STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Compass Collegiate Academy, Inc., Appellant, v. Charleston County School District, Respondent.	Docket No. 19-ALJ-30-0131-AP

FINAL ORDER

This matter comes before the South Carolina Administrative Law Court (ALC or Court) pursuant to an appeal by Compass Collegiate Academy, Inc., (CCA or Appellant) challenging the decision of the Charleston County School District (CCSD or Respondent) in which the CCSD Board of Trustees (District Board) denied Appellant's application (the Application) to establish a charter school to be located in Charleston County, South Carolina.

BACKGROUND

On January 31, 2018, Appellant filed the Application with CCSD to open a public charter school pursuant to the South Carolina Charter Schools Act of 1996 (the Act). S.C. Code Ann. §§ 59-40-10 to -240 (Supp. 2018). The process and standards for the submission and review of all applications are set forth in §§ 59-40-50, 60, and 70 of the Act. By February 1st of each year, an applicant must submit an application to a "sponsor," defined under § 59-40-40 as the local school board of trustees in which the charter school will be located, the South Carolina Public Charter School District Board of Trustees (SCPCDS), or the board of trustees or area commission of a public or independent institution of higher learning.

Pursuant to § 59-40-70(B), the board of trustees from which the applicant is seeking sponsorship must rule on the application for the charter school in a public hearing, upon reasonable public notice, within ninety (90) days after receipt of the application. If the board of trustees approves the application, it becomes the charter school's sponsor and must sign the approved application. S.C Code Ann. § 59-40-70(F). If there is no ruling to either approve or deny an application within the proscribed ninety-day period, the application will automatically be considered approved. S.C.

Code Ann. § 59-40-70(B). Lastly, if a board of trustees votes to deny an application, the board must provide a written explanation citing the specific statutory reasons for the denial within ten (10) days of the public hearing and vote. S.C. Code Ann. § 59-40-70(C). Section 59-40-90 provides that the final decision by a board to approve or deny an application may be appealed by any party to the ALC as provided in the Administrative Procedures Act (APA), S.C. Code Ann. §§ 1-23-380 and 1-23-600(D) (Supp. 2018).

In this matter, the District Board notified Appellant on Thursday, April 4, 2019, of a "Special Called CCSD Board Meeting" that was scheduled for Monday, April 8, 2019, to address, among other items, the Application. A printout of the generalized minutes of the meeting was submitted to the Court in the Record on Appeal (ROA) on pages 10 and 11. The Record also contains a separate document entitled "April 8, 2019 Special Called CCSD Board Meeting: Compass Collegiate Charter School Presentation" that purports to have been drafted on June 10, 2019, by Brittney Darnell, who is identified on the document as a Charleston County School District Extern Summer 2019.[1] (ROA, p. 12-22). Because neither party objected to the inclusion of this document in the Record and both parties refer to its contents in their briefs, the Court will refer to this document as "the transcript" and will consider it as such since there is no official transcript of the hearing.

The transcript begins with a general synopsis of three objections made by Hunter Schimpff, CCA's Committee Chair, on behalf of Appellant. First, CCA "requested another day and time to make their presentation due to short notice of their public hearing and the unavailability of their entire charter planning committee to speak at the hearing." (ROA, p. 12). Next, Schimpff objected "to how the review of [CCA's] application ha[d] proceeded and that there ha[d] not been a proper consideration of the merits of their application." *Id.* Finally, Schimpff objected to "discussion of whether to approve or deny [CCA's] application in executive session and request[ed] that it be discussed in public session." *Id.* The transcript then notes that Schimpff "ask[ed] for a ruling on the objections but Reverend Mack [told] him that the Board [would] take them into consideration and [asked] him to move forward with the presentation." *Id.* After these general descriptive notes, the transcript contains the following dialogue:

[1]Some entries in this document contain general descriptions of what took place during the meeting while other entries are purportedly direct quotes from participants in the meeting. (ROA, p. 12-22).

Reverend Collins: Are you asking for a new date to be heard? I didn't understand what you are requesting.

Schimpff: We ask that the discussion of whether to approve or deny the charter be held in public session rather than private session.

Reverend Collins: But you're okay with the notice you received?

Schimpff: We are not okay with it, but we're here today and we're ready to present now.

Reverend Mack: Your request is duly noted and we will discuss this in executive session and whatever our recommendation will be will be done in public session.

(ROA, p.12).

