progress through the OL coursework, an intervention plan will be implemented to ensure the student's success.

CAA will make personalized instruction a critical element of the school's education model. CAA will ensure that needs of all students—those performing above or below grade level, those identified as gifted and talented, those with a disability, and those identified as ELLs—are met through CAA's curriculum and instruction.

Students performing above grade-level or identified as gifted and talented may progress through the curriculum at an accelerated pace. CAA will also provide AP courses to qualified students. Students performing below grade-level may schedule additional instructional time with their Guided Independent Study or visit the school site for tutoring.

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CAA will employ two special education teachers to ensure that instruction is delivered in compliance with each student's Individual Educational Program (IEP). CAA will also contract with a third-party special education services provider to give the special education teachers on-going support and training. Administrators, teachers, or parent(s) or guardian(s) may request the formation of a Student Study Team (SST) to evaluate a student's eligibility for a 504 Plan or to receive special education services.

CAA will administer the ACCESS for ELLs 2.0 exam to all students whose home language is not English. The results of the ACCESS for ELLs 2.0 exam will help CAA determine the level of English language support services a student requires. ELL strategies will be built into CAA's GIS and DI curriculum. CAA will also provide ELL-specific trainings to teachers.

South Carolina State High School Diploma Requirements

CAA's will comply with South Carolina State Board of Regulation 43-234 and offer all courses required by this regulation. Furthermore, CAA will meet all the graduation requirements described in Regulation 43-234. CAA's students will be able to meet these requirements through a combination of GIS and DI courses. Students who qualify and demonstrate success via computer based may also earn credits through OL courses. Table 3.1 below lists CAA's graduation requirements and the course models available to students to meet these requirements.

Table 3.1: CAA Requirements and Course Methods

Course	Credits	DI	GIS	OL
English	4.0	X	X	X
Mathematics	4.0	X	X	X
Science	3.0	X	X	X

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U.S. History and the Constitution	1.0		X	X
Economics	0.5		X	x
Other Social Studies	1.0		X	X
Physical Education or Junior ROTC	1.0	X		
Computer Science (includes Keyboarding)	1.0	X		X
Foreign Language or Career Technology Education	1.0	X	X	X
Electives	7.0	X	X	X
Total	24.0			

Additional Requirements for Replication Schools

CAA will implement the following new instructional methodologies and strategies. Similar changes have been implemented at other Acceleration Academies contract schools throughout the United States.

Google Apps for Education will provide more opportunities for students to learn and utilize 21st century technology skills. Google Apps will also increase the collaboration between teachers and students. Google Apps for Education will provide teachers with immediate access to each student's completed coursework. This accessibility will enable CAA's teachers to better monitor student progression through each unit, grade assignments, and provide feedback even if a student is not at the school site that day. Google Apps for Education will create a digital repository of student work that can be referred back to at any point during a student's enrollment at CAA. Teachers and students can use this repository to review previously-mastered concepts and evaluate academic growth. Data provided by Google Apps for Education will allow teachers to refine and improve their data-driven instructional practices, and each assignment can be further customized for special education students or English Language Learners.

Renaissance STAR diagnostic exams in English language arts and mathematics will be given to each student upon enrollment at CAA. These exams will measure a student's current

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mastery of English language arts and mathematics curriculum and exam results will help teachers and administrators better place students in the appropriate courses (e.g. Algebra I or Geometry; Honors-level or regular English courses). Students will take the Renaissance STAR twice more during the school year, and results will be used by teachers and administrators to evaluate individual student growth, school improvement, and teacher performance.

Achieve 3000 will provide CAA's teachers with a system to monitor student literacy growth via a cloud-based platform. Students will take an Achieve 3000 diagnostic exam to determine each student's current Lexile reading level. Students will be assigned a minimum of two Achieve 3000 lessons per week, and teachers will monitor student Lexile reading growth throughout the year. Achieve 3000 results will be used by teachers and administrators to evaluate individual student growth, school improvement, and teacher performance.

