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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Roger M. Young, Sr., Circuit Court Judge

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Case No. 2021-01414

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Charleston Advancement Academy, Inc. .... Appellant.

v.

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

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**RESPONDENT'S MOTION TO DISMISS APPEAL**

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Respondent respectfully moves to dismiss this appeal because Appellant has waived its right to proceed in the Circuit Court rather than the Administrative Law Court at this time. Appellant has filed an appeal in the Administrative Law Court challenging the same decisions by Respondent and Circuit Court Order at issue in this appeal. By proceeding in the Administrative Law Court, Respondent has waived its right to appeal the Circuit Court Order. In addition, this matter is not yet ripe for appeal.

## **INTRODUCTION**

This case arises from the decision of Appellant Charleston Advancement Academy, Inc. (“School”) to wrongfully terminate its education management company (“EMO”), resulting in an arbitration award dated March 16, 2020 against the School in the amount of \$859,142.41. The Arbitration Award has been affirmed by the United States District Court for the Western District of North Carolina, Case No. 3:20-cv-00062 (April 23, 2020), **Exhibit A**, the Fourth Circuit Court of Appeals, Case No. 21-1621 (May 28, 2021) (unpublished per curiam), *cert. denied*, **Exhibit B**. The Complaint alleges the District took actions beginning on November 14, 2019 that somehow caused the arbitrator to determine the School wrongfully terminated the EMO contract on October 31, 2019, before the alleged actions of the District even occurred. *See generally* Notice of Appeal to Administrative Law Court, attached as **Exhibit C**.

By way of brief background, the relationship between the Parties is governed by South Carolina statute. Respondent South Carolina Public Charter School District (“District”) was created by the General Assembly pursuant to the South Carolina Public Charter Schools Act of 1996, S.C. Code Ann. § 59-40-10 to -240 (“Charter Act”). The District is governed by a volunteer board of trustees constituted of seven members appointed by the Governor with advice and consent of the Senate, one member appointed by the Speaker of the House of Representatives, and one member appointed by the President of the Senate. *See* S.C. Code Ann. § 59-40-230(A).

Under the Charter Act, an approved charter application and the subsequent contract between a charter school and District constitute a contractual agreement between the charter school and District. *See* 59-40-60(A) and (B). Following approval of the Charter, the charter school is a public school and nonprofit corporation with a volunteer governing board that is part of the District. *See* S.C. Code Ann. § 59-40-40(2)(a).

Charter schools sometimes choose to contract with management companies to provide certain services to the school. Section 59-40-60(F)(8) of the Charter Act requires charter schools utilizing management companies, known as Education Management Organizations or EMO's, to describe the responsibilities to be fulfilled by the EMO in the school's charter. Section 59-40-60(C) states that "[a] material revision of the terms of the contract between the charter school and the sponsor may be made only with the approval of both parties."

In this case, School applied for and was awarded a charter by the District. The charter proposed by the School described the responsibilities of an EMO, Acceleration Academies, in the operations of the School. Acceleration Academies was so integral to the operation of the School that the school was previously known as and identified in its charter as "Charleston Acceleration Academy."<sup>1</sup>

After the School operated for approximately a year, the School became dissatisfied with the services of the management company and terminated the management contract as of October 31, 2019. The EMO filed for arbitration alleging wrongful termination on November 3, 2019.

Before the arbitration was even completed, School sued Respondent South Carolina Public Charter School District ("District") in Circuit Court seeking an injunction and damages against District. The Amended Complaint alleged that the District did not allow the School to terminate the same contract the Arbitrator found the School wrongfully terminated. *See* Complaint ¶ 44, **Exhibit D**. By Order dated February 26, 2020, attached here as **Exhibit E**, the

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<sup>1</sup> Charters are public documents and official records of the State of South Carolina. The Court therefore may take judicial notice of the contents of the charters, which also were expressly referenced in the Notice of Appeal, the attached correspondence, and the Order.

School's request for Temporary Restraining Order and Preliminary Injunction was denied by Circuit Court Judge Bentley D. Price based on lack of jurisdiction.

The Order on appeal here dismissing the case by School against District in its entirety was entered on November 3, 2021. Like Judge Price's Order, the Order on Appeal found the Circuit Court lacked jurisdiction. The Court ruled that Section 59-40-90 of the Charter Act provided exclusive jurisdiction to the Administrative Law Court for a sponsor's final decisions related to a charter school, such as the decision whether to allow an amendment to a charter. Order 3. The Court also ruled that actions subject to administrative processes of the Department of Education, such as allegations related to the appropriate disbursement of Department funds, would be subject to the Department's administrative processes. Id. Finally, the Court ruled it could not have jurisdiction between the District and School in this matter because Section 59-40-190(C) states the District is immune from civil liabilities "with respect to all activities related to the charter school they sponsor." Id.

On December 3, 2021, School filed both this appeal and an appeal in the Administrative Law Court. District has filed a motion to dismiss in the Administrative Law Court based on jurisdiction and timeliness, attached as **Exhibit F**, as well as this motion.

### **DISCUSSION**

The School should not be permitted to proceed with this appeal while simultaneously pursuing substantially the same claims in the Administrative Law Court. This appeal should be dismissed, and Appellant will maintain its right to seek relief in this Court in the form of an appeal from the decision by the Administrative Law Court at the appropriate time.

The General Assembly made its intent for charter schools and charter school sponsors to resolve disputes between them in the Administrative Law Court by expressly providing for appeals

to the Administrative Law Court and making sponsors immune from civil liability based on activities at the charter schools. See S.C. Code Ann. § 59-40-90 (appeal to ALC); § 59-40-190(C) (sponsor immunity). Moreover, a party may only bring one action involving the same claim at any one time. See S.C. R. Civ. P. 12(b)(8) (requiring dismissal where “another action is pending between the same parties for the same claim”).

A party that acquiesces to a court ruling or takes a position inconsistent with the right to appeal waives or is estopped to assert the right to appeal. See *In re Estate of Boynton*, 355 S.C. 299, 304, 584 S.E.2d 154, 157 (Ct. App. 2003) (citing 4 C.J.S. *Appeal & Error* § 185). In *Boynton*, the Appellant’s argument regarding presentation outside of stipulated facts was not considered because the Appellant proceeded without reservation on the stipulated facts. Here, the School has acquiesced to the Circuit Court Order by filing in the Administrative Law Court as it should have done in the first place. The School has made no objection or reservation in the Administrative Law Court beyond referring to this appeal.

Further, the case is not ripe for appeal with the Administrative Law Court case pending. “A justiciable controversy is a real and substantial controversy which is ripe and appropriate for judicial determination, as distinguished from a contingent, hypothetical or abstract dispute.” *Spivey ex rel. Spivey v. Carolina Crawler*, 367 S.C. 154, 160, 624 S.E.2d 435, 438 (Ct. App. 2005). In *Carolina Crawler*, Appellant argued the Circuit Court erred by dismissing his claim related to review of a “clincher agreement”<sup>2</sup> for lack of jurisdiction. After dismissal, Appellant filed an appeal with the Worker’s Compensation Commission and appealed the Circuit Court’s Order to

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<sup>2</sup> “A clincher is a final release agreement that relieves the employer and its representative from any further responsibility for payment of compensation or medical expenses.” *Carolina Crawler*, 367 S.C. at 158, 624 S.E.2d at 437 (citing 25A S.C. Code Ann. Reg 67-801(E)(1990)).

the Court of Appeals. Id. The Court of Appeals affirmed the trial court's decision to dismiss and found decisions regarding the Commission's jurisdiction were not ripe for appeal. Id. at 160-161, 624 S.E.2d at 438.

