

engaged in litigation and forum shopping maneuvers that have, thus far, been uniformly rejected by both state and federal courts.²

CAA's motion must be denied because it fails to show CAA has met its burden of demonstrating an unusual hardship—the applicable standard for a stay. In its 65-page quest to avoid discussing the systemic failures that have led to its revocation, CAA rehashes and embellishes its ongoing tale of conspiracy and intrigue as though writing a fictional novel, . The transparency of these deflective tactics is palpable³. The sole issue before the Court is whether CAA meets the statutory standard of unusual hardship which would necessitate a stay. It does not.⁴

As explained below, all revocations are difficult. However, this revocation does not create any *unusual hardship* on the CAA students or families. Rather, to the contrary, the facts demonstrate that allowing CAA to continue operating places CAA students in jeopardy of not being able to graduate as CAA's own data expert was forced to admit—on direct examination—that CAA student records have “tremendous deficiencies.” (Exhibit E-Hrg. Trans.,

² See Exhibit A: Orders—February 26, 2020 Order Denying CAA's Motion for TRO & Preliminary Injunction; March 16, 2020 Award of Arbitrator in favor of Acceleration Academies; *Acceleration Academies, LLC v. Charleston Acceleration Academy, Inc.*, 858 Fed. Appx. 606 (4th Cir. May 28, 2021) (affirming District Court judgment confirming arbitration award); November 3, 2021 Order Granting South Carolina Public Charter School District's Motion to Dismiss against CAA; and February 10, 2022 Order granting the District's Motion to Dismiss against CAA.

³ CAA alleges it is vital that they must conduct discovery on these wild allegations. What CAA omits is that they have been in litigation for 4 years with the District and AA with opportunities to conduct discovery and, in fact, cross-examined Attorney Norton nearly 6 hours during the arbitration proceedings which included questions about their “silver bullet” 2019 email which Norton received but did not reply.

⁴ To be sure, the terms “unusual” or “hardship” only appear in CAA's motion eight times, but the motion mentions counsel for the District a staggering two hundred thirty-six times. In its continuing endeavor to identify a “boogie-man”, CAA has alleged charges of racism, corruption, illegal dealings and the list goes on against an ever-changing list of public and private individuals depending on the narrative at the time. None of these claims have been successful to date. This seems to comprise most of CAA's argument instead of the merits of whether they meet the statutory standard of unusual hardship.

Askew, 154:4-15). Further, and perhaps even more troubling, CAA student records have been modified by CAA employees a staggering 5,000 times in the last month alone, including changes from prior school years. Based on this testimony and the “Gordian knot” of CAA student records that have been altered, no student transcripts have been able to be verified for graduation for the Spring 2023 semester as of today. Further, this Court is well aware that CAA transferred \$1 million dollars of public funds to its attorneys leading up to and during the hearing to enjoin CAA from disposing of its assets during the revocation proceedings. This Court is also aware that the CAA Board Chair transacted School banking activities from her personal mobile phone on a banking app attached to her personal banking accounts. (*See* May 9, 2023 ALC Order Granting Injunctive Relief to District).

Based on CAA’s actions, or failure to act in accordance with its charter and in compliance with the District, CAA’s charter has been revoked and based on the forthcoming reasons, supported in law, the Motion to Stay must be denied.

Background

CAA’s Memorandum in Support of their Motion to Stay includes 45 pages of background in the form of a “Statement of the Case” and “Statement of Facts,” with which the District generally disagrees.⁵ Much of the memorandum also has very little or nothing to do with the current motion before the Court. For example, CAA speculates what it might find in discovery in the Federal

⁵ Throughout the entire brief, CAA makes many untrue statements. One major “theme” CAA alludes to is an alleged conspiracy in 2019 which involves the District’s counsel, a former District Superintendent, and the owners of Acceleration Academies (“AA”), all which are wholly false accusations and have no evidentiary support whatsoever. Another example of a false statement, is CAA’s assertion that the District’s counsel was called as a witness of AA and that he “testified in support of AA” and that he “testified against CAA.” This could not be further from the truth. District counsel was subpoenaed to the arbitration and testified based on his work as legal counsel for the District. Neither party was awarded any damages at that arbitration. (Exhibit B – Subpoena of Norton).