All three technology resources, Google Apps for Education, Renaissance STAR, and Achieve 3000, will be implemented at CAA from the first day of operation. This will ensure that these resources are well-integrated into the school's culture. Administrators, teachers, and staff will be trained on these resources prior to the opening of the school and will receive continuous training on the resources throughout the school year.

ACT Prep will be an elective course offered by CAA. Eleventh grade students who are scheduled to take the ACT exam will be encouraged to enroll in the ACT Prep course. CAA will also make the course available to students who have taken the ACT exam in the past and wish to improve on their score. The ACT Prep course will allow CAA's teachers to better prepare students for the ACT exam and provide those students with a better

opportunity to get accepted into the college or university of their choice. CAA ACT Prep teachers will be provided annual training on test-taking strategies and methodologies. This will allow the ACT Prep course to continually adapt as the design of the ACT exam changes over time. CAA's teachers and administrators will also use ACT exam results to help evaluate school performance.

Career and Technical Education (CTE) courses will electives offered to all students at CAA. CTE courses will attract a wider variety of students to CAA and will also help CAA retain students who may otherwise drop-out of high school. CAA's experiential learning program will also allow students to earn elective CTE credits. CTE courses will improve student engagement and help CAA achieve its mission of preparing the school's students for college or a career.

CAA's teachers, principal, and Board of Directors will monitor the impact of the above programs by tracking achievement data on a regular basis. Google Apps for Education, Renaissance STAR, and Achieve 3000 will provide multiple records of student growth over time across a variety of subjects. The programs will also assist CAA as the school identifies and incorporates instructional best-practices into its professional development schedule. The effectiveness of ACT Prep will be reflected in student performance on the ACT exam and will increase the number of CAA students who graduate from the school with the requisite scores needed to attend the college or university of their choice. CAA will measure the effectiveness of the school's CTE courses by tracking the number of students who graduate from CAA and pursue a career in the CTE field they studied. CAA's

principal will also follow-up with local employers to ensure that the CTE courses are adequately preparing students for entry-level positions in those fields.

Fidelity and Consistency of Instructional Methodologies and Strategies

CAA's Education Service Provider (ESP), Acceleration Academies, will ensure fidelity and consistency of CAA's instructional methodology and strategies across sites. Prior to opening, Acceleration Academies implementation team will be responsible for hiring and training teachers and staff members in the educational model. Once opened, a member of Acceleration Academies implementation team may be located on-site for the first six months of CAA's operations. After six months, Acceleration Academy staff will visit CAA monthly to ensure continuing fidelity to Acceleration Academies educational model.

In addition to Acceleration Academies staff located on-site, CAA's principal will be involved in weekly and monthly meetings with principals at other Acceleration Academies contract schools and Acceleration Academies instructional leadership staff. These meetings will allow CAA's principal to ensure that the school's educational programs and operational structure is consistent with that of other Acceleration Academies contract schools. New ideas and strategies will be shared among the principals during quarterly Acceleration Academy leadership meetings.

CAA believes that the school's educational model can effectively serve students throughout South Carolina, and will seek to expand to additional sites within the state when the program has demonstrated success. To ensure fidelity and continuity upon expansion, the CAA principal will oversee multiple locations and on-site, day-to-day support will be provided by Assistant principals. Furthermore, Acceleration Academies will employ a Cluster Director to oversee the

overall educational and operational performance of all Acceleration Academies schools in a particular region and travel frequently between sites.

Educational Structures

CAA will have many unique features, including a non-traditional school year, extended school hours, multiple campuses, highly-personalized instruction, no-cost experiential learning opportunities, and key partnerships. CAA will institute a year-round schedule and be open for students from 8:00 am to 5:00 pm each weekday. CAA may also implement Saturday hours if student demand is apparent. In addition, CAA will seek to replicate throughout the North Charleston area as well as throughout South Carolina if the school meets its academic goals and enrollment projections. Each site will be located on or near public transportation routes and actively seek to re-engage students who have been disconnected from the traditional academic environment.