Similarly, in this case, the School has responded to the dismissal for lack of jurisdiction by the Circuit Court with an appeal to the Administrative Law Court and to this Court. As in *Carolina Crawler*, the issues before the Administrative Law Court are not ripe for determination. If Appellant is successful at the Administrative Law Court, it may moot this appeal. On the other hand, if Respondent is successful at the Administrative Law Court, Appellant may appeal to this Court at that time. Either way, no justiciable controversy exists regarding the matters on appeal before the Administrative Law Court until the Administrative Law Court rules on the matters before it.

### **CONCLUSION**

For the reasons set forth above, Appellant's appeal should be dismissed.

Respectfully submitted,

HARRELL MARTIN & PEACE, PA



By: \_\_\_\_\_

Erik T. Norton  
SC Bar No. 73860  
E-Mail: erik@hmp-law.com  
135 Columbia Avenue  
Chapin, South Carolina 29036

Attorneys for South Carolina Public Charter School District

Chapin, South Carolina  
January 18, 2022.

# EXHIBIT A

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

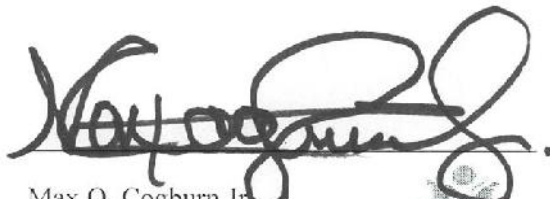
3. The administrative fees of the American Arbitration Association totaling \$24,650 and the compensation and expenses of the arbitrator totaling \$22,158.57 shall be split equally between the parties.

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

**EXHIBIT B****UNPUBLISHED****UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT**

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**No. 20-1621**

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ACCELERATION ACADEMIES, LLC,

Plaintiff - Appellee,

v.

CHARLESTON ACCELERATION ACADEMY, INC.,

Defendant - Appellant.

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Appeal from the United States District Court for the Western District of North Carolina, at  
Charlotte. Max O. Cogburn, Jr., District Judge. (3:20-cv-00062-MOC-DSC)

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Submitted: May 14, 2021

Decided: May 28, 2021

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Before AGEE and RICHARDSON, Circuit Judges, and SHEDD, Senior Circuit Judge.

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Affirmed by unpublished per curiam opinion.

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Katie W. Hartzog, Michael B. Cohen, HARTZOG LAW GROUP LLP, Cary, North  
Carolina; Kevin M. McKenna, Carolyn N. Flynn, MCKENNA SNYDER LLC, Exton,  
Pennsylvania, for Appellant. Edward B. Davis, Joshua B. Durham, BELL, DAVIS &  
PITT, P.A., Charlotte, North Carolina, for Appellee.

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Unpublished opinions are not binding precedent in this circuit.

## PER CURIAM:

Charleston Acceleration Academy, Inc. (“CAA”) appeals from the district court’s order denying its motion to vacate or modify the arbitration award (the “Award”) issued in favor of Acceleration Academies, LLC (“AA”). On appeal, CAA contends that the Award should be vacated because the arbitrator engaged in misbehavior causing prejudice to CAA, the arbitrator manifestly disregarded the law with respect to CAA’s mitigation of damages defense, and the Award fails to draw its essence from the parties’ agreement. Alternatively, CAA asserts that the Award should be modified to reduce the damages awarded to AA. We reject CAA’s arguments and thus affirm.

We review de novo a district court’s denial of a motion to vacate or modify an arbitration award. *Brown & Pipkins, LLC v. Serv. Emps. Int’l Union*, 846 F.3d 716, 723 (4th Cir. 2017) (motion to vacate); *White Springs Agric. Chems., Inc. v. Glawson Invs. Corp.*, 660 F.3d 1277, 1280 (11th Cir. 2011) (motion to modify). Generally, “judicial review of an arbitration award in federal court is severely circumscribed and among the narrowest known at law.” *Jones v. Dancel*, 792 F.3d 395, 401 (4th Cir. 2015) (internal quotation marks omitted). “[A] federal court may vacate an arbitration award only upon a showing of one of the grounds specified in the Federal Arbitration Act, *see* 9 U.S.C. § 10(a), or upon a showing of certain limited common law grounds.”\* *Patten v. Signator*

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\* Although we have continued to evaluate the merits of common law challenges to arbitration awards, we have recognized that our power to vacate an award based on the common law may be an open question after the Supreme Court’s decision in *Hall Street Associates, LLC v. Mattel, Inc.*, 552 U.S. 576, 581 (2008) (holding that Federal Arbitration Act provides “exclusive” grounds for vacatur or modification of arbitration award). *See* (Continued)

*Ins. Agency, Inc.*, 441 F.3d 230, 234 (4th Cir. 2006) (footnote omitted). In reviewing the Award, “our province is not to determine the merits of the dispute between the parties but rather to determine only whether the arbitrator did his job—not whether he did it well, correctly, or reasonably, but simply whether he did it.” *Interactive Brokers LLC v. Saroop*, 969 F.3d 438, 445 (4th Cir. 2020) (internal quotation marks omitted).

Having reviewed the record, including the Award, and the parties’ submissions on appeal, we conclude that CAA has not met its “heavy burden” for vacating the Award. *Id.* at 443. Indeed, CAA has shown neither that the arbitrator engaged in misbehavior within the meaning of 9 U.S.C. § 10(a)(3), nor that the arbitrator manifestly disregarded the law. *See id.* at 442 (explaining manifest disregard standard); *Wachovia Sec., LLC v. Brand*, 671 F.3d 472, 479-80 (4th Cir. 2012) (providing standard for § 10(a)(3) challenge). We further conclude that CAA has failed to demonstrate that the Award does not draw its essence from the parties’ agreement. *See Choice Hotels Int’l, Inc. v. SM Prop. Mgmt., LLC*, 519 F.3d 200, 207 (4th Cir. 2008) (recognizing that, “as long as the arbitrator is even arguably construing or applying the contract and acting within the scope of his authority,” we will not conclude that the arbitrator’s award “fails to draw its essence from the agreement at issue”).

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*MCI Constructors, LLC v. City of Greensboro*, 610 F.3d 849, 857 n.5 (4th Cir. 2010) (discussing *Hall Street Associates, LLC*).

Finally, we are satisfied that CAA has not established any ground for modifying the Award under 9 U.S.C. § 11. *See Del Webb Cmtys., Inc. v. Carlson*, 817 F.3d 867, 875 (4th Cir. 2016) (explaining that § 11 “cabin[s]” court’s authority to modify arbitration award).

Accordingly, we affirm the district court’s denial of CAA’s motion to vacate or modify the Award. We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

*AFFIRMED*

FILED: May 28, 2021

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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No. 20-1621  
(3:20-cv-00062-MOC-DSC)

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ACCELERATION ACADEMIES, LLC

Plaintiff - Appellee

v.