Court litigation between these parties. The Federal Court has already declined to entertain these speculative and manufactured emergencies by finding that CAA failed to meet, not just one, but all of the elements, necessary to justify a TRO. *See Charleston Advancement Academy vs. SC Public District*, Civ. No. 23-cv-00964, Dkt. 23 (Text Order April 26, 2023) (“...the Court denies Plaintiffs’ emergency motion for a temporary restraining order and preliminary injunction, as the Court finds that Plaintiffs have failed to make the requisite clear showing of any of the factors necessary to obtain such extraordinary relief.”) On January 19, 2023, the District Board voted to provide notice of revocation to CAA. (Exhibit C – Notice of Deny Transfer and Revocation). CAA requested a hearing pursuant to the Charter Act. (Exhibit D – CAA Hearing Request). That hearing was held on May 11, 2023. (Exhibit E – Hrg. Trans.). The hearing proceeded on this date without objection by CAA. The District Board was represented by separate outside counsel, Todd Carroll of Womble Bond Dickinson. District staff was represented by Erik Norton. The District was allowed two hours to present evidence, and CAA was allowed five hours to present evidence. (Exhibit E - Hrg. Trans. 13:21-25). After the close of evidence, the District Board voted to revoke the charter of CAA effective June 30, 2023. (Exhibit E - Hrg. Trans. 272:1 – 273:1). Mr. Carroll requested that counsel for District Staff do the initial draft of the Final Decision and share it with CAA counsel prior to sending the draft to him. Prior to the Final Decision being prepared, CAA filed the Notice of Appeal, Motion for Stay, and Motion for Expedited Assignment in this case on May 12, 2023. The draft of the Final Decision was shared with CAA counsel on May 19, 2023, and they returned it to Mr. Carroll without any requested edits on May 22, 2023. (Exhibit F – Proposed Order Email). The Final Decision was signed by the Board Chair on May 25, 2023. (Exhibit G-Final Decision). CAA filed the instant Amended Notice of Appeal following the written

decision on June 2, 2023. CAA also filed a second Motion to Stay and Memorandum in Support on June 15, 2023 following the written decision.⁶

ARGUMENT

I. No unusual hardship exists to justify a stay.

Even though CAA submits a lengthy brief, only one page of it addresses the question of whether an unusual hardship exists. As explained below, it does not.

Section 59-40-110(J) of the Charter Act states:

A decision to revoke or not to renew a charter school may be appealed to the Administrative Law Court pursuant to the provisions of Section 59-40-90. Upon appeal to the Administrative Law Court, there is no automatic stay of the revocation or nonrenewal decision. Pending resolution of the appeal, the charter school also may move before the Administrative Law Court for imposition of a stay of the revocation or nonrenewal on the grounds that an unusual hardship to the charter school will result from the execution of the sponsor's decision.

Therefore, the decision to revoke by the District Board of Trustees becomes effective as of June 30, 2023, unless CAA can show this Court that some unusual hardship will exist from the statutory presumption that the revocation will be implemented while the appeal is pending.

This Court has previously found that, in order for the Court to grant a motion to stay, the charter school “must show a hardship that is distinct from the hardship generally or usually faced

⁶ Prior to the hearing for the Motion to Stay, the parties conferred via phone conference with Chief Judge Anderson to discuss the need for an expedited hearing and the court's preferences prior to the hearing. The Court requested the parties bring a proposed order to the hearing, and did not require any additional motions and/or briefings; however, CAA filed their memorandum in support of their Motion to Stay and the District felt compelled to provide this response for the record.

by a school that closes due to a revocation of its charter.” See *Quest Leadership Academy v. SC Pub. Ch. Sch. Dist.*, No. 19-ALJ-30-0190-AP (SCALC, July 25, 2019) (denying motion to stay revocation); see also *SC Calvert Academy vs. SC Pub. Ch. Sch. Dist.*, No. 17-ALJ-30-00075-AP (SCALC, May 25, 2017) (denying motion to stay revocation and applying definition that unusual hardship must mean something that is “excessive, unwarranted, atypical or unusual under the situation being addressed in the statute); *Lake City College Prep. Acad. v. SC Pub. Ch. Sch. Dist.*, No. 14-ALJ-30-0256-AP (SCALC, August 6, 2014) (denying motion to stay and citing *In re Frushour*, 433 F.3d 393, 399 (4th Cir. 1999).

CAA’s argument that any kind of unusual hardship exists falls short. On pages 63-64 of its 65-page Memorandum, CAA finally addresses the unusual hardship standard. CAA admits in its Memorandum that it faces the same hardship of losing the school “[a]s with every charter school revocation...” (See CAA’s Memo in Supp. p. 63). CAA’s only arguments that its revocation is “distinctive” are:

- (1) CAA serves an at-risk population that might not re-enroll
- (2) CAA alleges a scheme involving the District’s former Superintendent that left the District in August 2020 to redirect students from CAA to a different charter school in the District.