The educational foundation of CAA will be each student's ILP. The ILP will be aligned to South Carolina's high school graduation requirements, college and university admission requirements, and each student's long-term academic or professional goals. The ILP will document a student's past academic performance as well as articulate the student's future goals. The ILP will identify personal struggles a student is facing (e.g. family or job commitment), academic accommodations that a student may need to succeed, and the student's academic history at CAA. The ILP will enable teachers and staff at CAA to determine the best methods for improving a student's educational outcomes. For example, an ILP may specify that a student be assigned to Direct Instruction or Guided Independent Study classes because the student

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has limited internet access outside of the school or the ILP may recommend online learning courses because the student is working full-time.

CAA will also offer students experiential learning opportunities. These opportunities will include multi-day trips to Blackbird Farms or Rocky Mountain Pathways Ranch, day-long or multi-day trips to colleges and universities statewide, and day-long or overnight community service events with partners selected and approached by the students. These experiential learning opportunities will push students out of their comfort zones and introduce them to new environments and cultures. Experiential learning opportunities will be offered at no- cost to students.

The mission of CAA is to prepare students for college or a career therefore CAA will actively seek out partnerships with community colleges, colleges, universities, career preparation academies, and other nonprofit or similar organizations that assist young adults as they transition from academics to a career. CAA will pursue dual enrollment partnerships with Trident Technical College, and students looking to enroll at Trident Technical College will receive preparation for the Accuplacer exam. In addition, CAA will develop CTE courses that meet the requirements of South Carolina State Board of Education Regulation 42-234 and amplify the opportunities provided by CAA's career partnerships. To meet the CTE aspect of the school's mission, CAA will pursue a partnership with Youth Apprenticeship Carolina.

Grade Levels and Projected Enrollment

CAA will serve students in grades 9 through 12, and all grade levels will be served beginning on the first day of school. The opportunity to serve middle school students may also be available in future years.

CAA will serve 300 students at capacity. An enrollment chart outlining the 10year enrollment projections can be found in **Appendix W**. The non-traditional structure of CAA's educational model, there will not be a set number of classes per grade level nor number of students per class.

Learning Environment, Class Size, School Structure to Meet State Standards CAA's basic learning environment will be a blended-learning format that incorporates classroom-based instruction, independent study, and online learning. Students will be enrolled in courses based on their ILP and non-academic obligations. DI will be classroom-based, and each DI course will consist of between 15 and 20 students.

CAA will expect students who are completing their coursework via GIS to maintain a credit-attainment rate comparable to that of students in a traditional school environment. Students will enroll in between one and three GIS courses simultaneously in order to achievement the credit attainment goal. Students will meet with their GIS teacher a minimum of two times per week, and students who pass a GIS course will be expected to enroll and begin another GIS upon determination of the final passing grade. Each completed GIS course will be aligned to Carnegie Units. Students will earn 0.5 units for each completed GIS course.

CAA will expect students who are completing their coursework via OL to maintain the same pace as those students learning via GIS or DI. Students who wish to enroll in OL must receive approval from their GIS teacher or a CAA. The student's GIS teacher will monitor a student's progress through the OL curriculum, and students who do not make adequate progress will be provided with additional support to ensure success. In addition to their GIS teacher, students enrolled in OL courses will have access to credentialed teachers via the online platform in ad Students taking courses online will have access to credentialed teachers via the online system. Tutors will be available at the school site for all students, and students may schedule additional support from their GIS or DI teachers.

CAA's instructional design will be structured to promote student academic growth. CAA's learning environment will be one of continuous support and encouragement, and teachers will be trained to work effectively with high-risk and at-risk student populations. CAA will limit class size to between 15 and 20 students in DI courses and between 3 and 5 students. CAA's curriculum DI, GIS, and OL curriculum will align with South Carolina's educational standards, and student progress will be monitored by the DI or GIS teacher. Teachers will be trained to work with high-risk and at-risk students, and DI teachers will be given the flexibility to meet the individual needs of each student. GIS teachers will work closely with each student to teach and re-teach content until the student has demonstrated understanding and can progress in the curriculum. DI and GIS teachers will also update student ILPs according their individual observations. These observations may include documentation of a student's academic needs,

learning style, effective intervention strategies, short and long-term goals, and any other information about a student that a teacher feels will be beneficial to a student's future teachers.