After the exchange concerning its objections, CCA gave a PowerPoint presentation in support of the Application, and the District Board asked questions of the CCA team. (ROA, p. 12-21). The official minutes of the meeting notes that at the end of the presentation, the District Board moved into executive session from 12:47 p.m. to 2:00 p.m. to discuss all items on the special meeting agenda, including the Application. (ROA, p. 10). Upon reconvening in open session, the District Board publicly voted 6-1 in favor of a motion to deny the Application based on the stated failure to meet the following standards as outlined in the Act:[2]

1. Serving students with disabilities and special populations as the Application is deficient in areas designated as requirements under §§ 59-40-50(B)(1) and 59-40-60(F)(5);
2. Goals, objectives and assessment plan as the Application is deficient in areas designated as requirements under § 59-40-60(F)(5) & (6);
3. Employees as the Application does not possess the applicable requirements under § 59-40-60(F)(13);
4. Transportation as the Application does not meet the required standards set forth in § 59-40-60(F)(10); and,
5. Facilities as the application does not meet the required standards set forth in § 59-40-60(F)(11).

Additionally, the District Board concluded, financial estimates showed that the opening of the charter school would have an adverse effect on other schools in the CCSD since it would affect the enrollment, funding, allocations and resources the District would otherwise use to provide for its own schools.

(ROA, p. 10).

[2]The Court notes that the transcript reports that the motion to deny was carried by a 4-3 vote. (ROA, p. 22). However, the official minutes of the meeting reports that the vote was 6-1. (ROA, p. 11).

After the District Board voted to deny the Application on April 8, 2019, the South Carolina Public Charter School District Board (SCPCSD) held its regularly scheduled meeting on April 16, 2019, and approved Appellant's application for the charter. Despite that approval, which resulted in SCPCSD becoming CCA's sponsor, Appellant timely filed a Notice of Appeal to this Court on May 7, 2019. At the time of filing, the written decision concerning the District Board's denial of the charter had not been issued within the required ten days of the public hearing and vote under § 59-40-70(C). On May 20, 2019, the District Board sent Appellant the written decision that had been signed by the District Board's chairman on April 17, 2019. A letter attached to the written decision acknowledged that the Board Order had not been previously sent to Appellant. (ROA, p. 2).

ISSUES ON APPEAL

Appellant listed the following four issues as the basis for its appeal:

1. Is the Application approved as a matter of law because the District Board did not rule on it within ninety days as required by § 59-40-70(B) of the Act?

2. Should the District Board's decision to deny the Application be reversed because the District Board evaluated the Application using the incorrect standards and based its decision on clearly erroneous conclusions?

3. Should the District Board's decision to deny the Application be reversed because the District Board failed to give proper notice of the public hearing pursuant to South Carolina's Freedom of Information Act (FOIA) and the Act?

4. Should the District Board's decision to deny the Application be reversed because the District Board failed to give Appellant a public hearing as required by the Act when it discussed whether to approve the Application in executive session?

In addition to addressing those issues, Respondent also raised the following issue:

5. Does the approval of Appellant's charter application by another charter granting authority, SCPCSD, render this appeal moot?

STANDARD OF REVIEW

The Act expressly incorporates S.C. Code Ann. §§ 1-23-380(B) and 1-23-600(D) as the procedure to appeal a board's decision regarding the sponsorship of a charter school. S.C. Code Ann. § 59-

40-90. The appeal is reviewed pursuant to the substantial evidence standard and the Court "may not substitute its judgment for the judgment of the agency as to the weight of the evidence on questions of fact." S.C. Code Ann. § 1-23-380(5). Under this standard or review, the District Board's findings are presumed correct and the challenging party bears the burden of proving the decision was erroneous in view of the substantial evidence in the record. *See Leventis v. S.C. Dep't of Health and Environmental Control*, 340 S.C. 118 (Ct. App. 2000). Thus, in this matter, the Court may reverse or modify the decision of the District Board to deny the Application only if the substantial rights of the Appellant have been prejudiced because the District Board's findings, inferences, conclusions, or decision is:

> (a) in violation of constitutional or statutory provisions;
> (b) in excess of the statutory authority of the agency;
> (c) made upon unlawful procedure;
> (d) affected by other error of law;
> (e) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
> (f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.
>
> S.C. Code Ann. § 1-23-380(5).

A decision is supported by "substantial evidence" when the record as a whole allows reasonable minds to reach the same conclusion as the agency. *Friends of the Earth v. Pub Serv. Comm'n of S.C.*, 387 S.C. 360, 366, 692 S.E.2d 910, 913 (2010). The fact that the record, when considered as a whole, presents the possibility of drawing inconsistent conclusions from the evidence does not prevent the agency's findings from being supported by substantial evidence. *Waters v. S.C. Land Res. Conservation Comm'n*, 321 S.C. 219, 226, 467 S.E.2d 913, 917 (1996).