CAA’s own court filings demonstrate the fallacy in its first argument. CAA is a school of choice. Specifically, CAA students have many more choices than the average South Carolina student which must attend the high school for which they are zoned. In affidavits submitted by CAA parents in federal court and included in the revocation hearing record as an exhibit by the District, the parents identify no less than six other alternative learning high schools available to CAA students. For example, two parents stated the following in affidavits:

That I am aware of the existence of other alternative learning high schools in the Charleston County, Berkeley County and Dorchester County, South Carolina Area, which my child is eligible to attend based on residency specifically: Learn4Life Charleston, Lowcountry Acceleration Academy, Daniel Jenkins Academy, Septima P. Clark Corporate Academy, Greg Mathis Charter High School, and Turning Point Academy.

(Exhibit H – Aff. Lisa A. Keleher-Otto ¶ 12, Aff. Junelle Van Hanegeyn ¶ 10). After these affidavits were submitted, additional resources for CAA students also became available. For example, a local paper published an article in which, yet another charter school advised CAA parents it would be an option for CAA students to enroll after CAA closed. (Exhibit I – Newspaper Article). And these are just the specific alternative learning high schools available. This does not include other programming available within the traditional public schools that may not be considered an alternative learning high school. It is plain from the record that CAA students have more choices than most students in South Carolina for which high school they would like to attend, thus, losing CAA as a choice is not an unusual hardship.

In fact, the record shows CAA’s immediate closure is justified both for taxpayers and students. This Court is already aware of the irregularities with CAA’s financial practices, including the board chair transacting business for the public school from her personal cell phone and transferring \$1,000,000 of public money to their lawyer’s IOLTA accounts during the injunction hearing without advising either this Court or opposing counsel. (*See* May 9, 2023 ALC Order Granting Injunctive Relief to District). Further, CAA’s own data expert admitted that CAA’s PowerSchool records, which are the official student records of South Carolina students, suffers from “serious deficiencies.” (Exhibit E – Hrg. Trans. 154:4-15). Maintaining student records is a core function of any charter school, and a material term of the charter. (Exhibit J – CAA Amended Charter). The serious deficiencies in CAA records have resulted in student diplomas and transcripts

being called into question. Currently, the District and State Department of Education do not know when or if any of the 29 students CAA is allowing to participate in the graduation ceremony on June 21 will be determined eligible for graduation by the District and the State Department of Education. PowerSchool records also show that CAA has made more than 5,000 changes to student records since May 2, 2023. Some of the data deficiencies that the District is attempting to verify include students showing more than 100 absences in a single class for which CAA has attempted to award credit, no statutorily required End-of-Course exam scores for some students, and changes in PowerSchool grades from years past and from grades earned in other schools. (Exhibit E – Hrg. Trans. 72:6-75:7). If these are not data deficiencies, then the students have not earned diplomas as CAA has claimed. Either way, CAA has failed its students in this most basic function of running a high school – maintaining a student’s academic record and file.

Further, allowing CAA to continue to operate risks the waste, fraud, or abuse of taxpayer funds. CAA has exhibited a callous disregard for the safeguards necessary to protect taxpayer funds. (See May 9, 2023 ALC Order Granting Injunctive Relief to District). Moreover, the School has not taken its duties to comply seriously. The School did not timely provide the District access to Edgenuity data, which CAA was ordered to provide on June 12 but did not provide until June 19. CAA also failed to provide evidence that its board chair, Nadine Dief, had removed banking information from her personal phone by June 16. In fact, when the District’s counsel asked CAA counsel to provide this evidence on June 19, he responded as follows:

Additionally, I have emailed Ms. Deif to seek confirmation that she has completed the mobile banking item. Ms. Deif is currently traveling out of the country, so I am not sure when she will respond, but I will confirm as soon as she does.

(Exhibit K – Emails). Incredibly, despite the Order of this Court, CAA allowed Ms. Deif to leave the country without confirmation that she had removed access to almost \$2 million in taxpayer

funds from her personal banking app on her mobile phone that she can access virtually anywhere in the world. CAA also has been unwilling to get this information from its own bank despite the request from District's counsel that it do so. (*See* Exhibit K).