CAA's students will have the opportunity to learn in three different learning environments. The first, DI, where class size will be limited to between 15 and 20 pupils and class length and duration will be driven by student need. A DI teacher's lesson plan will align with South Carolina's educational standards and will deliver instruction through multiple teaching strategies. These strategies will include a combination of independent, small-group, large- group, and whole class work. DI teachers will also assess student learning through multiple assessment methods. DI teachers may use traditional assessment (e.g. multiple choice questions, true or false questions, short or long essay questions) or project-based assessments graded according to a rubric. For DI courses that require student participation in South Carolina's End of Course Examination Program (EOCEP), student performance on the EOCEP will count for 20% of the student's final grade.

The second learning environment, Guided Independent Study, will allow each student to proceed at their own pace through a curriculum designed by Acceleration Academies content experts. Operating similarly to a flipped classroom, students will study curriculum and arrive at their GIS instruction with specific questions identified. GIS teachers will use instructional time to answer questions rather than deliver content. This structure will ensure that students proceed through the GIS curriculum at a pace similar to that of traditional schools and that interventions occur as questions arise. Each instructional meeting time will be student driven, and GIS teachers will work with between

three and five students during this time. For GIS courses that require student participation in South Carolina's EOCEP, student performance on the EOCEP will count for 20% of the student's final grade.

The third learning environment, Online Learning, will allow each student to proceed at their own pace through a curriculum aligned with South Carolina's educational standards and designed by content specialists at Edgenuity. A student's GIS teacher will monitor student progress through the OL platform, and students who do not demonstrate success in the OL environment will be provided additional support to ensure success. Students enrolled in OL will be able to access the curriculum any time during the day or evening, and students without a computer at home will be able to access the OL platform at CAA's school site. For OL courses that require student participation in South Carolina's EOCEP, student performance on the EOCEP will count for 20% of the student's final grade.

CAA will consider student growth and consistent, continuous progress through CAA's curriculum as key indicators of student re-engagement. CAA will offer multiple support mechanisms to ensure student progress, including a diverse range of instructional strategies, extended instructional hours, on-site tutors, and small class sizes. All these resources will work in tandem to allow each student at CAA meet or exceed South Carolina's state standards. This growth, in turn, will allow CAA play a critical role towards closing South Carolina's achievement gap.

Typical Student School Day

CAA will provide a highly individualized educational experience for each of the school's students. Below are two sample school days for students facing different obstacles on their path to a high school diploma:

Student One is a 16-year-old, 10th grader who scored below grade level on the initial math and English Renaissance STAR assessments and, as a result, has been assigned to both math and English DI classes and school-based tutoring. Student One has some family responsibilities, but does not hold a full-time job and is not parenting.

Monday	8:30-9:30: GIS appointment with teacher	10:00-12:00: Algebra 1 DI class	3 hours of GIS academic work
Tuesday	8:30-9:30: monthly meeting with student advisor	10:00-12:00: 10 th grade English DI class	3 hours of GIS academic work
Wednesday	8:30-9:30: GIS appointment with teacher	10:00-12:00: Algebra 1 DI class	3 hours of GIS academic work
Thursday	8:30-9:30: math tutoring	10:00-12:00: 10 th grade English DI class	3 hours of GIS academic work
Friday	12:00-1:00: Leadership opportunity	5 hours of GIS academic work	

Student Two is a 19-year-old, 12th-grader who scored at grade level on the initial math Renaissance STAR assessment and above grade level on the English Renaissance STAR assessment. Student Two has an eight-month-old child for whom she only has two days of childcare per week. Student Two has been primarily assigned to guided independent study classes as well as an online AP English class. As a senior, post-secondary planning is important to her.