CHARLESTON ACCELERATION ACADEMY, INC.

Defendant - Appellant

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J U D G M E N T

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In accordance with the decision of this court, the judgment of the district court is affirmed.

This judgment shall take effect upon issuance of this court's mandate in accordance with Fed. R. App. P. 41.

/s/ PATRICIA S. CONNOR, CLERK

# EXHIBIT C

## STATE OF SOUTH CAROLINA

### ADMINISTRATIVE LAW COURT

Charleston Advancement Academy High School, )  
)

Docket No. \_\_\_\_\_

Appellant, )  
)

### NOTICE OF APPEAL

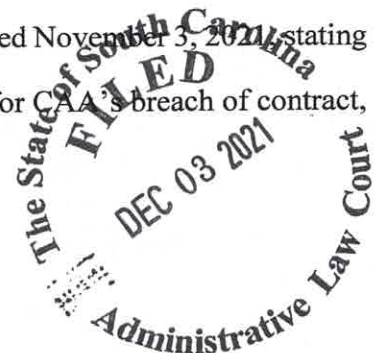
vs. )  
)

South Carolina Public Charter School District, )  
)

Respondent. )  
\_\_\_\_\_ )

Please take notice that Charleston Advancement Academy High School (“CAA”), by and through its undersigned counsel, hereby appeals the actions of the South Carolina Public Charter School District (“SCPCSD”) that began on or about November 14, 2019, which contributed to CAA being found liable by an arbitrator for \$859,142.41. CAA asserts that the actions of the SCPCSD breached its charter contract with CAA, and consequently, CAA seeks damages from the SCPCSD in an amount at least equivalent to that imposed by the arbitrator against CAA. Further, CAA asserts that the SCPCSD’s actions, taken without allowing CAA a hearing before the SCPCSD Board of Trustees, without a vote by the SCPCSD Board of Trustees, and without the SCPCSD issuing a final decision as described in § 1-23-350 of the South Carolina Code of Laws, were a violation of CAA’s due process rights granted by the Constitution of the State of South Carolina. Finally, CAA seeks a declaratory judgment on the rights of a charter school granted by the South Carolina Charter Schools Act of 1996, as amended, and the South Carolina Nonprofit Corporation Act, as amended.

CAA files this appeal in this Honorable Court pursuant to an Order by the Honorable Roger M. Young, Sr., in the Charleston County Court of Common Pleas dated November 5, 2021, stating that the Administrative Law Court is granted exclusive jurisdiction for CAA’s breach of contract,



due process violation, and declaratory judgment claims by S.C. Code Ann. § 59-40-90.<sup>1</sup> CAA is simultaneously appealing Judge Young's Order to the Court of Appeals of South Carolina.

CAA is a nonprofit corporation and public charter school located in Charleston, South Carolina. Contact information for CAA is below:

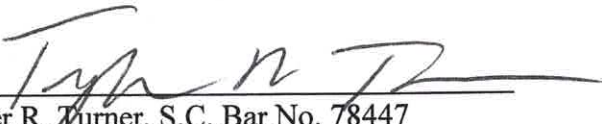
Charleston Advancement Academy High School  
Attn: Board Chair  
7000 Rivers Avenue, Building 100  
North Charleston, SC 29406  
(843) 494-5521  
ndeif@caahighschool.org

Copies of letters sent by the SCPCSD are provided herewith. A copy of this Notice is being provided to all counsel of record.

Respectfully submitted,

TURNER & CAUDELL, LLC

By:

  
Tyler R. Turner, S.C. Bar No. 78447  
tturner@turnercaudell.com

Mary Allison Caudell, S.C. Bar No. 101187  
macaudell@turnercaudell.com

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Columbia, South Carolina 29201  
(803) 828-9708

Attorneys for Appellant Charleston Advancement  
Academy High School

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<sup>1</sup> *But see* S.C. Code Ann. § 1-23-380, which states that “[t]his section does not limit utilization of or the scope of judicial review available under other means of review, redress, relief, or trial de novo provided by law,” and S.C. Code Ann. § 1-23-600(G), which indicates that state agencies have authority to file civil actions in Circuit Court.

McKENNA SNYDER, LLC

By: s/Carolyn N. Flynn  
Carolyn N. Flynn, Pennsylvania Bar No. 201238  
cflynn@mckennalawllc.com

350 Eagleview Blvd., Suite 100  
Exton, PA 19341  
(610) 524-8454

Attorney for Appellant Charleston Advancement  
Academy High School  
Admitted *Pro Hac Vice*

December 3, 2021

Columbia, South Carolina

STATE OF SOUTH CAROLINA  
ADMINISTRATIVE LAW COURT

Charleston Advancement Academy High )  
School, )  
 )  
Appellant, )  
 )  
vs. )  
 )  
South Carolina Public Charter School )  
District, )  
 )  
Respondent. )

Docket No. \_\_\_\_\_

**PROOF OF SERVICE**

We hereby certify that we have served Appellant Charleston Advancement Academy High School's Notice of Appeal in the above-captioned matter by electronic mail on December 3, 2021, to the below named parties at the addresses of record:

Erik T. Norton, Esq.  
Harrell Martin & Peace, PA  
135 Columbia Avenue  
Chapin, SC 29036  
erik@hmp-law.com

Respectfully submitted,

TURNER & CAUDELL, LLC

By: \_\_\_\_\_

Tyler R. Turner, S.C. Bar No. 78447  
tturner@turnercaudell.com

Mary Allison Caudell, S.C. Bar No. 101187  
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Academy High School



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(610) 524-8454

Attorney for Appellant Charleston Advancement  
Academy High School  
Admitted *Pro Hac Vice*

December 3, 2021  
Columbia, South Carolina



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

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](mailto: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](mailto: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

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 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

A handwritten signature in black ink, appearing to read "ESMALLEY", with a long horizontal line extending from the end.

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 Fuance, Prestige Financial



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

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 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

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



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 cursive script, appearing to read "John A. Payne".

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

## Sheri Smithson

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**From:** Tyler Turner  
**Sent:** Friday, December 3, 2021 11:24 AM  
**To:** Erik Norton, Esq.  
**Subject:** Charleston Advancement Academy High School  
**Attachments:** Notice of Appeal - ALC.pdf

Good morning Erik,

Attached and served on you, please find the Notice of Appeal that will be filed with the South Carolina Administrative Law Court with regard to the actions of the South Carolina Public Charter School District (the "SCPCSD"), in accordance with The Honorable Roger Young's Order granting the SCPCSD's Motion to Dismiss.

Additionally, please let this serve as my written request for a transcript of the SCPCSD's Board's meetings on November 14, 2019 and December 13, 2019.