As for the second argument, CAA's conspiracy theory that the revocation is motivated by the desire to redirect its students to another charter school, Lowcountry Acceleration Academy, ("LAA") is absurd. Neither the District, employees, nor non-employees of the District, could systematically redirect CAA students to any other alternative high school because each student has the choice of which school to attend available to them. In fact, LAA is not even the only charter school sponsored by the District that would be a choice for CAA students. Learn4Life is named by the CAA parents in their affidavits as a potential school choice for their students, and it is a school that was approved to open by the District in the same year as LAA. CAA omits this salient – and damning – fact from its 65-page briefing. It would be illogical to conspire with LAA while at the same time opening another school to compete with LAA. Moreover, the former Superintendent that supposedly participated in the plot resigned from the District in August 2020, almost three years ago. CAA admits it has a cordial and professional relationship with the current Superintendent, which has led the District since August 2020. (*See* CAA's Memo in Supp. p. 18). Legal counsel for the District does not have the ability to redirect students to another school either in or out of the District, and this is particularly true where the School admits the current Superintendent is not part of any alleged conspiracy. Further, only three current Board members serve on the District Board that also served in 2019, and one of them abstained from voting on the revocation. CAA conjured a conspiracy that could not possibly exist in 2023 by fantasizing about an email written in 2019 without any factual support whatsoever.

In any event, as other schools before it, CAA's arguments fail to provide any support that demonstrates an unusual hardship to the school in order for this Court to grant a motion to stay the revocation process. For example, in the *Quest* case, the school argued that the poverty rates of the school, the alleged racial bias of the District, and timing over the summer made the revocation distinct and created an unusual hardship on the school. Similarly, a federal court civil action was pending at the time of the hearing in the *Quest* case on the motion to stay. This Court properly found that the school in the *Quest* case failed to demonstrate an unusual hardship and denied the motion to stay. Here, the case presents a much stronger case than in *Quest* to close the school and revoke the charter immediately because of the financial irregularities and data deficiencies noted by CAA's own expert at the revocation hearing. Therefore, the Motion to Stay must be denied.

II. Injunction is not the proper standard.

As explained above, the General Assembly expressly provided the proper procedure for staying the execution of a Final Decision for revocation of a school charter pending appeal under the Charter Act, which does not include an injunction. Moreover, even if an injunction was the proper standard, CAA failed to properly move for an injunction in this instance. However, even if the injunction standard did apply and CAA properly moved for an injunction, even a cursory review of the record demonstrates the elements of an injunction are not met. *See ALG Holdings, LLC v. Dunn*, 382 S.C. 43, 50-51, 674 S.E.2d 505, 508 (Ct. App. 2009) (holding that following must be established for an injunction: "(1) [plaintiff] would suffer irreparable harm if the injunction is not granted; (2) [plaintiff] will likely succeed on the merits of the litigation, and (3) there is an inadequate remedy at law.").

First, irreparable harm does not exist here. For students, CAA is one of many choices available to them in South Carolina. For the teachers and administrators, they have been on notice

that revocation was a possibility since January, providing ample time to make contingent plans and find other employment at either another alternative high school or traditional high school. Moreover, the board members of CAA may exercise their rights through the appeal process, leaving them recourse to restart the school if they are successful on the merits, thus any harm that might occur is not irreparable.

Second, CAA is not likely to succeed on the merits. There is no evidence to demonstrate that CAA has complied with its own charter or is meeting the criteria that is required of the school to continue operating. District Deputy Superintendent John R. Payne meticulously testified how CAA had not met any of its charter goals, including its critical goals of a 65 percent twelfth grade graduating cohort and 40 percent of its students earning at least 6 credits per year. (Exhibit J, p. 46.) The 2022 graduation rate achieved by CAA based on District calculations was 8 percent, and CAA's own rebuttal countered that it was 12.64 percent, still far below the required 65 percent. (Exhibit L – CAA Rebuttal, p. 4). CAA's data analyst manipulated the data by removing transfers and making other adjustments, but still could not work out a way to calculate CAA's graduation rate above 21 percent. (Exhibit M – DataNgin Consulting). CAA did not bother to refute testimony that CAA did not meet the credit attainment goal, and it readily admitted the other goals in the charter were never developed as they were supposed to be.

Third, CAA has an adequate remedy at law – the process provided by the Legislature in the Charter Act. The process for a stay requires CAA to show it will suffer an unusual hardship, in order to stay the revocation process, which it has utterly failed to do.