Monday	6 hours of GIS academic work		
Tuesday	10:00-11:00: monthly meeting with student advisor	11:00-12:00: GIS appointment with teacher	4 hours of GIS academic work
Wednesday	6 hours of GIS academic work		

Thursday	9:00-11:00: Meeting with college advisor	11:00-12:00: GIS appointment with teacher	3 hours of GIS academic work
Friday	9:00-2:00: community service fieldtrip		One hour of GIS academic work

A student's experience at CAA will be completely different from their experience at a traditional high school. Every student's schedule will be created around their individual academic needs and schedule restrictions. GIS teachers will work with an average caseload of 50 students, and will work with no more than between three and five students during each GIS instructional hour. This close attention will enable CAA to provide a more personalized, supportive, and responsive educational environment to students as they progress towards high school graduation.

Teacher lesson planning process

CAA's teacher lesson planning process is based on *Understanding by Design*

(2005) by Grant Wiggins and Jay McTighe and will be driven by four guiding questions:

1) What are the students supposed to learn and be able to do?

CAA's teachers will use their class's content standards to identify what the student is supposed to learn. The teacher will then develop learning targets from the content standards; these targets will be covered in the lesson. A simple method for articulating a learning target is the rewriting of the content standard by the teacher in the form of an "I can..." statement. By re-writing the learning target as an "I can..." statement, the learning target becomes student centered and measurable.

2) *How well are the students achieving the outcome?*

CAA's teachers will analyze student prior knowledge before delivering the day's lesson. This information will give the teacher a baseline of student understanding. The teacher will then deliver the new material to the students. As the material is being delivered, the teacher will continuously assess the gap between the student's prior knowledge and the learning target. Student progress will be measured based upon the each student's ability to achieve the "I can..." statement.

3) *How is the progress toward learning goals being monitored?*

CAA's teachers will use a variety of formative assessment questions and activities to assess student understanding of the new material. The teacher will plan independent study practice activities to better monitor student progress towards the "I can..." statement. These activities will allow the teacher to give students feedback regarding their progress toward achieving the "I can..." statement.

4) *What adjustments will be made to the lesson as a result of feedback and data?*

CAA's teachers will identify areas of difficulty by reviewing student feedback and evaluating data collected from one-on-one interactions and an analysis of student work. If the student is not making adequate progress toward the "I can..." statement, the teacher will modify instruction, slow down the pace of instruction, or otherwise adapt instruction to better address content the student is having difficulty mastering. As the student progresses through the curriculum, the teacher will plan an activity which allow the student to demonstrate their mastery of the "I can..." statement.

Professional Development Plan and Schedule

The CAA's unique educational model will require extensive professional development and support for staff. CAA's principal will be responsible for overseeing the school's professional development. Professional development during the first year may cover topics such as those outlined in the table below.

Data-Driven Instruction	Provides teachers with the framework necessary to design student programs around quantitative data such as benchmark assessment, standardized test data, and grades. Work samples will be analyzed in real-time to ensure that teachers learn to read, evaluate, and utilize student data holistically. Teachers will then be able to make better informed decisions about student academic needs.
Diversity Competencies	Promotes the understanding of and appreciation for the contributions and benefits of diversity. This is achieved by teaching asset-based thinking, suspension of judgment, interpersonal awareness, and locus of control concepts.
Effective Communication	Teaches the skills needed to have effective, necessary, and (at times) difficult conversations with students, families, and coworkers. This unit is based on the book <i>Fierce Conversations</i> by Susan Scott (2004).
Equity Professional Development	Familiarizes teachers and staff with the achievement gap that persists nationwide between students of different race or ethnicities, socio-economic status, genders, and age groups.
High Expectations	Workshops real-life examples of student work to ensure that high academic standards are held and "A"-quality work is recognized. Teachers will also bring their own student work to ensure that students are held to a consistent standard and receive effective feedback.
Highly Effective Teacher	Helps teachers become highly effective within CAA's educational model by work shopping internally-researched best instructional practices.
No-Fear Audit	Assists teachers in record-keeping and progress monitoring. Topics will include efficiency, file management, checklists, and other best-

	practices sourced from teachers who maintain highly accurate student files.
Powerful Teaching	Workshops skills such as SMART goal-setting, positive coaching, communicating and maintaining high expectations, and owning student data in order to improve instruction.
Time Management	Equips teachers with strategies to increase productivity.