Thank you,

Tyler



Tyler R. Turner, Esq.  
Turner & Caudell, LLC  
914 Richland Street, Suite A-101  
Columbia, SC 29201  
(803) 828-9708

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## EXHIBIT D

ELECTRONICALLY FILED - 2020 Jan 23 5:04 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006592

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

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

### 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,

TURNER & CAUDELL, LLC

By: s/Tyler R. Turner

Tyler R. Turner, S.C. Bar No. 78447  
tturner@turnercaudell.com

Mary Allison Caudell, S.C. Bar No. 101187  
macaudell@turnercaudell.com

914 Richland Street, Suite A-101  
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WILLS MASSALON & ALLEN LLC

By: s/John A. Massalon  
John A. Massalon, S.C. Bar No. 10279  
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Carissa J. Steichen, S.C. Bar No. 104264  
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97 Broad Street  
Charleston, South Carolina 29401  
(843) 727-1144

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.                                            | ) | <b>AMENDED COMPLAINT</b>  |
|                                                | ) |                           |
| 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](mailto: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**

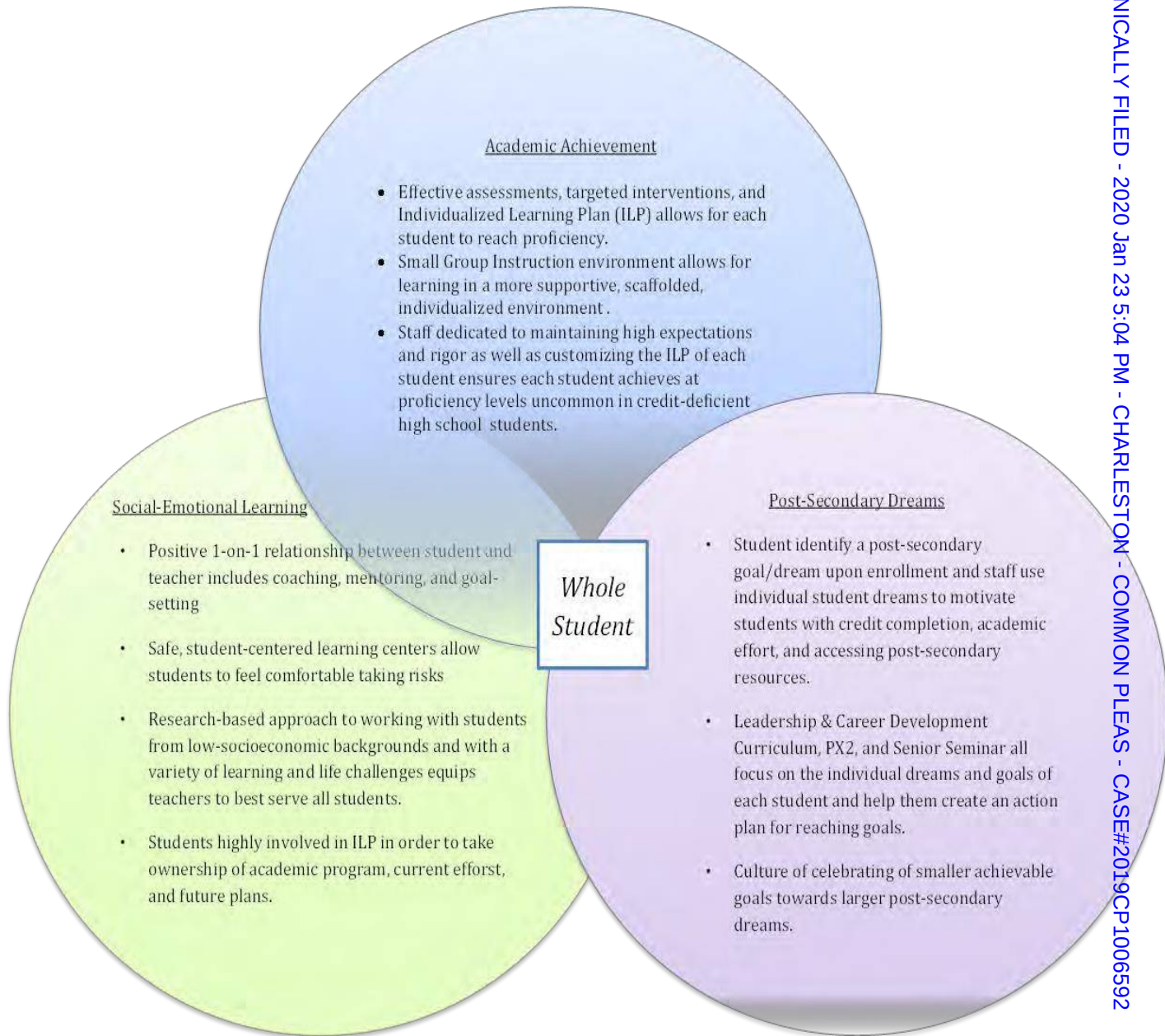
### ***Mission and Vision***

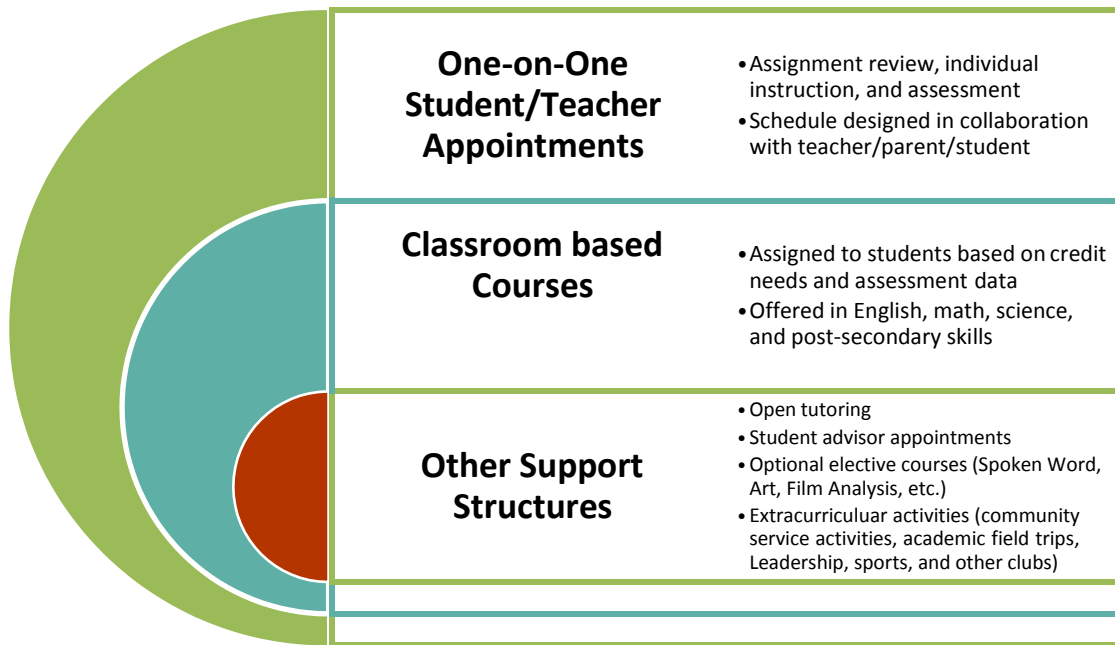
#### **Mission**

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."<sup>1</sup> 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 2016<sup>2</sup>**

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

<sup>1</sup> 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.