DISCUSSION

Does the approval of Appellant's charter application by another charter granting authority, SCPCSD, render this appeal moot?

An appellate court "will not pass on moot and academic questions or make an adjudication where there remains no actual controversy." *Mathis v. South Carolina State Highway Dep't.*, 260 S.C. 344, 346, 195 S.E.2d 713, 714 (1973). "A case becomes moot when judgment, if rendered, will have no practical legal effect upon [an] existing controversy. This is true when some event occurs

making it impossible for [a] reviewing [c]ourt to grant effectual relief." *Id.* at 346, 195 S.E.2d at 715. "Moot appeals differ from unripe appeals in that moot appeals result when intervening events render a case nonjusticiable." *Curtis v. State*, 345 S.C. 557, 567, 549 S.E.2d 591, 596 (2001).

Respondent asserts that the approval of Appellant's application to operate a charter school by SCPCSD on April 16, 2019, renders this appeal moot. As a result of SCPCSD's approval, according to the language of the Act, Appellant and SCPCSD entered into an agreement whereby Appellant is bound to operate the charter school and the SCPCSD Board is bound to serve as its sponsor. As a result of this approval and the corollary binding agreement – which Respondent asserts is an intervening event – Respondent contends that CCA can no longer seek sponsorship from the CCSD Board because its current contractual agreement with SCPCSD would prevent its being able to contract with CCSD as its sponsor. Thus, Respondent argues that even if the Court were to reverse the District Board's denial of CCA's application, it would not be able to order that the District Board approve CCA's application because CCA's already approved charter application with SCPCSD renders that remedy impossible and, therefore, the appeal is moot.

Appellant argues that the Act does not indicate that an applicant may only seek approval from one potential sponsor. Referencing S.C. Code Ann. § 59-40-180, which provides that the State Board of Education shall promulgate regulations and develop guidelines necessary to implement the provisions of the Act, including the application process, Appellant asserts that the State Department of Education (Department) allows submission of applications to more than one sponsor.[3] In support of this assertion, Appellant points out that during the timeline for approving applications each year, from February 1st until approximately the end of April, each potential sponsor schedules public hearings that result in the approval or denial of an application at different times. As a result, Appellant presumes that any applicant may apply to multiple potential sponsors and, if approved by more than one, will inevitably be bound to one sponsor before approval by another. (Appellant offers no example of when this scenario has occurred in the past and offers no remedy to solve this potential conundrum, nor, do the regulations promulgated by the Department that address the application process. *See* S.C. Code Ann. Regs. 43-601 (Supp. 2018)).

[3] The Court notes that the Department of Education's website reports a total of eighteen (18) "2019 Sponsor Received Charter School Applications." Of those, eight (8) were dual applications in which four (4) applicants, including Appellant, sought approval from more than one potential sponsor. https://ed.sc.gov/districts-schools/school-choice/charter-schools-program/charter-school-application-information/.

Thus, Appellant argues that any potential sponsor who schedules its public hearing first and approves the charter could moot any other submitted but outstanding applications that have not yet been considered by other boards. Conversely, any potential sponsor who wishes to deny an application could do so without judicial review if another board subsequently approves the applicant, as in this case. Appellant contends that this is an absurdity not intended by the Legislature, not supported by any language in the statute or regulation, and not consistent with the statutory provision for appellate review by the ALC. Moreover, Appellant argues that this is not the interpretation of the Department, which is tasked with implementing the provisions of the Act, since the Department currently allows the simultaneous submission of duplicate applications to different potential sponsors.

The Act does not directly address multiple applications. Section 59-40-30, entitled "Intent of General Assembly," provides "[i]n authorizing charter schools, it is the intent of the General Assembly to create a legitimate avenue for parents, teachers, and community members to take responsible risks and create new, innovative, and more flexible ways of educating all children within the public school system." The State Board of Education shall promulgate regulations and develop guidelines necessary to implement the Act, including "an application process to include a timeline for submission of applications that will allow for final decision, including Administrative Law Court appeal..." S.C. Code Ann. § 59-40-180. Moreover, under § 59-40-150(A), the Department "shall disseminate information to the public directly and through sponsors, on how to form and operate a charter school." Currently, while it is clear that the Department does, in fact, allow applicants to seek sponsorship from multiple boards at the same time, the regulations the Department has promulgated do not directly address this practice and certainly do not address a scenario where an applicant receives multiple approvals or receives approval from one sponsor but seeks to appeal the earlier denial of another.