CAA's principal will work with the AA implementation team to determine the best professional development schedule for the above courses. A sample schedule may be as follows:

July and August	Effective Communication	January	Data-Driven Instruction
September	Highly Effective Teacher; Equity Professional Development	February	Powerful Teaching
October	High Expectations	March	Diversity Competencies
November	No-Fear Audit	April	Time Management

A second core component of CAA's professional development will be the implementation of PLCs. CAA's principal will coordinate the creation of the PLCs, and PLCs will analyze, review, and discuss student performance (by teacher, subject, and grade level), feedback (from teachers, students, staff members, and community members), and standardized testing results. Once a PLC has identified an area of need, the PLC will communicate the need to CAA's principal. At that time, CAA's principal will develop a professional development to address the identified need. CAA's principal may develop the professional development independent of or in conjunction with AA staff members. CAA'S principal may also consult with principals and instructional leaders at other AA contract school for professional development they may have held to address the same or a similar need. CAA's principal will ensure that professional

development addresses the needs of the entire school population, including special education students and ELLs.

CAA will deliver a minimum of eight days of professional development prior to the school's opening. The goals of CAA'S induction programming will be to ensure that administrators, teachers, and staff members: 1) know and buy-into the core values and mission of CAA; 2) develop a team mentality with clear expectations; and 3) gain a deeper understanding of CAA's educational model. To achieve these goal, CAA will provide the following trainings:

Culture (Day 1)	• CAA background, culture, and mission • CAA educational model and AA's support functions • CAA experiential learning opportunities • CAA approach to equity and how to incorporate diversity competencies into professional practice
Curriculum (Day 2)	• Learn CAA blended-learning curriculum • Learn how CAA curriculum is designed and how the curriculum incorporates Bloom's Taxonomy and 21st Century Skills • Learn to complete a CAA student planning guide • Learn to determine grade level based on previous credits earned and how students at CAA will earn credits • Learn what to do when a unit has been completed and how to assign tests (includes test re-takes) • Learn to enter transcripts and open classes in CAA student information system
Day to Day Functions (Day 3)	• Introduction to CAA Human Resources system (i.e. Workday) • Set-up workspace • Daily responsibilities • Mock student orientation, registration, and Guided Independent Study appointment • Attendance sheets • Digital vs. Paper files • Truancy process • Senior graduation requirements and procedures

Google Essentials (Day 4)	• Introduction to CAA Google Drive • Introduction to SAMR model for integrating technology in the classroom • Introduction to Google Classroom • Creation of Google Classroom
Special Education (Day 5)	• Introduction to special education identification process and Student Study Team meetings • Collaboration between special education and general education and instructional compliance with an identified student's Individualized Education Plan (IEP) • Participation in IEP meetings • Difference between IEPs and 504 Plans
Quality Assurance (Day 6)	• Introduction to CAA Quality Assurance Manual • Introduction to student data integrity and the importance of ensuring compliance with data systems
Edgenuity (Day 7)	• Introduction to Edgenuity • Pacing students through units and courses in Edgenuity • Managing Edgenuity accounts (Staff) • Managing Edgenuity accounts (Students) • Integration of Edgenuity with Google Classroom
Online Learning (Day 8)	• Revisit and review Edgenuity • Revisit and review Google Classrooms • Best instructional practices for students taking online courses

CAA will schedule a minimum of three hours of professional development each Friday throughout the school year. To accommodate this plan, CAA will schedule the bulk of DI blocks and GIS instructional hours Monday through Thursday, with students using Friday for additional supports such as tutoring or GIS make-up time. CAA will primarily schedule students to the school site Monday through Thursday, with Friday reserved for additional student support such as tutoring, community service events, and college or career guidance. All teachers will be at CAA on Fridays, and the day's structure will allow for common planning and collaboration time in addition to PLC meetings and professional development.