<sup>2</sup> 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, 77<sup>3</sup> students are enrolled at Daniel Jenkins and 95<sup>4</sup> 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, 9<sup>th</sup> 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:

<sup>3</sup> Charleston County School District. (2017). Retrieved from [http://www.ccsdschools.com/schools/schools\\_by\\_grade\\_level/high\\_school/daniel\\_jenkins\\_academy](http://www.ccsdschools.com/schools/schools_by_grade_level/high_school/daniel_jenkins_academy)

<sup>4</sup> Charleston County School District. (2017). Retrieved from [http://www.ccsdschools.com/schools/schools\\_by\\_grade\\_level/high\\_school/septima\\_p\\_clark\\_corporate\\_academy](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 9<sup>th</sup> Grade 45-Day Headcount**

| School                          | Class of 2016, 9 <sup>th</sup> Grade Year (2012-13) | Class of 2019, 9 <sup>th</sup> 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."<sup>5</sup> 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

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<sup>5</sup> 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.

## Charleston Acceleration Academy

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

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

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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

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  |

|                                                 |             |   |   |   |
|-------------------------------------------------|-------------|---|---|---|
| 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 |
| <b>Total</b>                                    | <b>24.0</b> |   |   |   |

### **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

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

## Charleston Acceleration Academy

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

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.

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

**Student Two** is a 19-year-old, 12<sup>th</sup>-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.

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

|                 |                                          |                                           |                               |
|-----------------|------------------------------------------|-------------------------------------------|-------------------------------|
| <b>Thursday</b> | 9:00-11:00: Meeting with college advisor | 11:00-12:00: GIS appointment with teacher | 3 hours of GIS academic work  |
| <b>Friday</b>   | 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.

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data-Driven Instruction</b>         | 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. |
| <b>Diversity Competencies</b>          | 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.                                                                                                                                                                 |
| <b>Effective Communication</b>         | 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).                                                                                                                                                                           |
| <b>Equity Professional Development</b> | 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.                                                                                                                                                                                                               |
| <b>High Expectations</b>               | 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.                                                                                                                         |
| <b>Highly Effective Teacher</b>        | Helps teachers become highly effective within CAA's educational model by work shopping internally-researched best instructional practices.                                                                                                                                                                                                                                                         |
| <b>No-Fear Audit</b>                   | 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.                                                                                               |
| <b>Powerful Teaching</b> | Workshops skills such as SMART goal-setting, positive coaching, communicating and maintaining high expectations, and owning student data in order to improve instruction. |
| <b>Time Management</b>   | 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 | <b>Effective Communication</b>                                   | January  | <b>Data-Driven Instruction</b> |
| September       | <b>Highly Effective Teacher; Equity Professional Development</b> | February | <b>Powerful Teaching</b>       |
| October         | <b>High Expectations</b>                                         | March    | <b>Diversity Competencies</b>  |
| November        | <b>No-Fear Audit</b>                                             | April    | <b>Time Management</b>         |

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:

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Culture<br/>(Day 1)</b>                  | <ul style="list-style-type: none"> <li>• CAA background, culture, and mission</li> <li>• CAA educational model and AA's support functions</li> <li>• CAA experiential learning opportunities</li> <li>• CAA approach to equity and how to incorporate diversity competencies into professional practice</li> </ul>                                                                                                                                                                                                                                                                                                    |
| <b>Curriculum<br/>(Day 2)</b>               | <ul style="list-style-type: none"> <li>• Learn CAA blended-learning curriculum</li> <li>• Learn how CAA curriculum is designed and how the curriculum incorporates Bloom's Taxonomy and 21<sup>st</sup> Century Skills</li> <li>• Learn to complete a CAA student planning guide</li> <li>• Learn to determine grade level based on previous credits earned and how students at CAA will earn credits</li> <li>• Learn what to do when a unit has been completed and how to assign tests (includes test re-takes)</li> <li>• Learn to enter transcripts and open classes in CAA student information system</li> </ul> |
| <b>Day to Day<br/>Functions<br/>(Day 3)</b> | <ul style="list-style-type: none"> <li>• Introduction to CAA Human Resources system (i.e. Workday)</li> <li>• Set-up workspace</li> <li>• Daily responsibilities</li> <li>• Mock student orientation, registration, and Guided Independent Study appointment</li> <li>• Attendance sheets</li> <li>• Digital vs. Paper files</li> <li>• Truancy process</li> <li>• Senior graduation requirements and procedures</li> </ul>                                                                                                                                                                                           |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Google Essentials<br/>(Day 4)</b> | <ul style="list-style-type: none"> <li>• Introduction to CAA Google Drive</li> <li>• Introduction to SAMR model for integrating technology in the classroom</li> <li>• Introduction to Google Classroom</li> <li>• Creation of Google Classroom</li> </ul>                                                                                                                                                    |
| <b>Special Education<br/>(Day 5)</b> | <ul style="list-style-type: none"> <li>• Introduction to special education identification process and Student Study Team meetings</li> <li>• Collaboration between special education and general education and instructional compliance with an identified student's Individualized Education Plan (IEP)</li> <li>• Participation in IEP meetings</li> <li>• Difference between IEPs and 504 Plans</li> </ul> |
| <b>Quality Assurance<br/>(Day 6)</b> | <ul style="list-style-type: none"> <li>• Introduction to CAA Quality Assurance Manual</li> <li>• Introduction to student data integrity and the importance of ensuring compliance with data systems</li> </ul>                                                                                                                                                                                                |
| <b>Edgenuity<br/>(Day 7)</b>         | <ul style="list-style-type: none"> <li>• Introduction to Edgenuity</li> <li>• Pacing students through units and courses in Edgenuity</li> <li>• Managing Edgenuity accounts (Staff)</li> <li>• Managing Edgenuity accounts (Students)</li> <li>• Integration of Edgenuity with Google Classroom</li> </ul>                                                                                                    |
| <b>Online Learning<br/>(Day 8)</b>   | <ul style="list-style-type: none"> <li>• Revisit and review Edgenuity</li> <li>• Revisit and review Google Classrooms</li> <li>• Best instructional practices for students taking online courses</li> </ul>                                                                                                                                                                                                   |

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.

**“Real time” requirement**

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

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

**Online Portal**

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

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

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

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

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

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

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

### ***Serving Students with Special Needs***

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

### **Delivery and Placement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Staffing**

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

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

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

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

### **Extracurricular Activities**

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

### ***Goals, Objectives, and Assessment Plan***

#### **Goals and Objectives**

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

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

### **Achievement Indicators**

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

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

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

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

### **Growth Indicators**

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

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

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

### College and Career Readiness Indicators

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

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

### Graduation Rate Indicators

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

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

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

### Student Engagement Indicators

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

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

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

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

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

### **Strategies to Achieve Goals and Objectives**

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

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

### **Assessment Plan**

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

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

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

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

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

**Progress Monitoring Plan**

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

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

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

### **Data Collection, Analysis, and Management**

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

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

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

### **Communicating Results**

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

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

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

**Additional Requirement for Replication Schools -**

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

## II. Organizational Plan

### *Governance*

#### **Charter Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Governance Philosophy**

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

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

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

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

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

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

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

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

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

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

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

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

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

CAA will provide board trainings specific to alternative education and serving at-risk students.