Thus, the Court must determine the intent of the General Assembly through statutory interpretation. If a statute's language is plain and unambiguous and conveys a clear and definite meaning, there is no occasion for employing rules of statutory interpretation and the court has no right to look for or impose another meaning. *Paschal v. State Election Comm'n*, 317 S.C. 434, 436, 454 S.E.2d 890, 892 (1995). "Under the plain meaning rule, it is not the court's place to change the meaning of a clear and unambiguous statute." *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000). "The words of a regulation must be given their plain and ordinary meaning

without resort to subtle or forced construction to limit or expand the regulation's operation." *Byerly v. Connor*, 307 S.C. 441, 444, 415 S.E.2d 795, 799 (1992).

A two-step process is required when interpreting and applying statutes and regulations administered by an agency. *Kiawah Dev. Partners, II v. S.C. Dep't of Health & Envtl. Control*, 411 S.C. 16, 32, 766 S.E.2d 707, 717 (2014). "First, a court must determine whether the language of a statute or regulation directly speaks to the issue. If so, the court must utilize the clear meaning of the statute or regulation." *Id.* (citing *Brown v. Bi-Lo, Inc.*, 354 S.C. 436, 440, 581 S.E.2d 836, 838 (2003)). If the statute or regulation is silent or ambiguous with respect to a specific issue, then the court must give deference to the agency's interpretation of the statute or regulation, assuming the interpretation is worthy of deference. *Id.* at 33, 766 S.E.2d at 717. However, when an agency's interpretation is arbitrary, capricious, or manifestly contrary to the statute or regulation at issue, the agency's interpretation is not entitled to deference. *Id.* at 34, 766 S.E.2d at 718. Where the plain language of the statute is contrary to the agency's interpretation, the court will reject the agency's interpretation. *See Brown*, at 440, 581 S.E.2d at 838.

In first analyzing the language of the Act, the Court notes that it is evident that the General Assembly does not account for a duplicate application/multiple approval scenario. In fact, the articles proceeding words such as "application," "sponsor," and "approval" seem to connote only a single application scenario by the use of the words "or," "a," and "the." In S.C. Code Ann. § 59-40-40(4), "'[s]ponsor' means the South Carolina Public Charter School District Board of Trustees, the local school board of trustees in which the charter school is to be located, as provided by law, a public institution of higher learning ... *or* an independent institution of higher learning ... from which the charter school applicant requested its charter and which granted approval for the charter school's existence." (emphasis added). Under the directive provided in § 59-40-60(D)(3), an applicant wishing to form a charter school shall "submit *a* letter of intent and *a* written charter school application to the board of trustees *or* area commission from which the committee is seeking sponsorship." (emphasis added). Pursuant to § 59-40-70(F), "if *the* board of trustees *or* area commission approves *the* application, *it* becomes the charter school's sponsor and shall sign the application." (emphasis added).

Moreover, the language of the Act pertaining to the approval procedure and the contractual obligations incumbent upon an approved applicant and its sponsor also indicate that the General

Assembly only contemplated a singular application process. Again, § 59-40-70(F) provides that "*if* the board of trustees *or* area commission *approves* the application, *it becomes the charter school's sponsor* and shall sign the application. (emphasis added). Section 59-40-60(A) further provides: "[a]n *approved charter application constitutes an agreement* between the charter school and the sponsor." (emphasis added). Section § 59-40-80 addresses the *only* circumstance under which a conditional authorization for a charter may be granted (when an applicant has not secured its space, equipment, facilities, and personnel). Thus, by the use of such limiting language, any other authorization or approval cannot be conditioned upon the subsequent approval or denial of a duplicate, outstanding application submitted for the same charter.

According to the foregoing, the Act clearly establishes a statutory scheme in which an approved charter application immediately binds both parties to this agreement. Once a sponsor approves a charter, it is required to negotiate and execute a charter contract with each approved school. *See* S.C. Code Ann. § 59-40-55(B)(1) and (3). The "*contract* between the charter school and the sponsor *must be executed and must reflect all provisions outlined in the application* as well as the roles, powers, responsibilities, and performance expectations for each party to the contract." S.C. Code Ann. § 59-40-60(B) (emphasis added).