CAA professional development will align with the vision and core academic priorities of the school. The mission of CAA will be to re-engage students in their education, and CAA's induction-period professional development will highlight how CAA's curriculum design and instructional methods are tailored to meet the needs of CAA's anticipated student population. In addition, the first four months of professional development will focus on educational equity and the achievement gap, highly effective teaching strategies, effective communication skills, and maintaining high expectations. Using highly effective teaching strategies to close the achievement gap and re-engage students in their education will be the core academic priority of CAA.

CAA's principal will use quantitative and qualitative data evaluate the effectiveness of professional development and inform future professional development sessions. Quantitative data may include post-professional development teacher surveys, student performance (e.g. grades, standardized test scores, credit attainment rates), and an examination of student records for completeness and accuracy. Qualitative data may include feedback from the Board of Directors, AA support staff, PLCs, teachers, staff members, students, and parents.

CAA's teachers will have time each week for common planning and collaboration. CAA will schedule students to the school site on Monday through Thursday, with Friday reserved for support services such as tutoring, community service events, and college or career guidance. This schedule will give CAA's teachers sufficient time to plan and collaborate together. For example, a Small Group Direction Instruction teacher may meet with a student's Guided Independent Study teacher to review a student's particular learning style and

discuss how the style may be accommodate in both settings. Teachers may also meet in accordance with their subject matter (e.g. math, English, science) or instructional responsibilities (e.g. Guided Independent Study or Direct Instruction). During these meetings, teachers may discuss and share challenges, lesson plans, and approaches they have found successful with their students. In addition, PLCs will provide opportunity for CAA's teachers to research their craft, refine their approach, and share their findings with their colleague.

School Calendar, Daily Schedule, and Staffing Structure

CAA's yearly school calendar includes two weeks of professional development prior to opening, pupil-free days reserved for professional development interspersed throughout the school year, and weekly professional development developed by CAA's principal and informed by PLCs. In addition, each teacher's daily schedule allows for an hour of preparation and collaboration time each day. Finally, students will be scheduled for courses on Monday through Thursday with Friday reserved for student support services such as tutoring, community service events, and college or career guidance. These Fridays will allow CAA to conduct, review, and provide guidance to teachers on their professional development and growth. The CAA school calendar is included in **Appendix D.**

Professional Development Support from Acceleration Academies

CAA's ESP, Acceleration Academies, contract schools in Florida and Washington. These AA-contracted schools work with a student population that is similar to the student population that CAA will serve. As such, CAA will receive extensive shared professional development. CAA's induction and first-year professional development will be developed by AA and will address issues and concerns that other AA contracted schools have confronted and

overcome. CAA's school leadership will also participate in weekly and monthly meetings with school leadership from other AA contracted schools as well as education professionals employed by AA.

As CAA grows throughout South Carolina, the principal CAA will be responsible for developing, leading, and evaluating any shared professional development across the multiple South Carolina-based sites. CAA's principal will receive additional support from education professionals at AA including a Cluster Director—a position which is similar to that of a regional superintendent. The Cluster Director will support CAA's principal and provide input on South Carolina-specific professional development. As a school of and for South Carolina's students, CAA's principal will ensure that all professional development prepares teachers and students to meet South Carolina and the South Carolina Public Charter School District's educational standards and operational expectations.

Virtual Offerings

CAA's computer based courses will be offered through the Edgenuity menu of courses. Edgenuity courses are also available through an exclusive online engagement. Real-time data monitors student progress and performance and determines the best way to help each student achieve. Edgenuity is known for its rigorous content with multiple avenues and levels for students to access and learn. The curriculum meets the needs of students who are reading below grade-level and ELL students as well as those taking Advanced Placement (AP) courses. Regardless of the level of a course, all students acquire mastery of the standards and are prepared for to perform at proficient on state standardized tests.