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

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

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

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

**Additional requirements for Replication Schools:**

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

***Education/Charter Management Contracts***

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

### **Business License**

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

### ***Leadership and Operations***

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

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

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

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

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

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

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

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

### **Parent and Community Involvement**

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

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

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

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

### **Professional Development Support and Funding**

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

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

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

### ***Employees and Employment Procedures***

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

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

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

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

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

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

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

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

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

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

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

### ***Enrollment***

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

## Charleston Acceleration Academy

weighted for students who are classified as “high-risk” in accordance with South Carolina Code 59-40-111(A)(3)(a-1).

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

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

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

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

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

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

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

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

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

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

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

## Charleston Acceleration Academy

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

### ***Student Conduct, Rights and Responsibilities***

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

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

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

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

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

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

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

***Transportation***

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

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

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

### III. Business Plan

#### ***Budget and Finance***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***Facilities***

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

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

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

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

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

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

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

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

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

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

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

### ***Insurance Coverage***

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

# Charter School Contract

## Section One: Introduction and Recitals

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

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

## Section Two: Establishment of School

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

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

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

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

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

### **Section Three: Sponsor/School Relationship**

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

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

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

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

revocation; and

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

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

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

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

### 3.2 School responsibilities, roles, powers, and performance expectations

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

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

directors;

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

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

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

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

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

#### **Section Four: Governance**

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

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

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

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

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

### **Section Five: Operation of School and Waivers**

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

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

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

#### **Section Six: School Enrollment and Demographics**

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

## **Section Seven: Educational Program**

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

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

### **Section Eight: Financial Matters**

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

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

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

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

### **Section Nine: Personnel**

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

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

### **Section Ten: Service Contracts with the Sponsor**

**10.1 Direct costs.** *Not applicable.*

**10.2 Sponsor services.** *Not applicable.*

### **Section Eleven: Facilities**

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

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

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

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

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

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

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

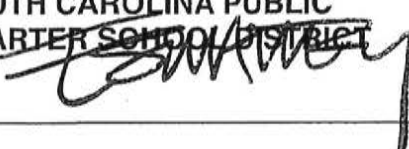
### **Section Thirteen: General Provisions**

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

Intending to be legally bound hereby, the parties hereby execute the foregoing Charter School Contract this \_\_\_\_12\_\_ day of \_\_\_\_February\_\_\_\_, 2018, with an effective date of \_\_\_\_\_.

*Signed April 11, 2018 (CW)*

2018.

|                                                                                                                                                                                                            |                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SOUTH CAROLINA PUBLIC<br/>CHARTER SCHOOL DISTRICT</b><br><br>By: _____<br>_____<br>Its: <u>Superintendent</u><br>_____ | <b>CHARLESTON ACCELERATION<br/>ACADEMY</b><br>By: _____ Nadine Deif/ <br>_____<br>Its: _____ Nadine Deif/<br>Chairperson _____<br>_____ |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Attachment**

*Pre-Opening Conditions*

October 30, 2019

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

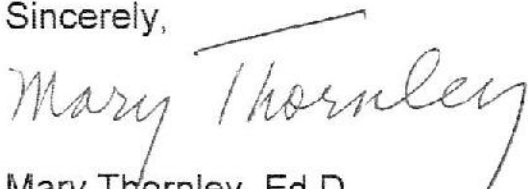
Dear Ms. Deif:

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 Cleary Reportable Crimes
- 4 Verbal altercations with TTC Facility/Staff members or CAA Security
- 1 Damage to State Property
- 1 Disorderly Conduct

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Thornley Campus Cleary 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 ridging 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](mailto:emoffly@aol.com)>  
**Date:** November 15, 2019 at 3:17:51 PM EST  
**To:** Erik Norton <[Erik.Norton@nelsonmullins.com](mailto:Erik.Norton@nelsonmullins.com)>, "John M. Reagle" <[jreagle@hmwlegal.com](mailto:jreagle@hmwlegal.com)>, Nadine Deif <[ndeif@icloud.com](mailto:ndeif@icloud.com)>, Bob Bohnstengel <[bohns@drbobb.com](mailto: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](mailto:Erik.Norton@nelsonmullins.com)>  
 Date: November 15, 2019 at 11:00:29 AM EST  
 To: "John M. Reagle" <[jreagle@hmwlegal.com](mailto:jreagle@hmwlegal.com)>  
 Cc: David Sundstrom <[dsundstrom@davidmsundstrom.org](mailto: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](mailto:erik.norton@nelsonmullins.com)

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#### Confidentiality Notice

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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:

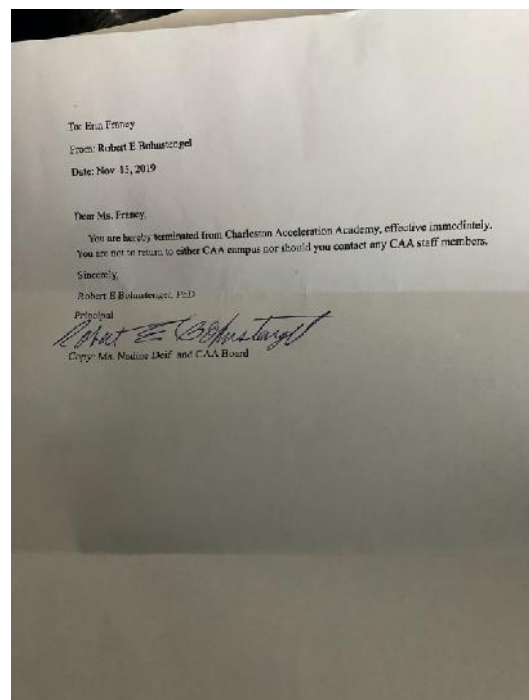
- Erin Franey's employment was immediately terminated. (By "Bob Bohnstengel, Principal. See below.) I know of no CAA Board meeting authorizing this disruption.)
- "Principal" Bob Bohnstengel instructed faculty and students this morning— after terminating Erin's employment— that he is now "acting principal." (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](mailto:dsundstrom@accelerationacademy.org)





Superintendent:  
Elliot Smalley

Board of Trustees:  
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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](mailto: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](mailto: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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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  
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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](mailto:ndeif@caahighschool.org) if you have any questions.

Sincerely,



Nadine Deif  
Board Chair

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



Superintendent:  
Elliot Smalley

Board of Trustees:  
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Teresa Pope, PhD  
Beth Purcell

December 5, 2019

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

Dear Ms. Deif:

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

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

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

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

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

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

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

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

Sincerely,

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

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

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

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

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

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

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

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

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

Acceleration Academies, LLC,  
Claimant/Plaintiff

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

vs.

Charleston Acceleration Academy, Inc.  
Respondent/Defendant

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**ORDER**

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

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

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

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

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

**ORDERED THIS 6th DAY OF JANUARY, 2020**

  
\_\_\_\_\_  
HON. ROBERT N. HUNTER JR., ARBITRATOR

**From:** [Robert Bohnstengel](#)  
**To:** [esmalley@sccharter.org](mailto: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

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Dr. Robert Bohnstengel  
Charleston Advancement Academy

December 16, 2019

**VIA EMAIL**

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

Dear Superintendent Smalley,

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

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

**1. Personnel Issues & Interference**

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

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

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

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

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

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

## 2. Transportation

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

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

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

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

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

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

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

### 3. AA Interference

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

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

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

#### 4. Educational Software, Website, and Email Transition Plan

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

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

#### 5. Insurance and Benefits

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

#### 6. Clear Delineation of Responsibilities and Authority

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

Thank you for your assistance in these matters.