In addition, sections of the Act that address the duration, renewal, revocation, and termination of an approved charter provide further guidance that an approval constitutes a binding contractual agreement for a determinative term that is only severable under specific circumstances. A charter must be approved or renewed for a period of ten (10) years and can only be revoked or not renewed under specific conditions. *See* S.C. Code Ann. § 59-40-110(A) – (K). Section 59-40-110(G) provides that "[t]he existence of another charter granting authority must not be grounds for the nonrenewal or revocation of a charter." Section 59-40-110(I) further provides that "[a] charter school seeking renewal may submit a renewal application to another charter granting authority if the charter school has not committed a material violation of the provisions specified in this section and the sponsor refuses to renew the charter." If a school wishes to terminate the contract with its sponsor, § 59-40-115 directs that the charter school may only terminate its contract if all parties "agree" to the dissolution. Should the sponsor consent, the school may then "seek application for the length of time remaining on its original contract from another sponsor." *Id.* Finally, the dissolution of a charter school means that assets obtained through restrictive agreements with a

donor must be returned to that entity while all other remaining assets become the property of the sponsor. *See* S.C. Code Ann. § 59-40-120.

Such specific statutory provisions pertaining to the duration, renewal, and termination of the contract between the charter school and the sponsor are not only indicative of the Legislature's intent to bind the parties together contractually, but also indicate that the statute is intended to be a comprehensive and thorough representation of the only circumstances and avenues through which the contractual relationship can be dissolved. Moreover, coupled with the specific statutory scheme that establishes the sequential process of application, hearing, approval, signatures binding both parties, and contractual execution, the sections of the Act that deal with the duration, revocation, renewal, and termination of the contract never address or even contemplate a circumstance where one contract can be conditioned or dissolved in favor of the charter's approval by another charter granting authority.

Under the doctrine of statutory construction "*expression unius est exclusion alterius,*" the specific sequence of events leading to the formation of a charter contract and the inclusion of the limited circumstances and procedures under which that contract can be revoked, nonrenewed, or terminated compel one conclusion: the absence of language contemplating a multiple application scenario leading to multiple binding agreements in the statute means that the General Assembly did not intend to allow multiple, simultaneous applications for the same charter. *See, e.g., Nelson v. Ozmint*, 390 S.C. 432, 702 S.E.2d 369 (2010) (holding that the inclusion of an early release provision for second offenders without including such a provision for third offenders in the same statute compelled the conclusion that the General Assembly intended that early release would not apply for third offenders).

In viewing the plain and unambiguous language of the Act and reading the statutes together as a whole to give the most practical effect and reasonable interpretation, the Court finds that it was the intent of the General Assembly that during any application period, only one application would be submitted to one potential sponsor for each charter school. This interpretation is consistent with the stated purpose of the Act and the intent of the General Assembly – "to create a *legitimate* avenue for parents, teachers, and community members to take responsible risks and create new, innovative, and more flexible ways of educating all children within the public school system." S.C. Code Ann. § 59-40-30 (emphasis added).

While the statute does directly address the issue of the application and approval process for a charter school, the Court recognizes that the Act also designates the Department as the agency charged with promulgating regulations and guidelines to effectuate the Act, including the application process. Although S.C. Code Ann. Regs. 43-601 does not address the issue of multiple applications, it is evident that the Department interprets the Act to allow for the simultaneous submission of multiple applications to multiple potential sponsors. To wit, the Department has developed an application template, a contract template, and a "Signature Certification Page" that is to be included with every application. The application template clearly provides that an application can be submitted to multiple sponsors in the section entitled "Select Sponsor(s)." (ROA, p. 37). In this section, the applicant is directed to "[s]elect the desired sponsor(s) from the list below. This should be the same sponsor(s) to whom the Letter of Intent was submitted."[4] *Id.* While it is clear that the Department interprets the Act to allow for this practice, the procedure following the submission of these multiple applications remains unclear.

Other language contained in the "Signature Certification Page" of the application template acknowledges that upon approval, the charter granting authority becomes the school's sponsor and both parties must execute the charter contract reflecting the provisions outlined in the application. Through the signature of the charter school committee chair upon *submission* of the application, the applicant signs a certification for *the* sponsor (in this section the applicant can only fill in one potential sponsor) that the applicant's governing body "will comply with the South Carolina Public Charter School Statement of Assurances if the charter is approved." (ROA, p. 149).

Even more confounding, the "Authorization" section of this page constitutes an agreement between the charter granting sponsor and the school *after approval* stating: "[w]e hereby certify that this charter application has been duly authorized by the sponsor listed above. This authorization indicates that the terms of this application constitute a contractual agreement between the two organizations represented below pursuant to Section 59-40-60 of the South Carolina Charter School Act (1996) . . . ***The sponsor representative and the charter school committee chair will sign below after the school is approved.***" (ROA, p. 150).

[4] The Record in this case reflects that Appellant selected Charleston County School District as the only response. (ROA, p. 37). The Court presumes it has only been provided with the application that was submitted to CCSD in the Record.

Thus, the plain language of the Department's own agency-generated document evidences the Legislature's specific intent and the agency's interpretation that an authorized charter signed by both parties upon approval constitutes a contractual agreement between those two parties. Nowhere in the regulations, procedural guidelines, or templates does the Department address a scenario when a charter is applied for and approved by multiple charter-granting authorities. Nor, does the Department ever seem to contemplate or provide a remedy to address the circumstances of this appeal – when a charter school has been approved by one sponsor, thereby establishing the contractual relationship between the parties, but wishes to appeal the earlier denial by another board.

While the Court is mindful that the Department's interpretation should "be afforded the most respectful consideration," the Department's interpretation "affords no basis for the perpetuation of a patently erroneous application of the statute." *State v. Sweat*, 386 S.C. 339, 351, 688 S.E.2d 569, 575-76 (2010). In *Kiawah Development Partners, II v. South Carolina Department of Health and Environmental Control*, the South Carolina Supreme Court reiterated, "our deference doctrine provides that courts defer to an administrative agency's interpretations with respect to the statutes entrusted to its administration or its own regulations *unless there is a compelling reason to differ.*" 411 S.C. 16, 34, 766 S.E.2d 707, 718 (2014) (internal quotation omitted) (emphasis added). Compelling reasons to differ exist only if the interpretation is "arbitrary, capricious, or manifestly contrary to the statute." *Id.* at 36, 766 S.E.2d at 718 (quoting *Chevron, U.S.A. v. Natural Res. Def. Council, Inc.*, 467 U.S. 837, 844 (1984)).

Here, by providing the option to submit an application to "sponsor(s)" in the agency's written guidelines and templates, the Department has arbitrarily interpreted the statute to allow for multiple submissions during the same review period. This option is not addressed, or perhaps even contemplated, in either the statute or in the Department's own regulations. Furthermore, the addition of this option creates a large gap in the application and approval process for charter schools that remains unaddressed and unremedied by the very agency that created the gap.

The plain language of the statute sets forth the application and approval processes and the limited circumstances under which a charter contract can be terminated. The Department's interpretation is contrary to that plain language because it allows for multiple applications resulting in the formation of multiple binding contracts for the same charter school or a situation where a charter's

approval and the resulting contract could, theoretically, be voided by the appeal of a previous denial before the ALC. Additionally, because the Department has failed to address a single procedure in the wake of the submission of multiple applications, the result of multiple approvals and binding contracts with different sponsors creates exactly the type of uncertainty not intended by the Legislature in announcing that the purpose of the Act is to create a *legitimate* avenue to establish charter schools in South Carolina. As the process presently stands allowing multiple applications with potential uncertainty, the Department's interpretation of the Act and its own regulations is arbitrary, capricious, and manifestly contrary to the statute. The conundrum resulting from this interpretation is, indeed, an absurd result not intended by the Legislature.

Thus, on April 16, 2019, the approval of Appellant's application by SCPCSD bound Appellant to operate the charter school as outlined in the terms of the application submitted to the SCPCSD Board and, reciprocally, bound SCPCSD to serve as CCA's sponsor under the provisions of §§ 59-40-100 and -115. As a result of this intervening event, Appellant can no longer obtain Respondent's sponsorship; therefore, the Court cannot grant effectual relief. The appeal is moot.

Based on the foregoing, the Court declines to address the remaining issues raised by Appellant. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (appellate court need not address remaining issues when ruling on prior issue is dispositive).

It is therefore,

ORDERED that the APPEAL is Dismissed as Moot.

AND IT IS SO ORDERED.

H.W. Funderburk, Jr.
Administrative Law Judge

October 10, 2019
Columbia, South Carolina

Docket No. 19-ALJ-30-0131-AP

CERTIFICATE OF SERVICE

I, Elizabeth A. Perkins, hereby certify that I have this date served this Order upon all parties to this cause by depositing a copy hereof, in the United States mail, postage paid, in the Interagency Mail Service, or by electronic mail to the address provided by the party(ies) and/or their attorney(s).

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