Sincerely,

Dr. Robert Bohnstengel  
Charleston Advancement Academy



January 9, 2019

HAND DELIVERED

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

Dear Board of Trustees,

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

### Plan to Provide Services

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

### Concerns Experienced through District Leadership & Staff Actions

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

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

August/September 2019

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

October 2019

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

October 31, 2019

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

November 4, 2019

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

November 6, 2019

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

November 12, 2019

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

November 14, 2019

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

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

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

November 15, 2019

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

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

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

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

November 21, 2019

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

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

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

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

As of November 14, 2019...

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Our Request to the District Board

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

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

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

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

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

For the Board of Charleston Advancement Academy, most sincerely,

A handwritten signature in black ink, appearing to read 'Nadine Deif', with a stylized, cursive script.

Nadine Deif  
Chair of the Board



## Purpose of This Document

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

## Phases for Transition

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

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

## Mission Statement

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

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

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

## Our Guiding Principles

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

- Mutual Trust
- Mutual Respect
- Compassion
- Integrity

Our fundamental guiding priorities for leadership include:

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

## Methodology

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

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

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

## Mentoring

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

## Leadership

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

### Board of Directors

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

### Administration

#### **Dr. Robert Bohnstengel**

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

### Other Resources

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

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

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

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

## Staff

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

We have a variety of personnel:

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

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

## Learning

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

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

- Small School Size
- Small Group Learning
- Rigorous Curriculum

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

## Educational Software

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

- Edgenuity
- Naviance
- Powerschool
- Atlas
- NWEA MAP

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

## Orientation

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

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

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

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

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

## Resource Capacity

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

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

## Safety

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

## Marketing & Outreach

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

### Relationships with Local School Districts

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

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

### Door-to Door

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

## Marketing Strategy

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

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

## Resources

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

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

## For Students

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

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

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

### Student Assessments

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

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

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

## Experiential Learning

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

## Barriers to Learning to Consider and Resolve

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

## Facilities

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

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

## Next Steps

### For AA and SCPCSD

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

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

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

### For CAA

Our next steps also include:

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

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

ELECTRONICALLY FILED - 2020 Feb 26 10:49 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006592

|                                               |   |                                 |
|-----------------------------------------------|---|---------------------------------|
| Charleston Advancement Academy High School,   | ) |                                 |
|                                               | ) |                                 |
| Plaintiff,                                    | ) | C.A. No. 2019-CP-10-6592        |
|                                               | ) |                                 |
|                                               | ) |                                 |
| vs.                                           | ) | <b>[Proposed] ORDER DENYING</b> |
|                                               | ) | <b>PLAINTIFF'S MOTION FOR</b>   |
| South Carolina Public Charter School District | ) | <b>TRO AND PRELIMINARY</b>      |
|                                               | ) | <b>INJUNCTION</b>               |
|                                               | ) |                                 |
| Defendant.                                    | ) |                                 |
|                                               | ) |                                 |

## 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.**

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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

# EXHIBIT F

## STATE OF SOUTH CAROLINA ADMINISTRATIVE LAW COURT

Charleston Advancement Academy High School,

Appellant,

vs.

South Carolina Public Charter School District,

Respondent.

### MOTION TO DISMISS

DOCKET NO. 21-ALJ-30-0506-AP

Respondent South Carolina Public Charter School District (“District”) hereby moves to dismiss the appeal filed by Appellant Charleston Advancement Academy High School (“School”) pursuant to SCALC Rule 38. The grounds for this motion are that (1) this Court does not have jurisdiction to hear an appeal from an order of the Circuit Court and (2) to the extent the Court does have jurisdiction, the appeal is untimely because it was filed more than two years after the decision by the District that is at issue.

### **BACKGROUND**

Appellant files this appeal “pursuant to an Order by the Honorable Roger M. Young, Sr., in the Charleston County Court of Common Pleas dated November 3, 2021.” *See* Notice of Appeal at 1. The Order by Judge Young dismissed a lawsuit by School against the District. Nonetheless, School failed to attach the Order to its Notice of Appeal. It is attached here as **Exhibit A**.

The South Carolina Public Charter School District (“District”) was created by the General Assembly pursuant to the South Carolina Public Charter Schools Act of 1996, S.C. Code Ann. § 59-40-10 to -240 (“Charter Act”). The District is governed by a volunteer board of trustees constituted of seven members appointed by the Governor with advice and consent of the Senate,

one member appointed by the Speaker of the House of Representatives, and one member appointed by the President of the Senate. *See* S.C. Code Ann. § 59-40-230(A).

Under the Charter Act, an approved charter application and the subsequent contract between a charter school and District constitute a contractual agreement between the charter school and District. *See* 59-40-60(A) and (B). Following approval of the Charter, the charter school is a public school and nonprofit corporation with a volunteer governing board that is part of the District. *See* S.C. Code Ann. § 59-40-40(2)(a).

Charter schools sometimes choose to contract with management companies to provide certain services to the school. Section 59-40-60(F)(8) of the Charter Act requires charter schools utilizing management companies, known as Education Management Organizations or EMO's, to describe the responsibilities to be fulfilled by the EMO in the school's charter. Section 59-40-60(C) states that "[a] material revision of the terms of the contract between the charter school and the sponsor may be made only with the approval of both parties."

In this case, School applied for and was awarded a charter by the District. The charter proposed by the School described the responsibilities of an EMO, Acceleration Academies, in the operations of the School. Acceleration Academies was so integral to the operation of the School that the school was previously known as and identified in its charter as "Charleston Acceleration Academy."<sup>1</sup>

After the School operated for approximately a year, the School became dissatisfied with the services of the management company and terminated the management contract as of October 31, 2019. The EMO filed for arbitration alleging wrongful termination on November 3, 2019. On

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<sup>1</sup> Charters are public documents and official records of the State of South Carolina. The Court therefore may take judicial notice of the contents of the charters, which also were expressly referenced in the Notice of Appeal, the attached correspondence, and the Order.

November 14, 2019 at a regularly scheduled public meeting, the School requested to amend its charter to remove the management company. The District's Board of Trustees denied the amendment request at that time and ruled that the School "must maintain the status quo regarding the services provided at the school pending approval by the SCPCSD Board of an amendment that (1) addresses each of the services provided by the EMO in the Charter and (2) submits a security plan approved by Trident Tech or makes other facility arrangements." *See* Notice of Appeal, p. 6. The Board of Trustees ruling was documented, clarified, and reiterated in written correspondence to the School dated November 21, 2019, December 2, 2019 and December 5, 2019. *Id.* at pp. 6 - 16.

Shortly thereafter, on or about January 23, 2020, the School filed a Complaint against the District in the Charleston County Court of Common Pleas seeking an injunction and monetary damages. The School maintained uninterrupted operations serving students at all times. By Order dated February 26, 2020, attached as **Exhibit B**, Judge Bentley D. Price denied the School's Motion for Temporary Restraining Order on the basis that the Circuit Court did not have jurisdiction. Judge Price ruled, "Section 59-40-90 of the [Charter] Act requires any challenge to a final decision of the District be made to the Administrative Law Court." Order, Ex. B., at Par. 17.<sup>2</sup> On March 16, 2020, the arbitrator found the School wrongfully terminated the EMO's contract and awarded the EMO damages in the amount of \$859,142.41. This arbitration award was affirmed by the United States District Court for the Western District of North Carolina, the Fourth Circuit Court of Appeals, and certiorari was denied by the Supreme Court of the United States.

The School's entire lawsuit against the District thereafter was dismissed on the basis of exclusive jurisdiction thereafter by Judge Young in the Order attached here as Exhibit A, pursuant

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<sup>2</sup> The School filed a motion to reconsider this Order, which was denied by Order dated October 25, 2021.

to which this appeal was filed. Of note, the District conditionally approved the School's amendment request June 11, 2020 and the conditions were fulfilled by October 2020.

### **ARGUMENT**

This appeal should be dismissed for two reasons. First, this Court does not have jurisdiction to hear an appeal from a Circuit Court Order. Second, the School failed to file the appeal within the time allowed by statute.

#### **I. Lack of Jurisdiction**

The Notice of Appeal states that this appeal is filed "pursuant to an Order" dismissing a civil lawsuit by the School against the District. Appellant does not have the right to file the appeal in this Court. The Administrative Law Court was created by statute as an agency and part of the Executive Branch. *See* S.C. Code Ann. § 1-23-500. It therefore follows that the Administrative Law Court is not part of the Judicial Branch, and its scope of review is limited to those matters prescribed by statute. *See* S.C. Code Ann. § 1-23-500. Title 1, Article 5 does not provide any authority for the Administrative Law Court to hear an appeal from the dismissal of a civil suit pursuant to the Rules of Civil Procedure like that brought by the School here. Therefore, this appeal must be dismissed for lack of jurisdiction.

#### **II. The School failed to file the appeal timely.**

Even if this Court did have jurisdiction, the appeal was not timely. Section 59-40-90 of the Charter Act states, "[a] final decision of the school district or a public or independent institution of higher learning sponsor may be appealed by any party to the Administrative Law Court as provided in Sections 1-23-380(B) and 1-23-600(D)." SCALC Rule 33 provides that the appeal must be filed "within thirty (30) days of receipt of the decision from which the appeal is taken." Rule 33(C) further requires the Notice of Appeal to include "a copy of the final decision which is the subject of the appeal and the date received."

The Notice of Appeal does not identify any decision of the District which is the subject of the appeal and does not identify any date upon which it claims to have received the decision. The Notice of Appeal encloses three letters from the District dated from November and December 2019 and references decisions made by the District in November 2019. The Notice of Appeal, filed two years later in December 2021, plainly is untimely if it is these decisions of the District the School intends to appeal.

The School also references the Circuit Court Order dated November 3, 2021. However, the Notice of Appeal does not include a copy of this Order or a date of receipt. Most importantly, the Circuit Court Order is not a decision of the District, and therefore cannot be the subject of appeal or the basis for the determining the timeliness of the appeal. The appeal therefore must be dismissed.

### **CONCLUSION**

This appeal should be dismissed because the Administrative Law Court does not have jurisdiction to review a Circuit Court Order dismissing a civil lawsuit. Even if the Administrative Law Court did have jurisdiction, the appeal was not timely because it was filed almost two years after the decision by the District from which it appears the School is attempting to appeal.

[Signature follows on next page]

HARRELL MARTIN & PEACE, PA



By: \_\_\_\_\_

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135 Columbia Avenue

Chapin, South Carolina 29036

Attorneys for South Carolina Public Charter School District

Chapin, South Carolina  
January 18, 2022.

# EXHIBIT A

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. 2019-CP-10-6592

ORDER

**RECEIVED**

DEC 03 2021

**SC Court of Appeals**

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

ELECTRONICALLY FILED - 2020 Feb 26 10:49 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006592

|                                               |   |                                 |
|-----------------------------------------------|---|---------------------------------|
| Charleston Advancement Academy High School,   | ) |                                 |
|                                               | ) |                                 |
| Plaintiff,                                    | ) | C.A. No. 2019-CP-10-6592        |
|                                               | ) |                                 |
|                                               | ) |                                 |
| vs.                                           | ) | <b>[Proposed] ORDER DENYING</b> |
|                                               | ) | <b>PLAINTIFF'S MOTION FOR</b>   |
| South Carolina Public Charter School District | ) | <b>TRO AND PRELIMINARY</b>      |
|                                               | ) | <b>INJUNCTION</b>               |
|                                               | ) |                                 |
| Defendant.                                    | ) |                                 |
|                                               | ) |                                 |

## 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

RECEIVED

Jan 18 2022

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM CHARLESTON COUNTY  
ROGER M. YOUNG, SR., CIRCUIT COURT JUDGE

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Appellate Case No. 2021-01414

Charleston Advancement Academy, Inc.....Plaintiff/ Appellant,

v.

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

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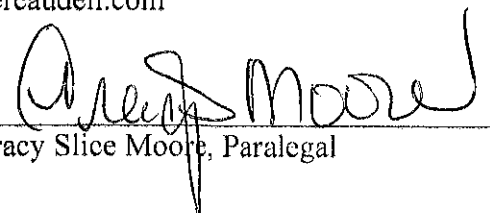
PROOF OF SERVICE

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I, Tracy Slice Moore, an employee with the firm of Harrell, Martin & Peace, P.A., do hereby certify that on January 18, 2022, I served a copy of the Respondent's Motion to Dismiss in the above captioned case on the following individuals by electronic mail using their email address listed in the Attorney Information System, addressed as follows:

Tyler R. Turner, Esq.  
TURNER& CAUDELL, LLC  
tturner@turnercaudell.com

Mary Allison Caudell, Esq.  
TURNER& CAUDELL, LLC  
macaudell@turnercaudell.com

By: 

Tracy Slice Moore, Paralegal

January 18, 2022

**HMP** HARRELL, MARTIN  
& PEACE, P.A.  
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Donald W. Tyler \*  
Thomas B. Jackson, III \*

\*Of Counsel  
\*\*Certified Mediator/Arbitrator

January 18, 2022

**VIA EMAIL AND REGULAR, FIRST CLASS MAIL**

The Honorable Jenny Abbott Kitchings  
South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

**RECEIVED**

**Jan 18 2022**

**SC Court of Appeals**

**Re: Charleston Advancement Academy, Inc. v. South Carolina Public Charter  
School District.  
C/A No.: 2021-01414**

Dear Ms. Kitchings:

Enclosed for filing please find Respondent's Motion to Dismiss Appeal for the above referenced case. It is our understanding that the South Carolina Public Charter School District is exempt from paying any filing fee as it is a department or agency of the State.

By copy of this letter and as evidenced by the Proof of Service, these filings have been served upon counsel for Appellant.

Thank you for your time and attention in this matter. If you have any questions, please do not hesitate to contact our office at the phone number below.

Sincerely,

**HARRELL, MARTIN & PEACE, P.A.**

  
Tracy Slice Moore  
Paralegal to Taylor A. Peace, Esq.

/tsm  
Enclosures

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