As such, while an injunction is not the proper standard to stay a revocation of a school charter, even if the Court were to consider an injunction CAA has failed to establish the required elements.

CONCLUSION

Based on the foregoing, the District respectfully requests the Court deny CAA's Motion to Stay the revocation and order the closure procedure to be carried out.

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*Charleston Advancement Academy High School v. South Carolina Public Charter School District
Board of Trustees*

Docket No. 23-ALJ-30-0163-AP

Exhibit A

Orders

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Charleston Advancement Academy High)
School,)

Plaintiff,)

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

vs.)

South Carolina Public Charter School)
District)

Defendant.)

**[Proposed] ORDER DENYING
PLAINTIFF’S MOTION FOR
TRO AND PRELIMINARY
INJUNCTION**

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

LEGAL STANDARD

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

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

13. The School voluntarily appeared in the arbitration.

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION

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

IT IS SO ORDERED.

Bentley Price
Circuit Court Judge

February __, 2020
Charleston, South Carolina.



Charleston Common Pleas

Case Caption: Charleston Advancement Academy High School VS South Carolina
Public Charter School District
Case Number: 2019CP1006592
Type: Order/Temporary Injunction

IT IS SO ORDERED!

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

**AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal**

In the Matter of the Arbitration between

Case Number: 01-19-0003-5142

Acceleration Academies, LLC

-vs-

Charleston Acceleration Academy, Inc. aka

Charleston Advancement Academy High School

AWARD OF ARBITRATOR

THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated April 2, 2018, and after having been duly sworn, AWARDS as follows:

In this case, Charleston Acceleration Academy, Inc., aka Charleston Advancement Academy High School (hereinafter “Respondent”) received a Charter School Contract from the South Carolina Public School District (hereinafter “SCPSD”) on April 1, 2018. This contract allowed the Respondent to contract with an Education Management Organization or Charter Management Organization (hereinafter “EMO”) to provide certain services for the Respondent. On April 2, 2018, pursuant to the express authority granted to it by its Charter, Respondent signed a written agreement (the “EMO contract”) with Acceleration Academies, LLC (hereinafter the “Claimant”) to become the EMO for the Respondent.

The purpose of this agreement was to create a school to “reengage and educate students who remain eligible to receive School services but who have dropped out of or are at risk of dropping out of school.” Claimant was to manage the project and the Respondent was to oversee its management.

Three clauses in the contract are relevant to this dispute: the compensation clause, the audit clause and the termination clause. The compensation clause requires Respondent to pay for Claimant’s services, upon receipt of monthly invoices containing proper documentation, an amount equal to 85% of the weighted per pupil funding available for each Acceleration Academy student for the regular school year (minus deductions for School employee costs paid directly by the School”). The termination agreements within both the EMO and Charter are similar. The EMO contract: (1) expressly incorporates language of the limitations of termination into the EMO contract; (2) provides either party may terminate at will after 180 day notice; and (3) provides the Respondent can terminate in its sole discretion without any notice for public health and safety threats. The contracts provide any exercise of the termination clauses by any party terminating the agreement do so in a manner so as to cause the “least” disruption to the students. The audit clause provides the Claimant “shall maintain all financial records of each educational service Acceleration Academies provides under this agreement” The agreement also provides the Respondent to audit Claimant’s financial records at its “own expense.”

The school opened on July 1, 2018. The Respondent regularly paid invoices submitted to it with little or minimal documentation from the beginning of the contract until September 2019. On July 29, 2019, the Board of Directors of the Respondent were notified \$133,708.12 in grant funds previously awarded to the School had reverted to the State because they had not been claimed by June 15, 2019. About the same time, the Board became concerned the invoices submitted might be inadequate to meet their responsibilities under statutes for financial reporting. To examine this matter, the Board hired an outside accountant to investigate the accounting practices which had been used previously and make remedial recommendations.

Following conversations between the accountants for both parties, Claimant presented a proposed contract amendment to the Respondent's Board allowing the new accountant the ability to remedy, at the Board's expense, the accounting issues pursuant to the auditing clause of the EMO contract. It was rejected. The dispute escalated. As a result, the Respondent refused to pay the Claimant's September invoice until such time as it provided additional documentation. Although additional documentation was subsequently provided it failed to satisfy the Board. Respondent then provided a counteroffer to the Claimant containing new contract terms but reducing its compensation from 85% of the monthly payments from the State to 20% of 85%. This dispute was not resolved through negotiation.

On October 23, 2019, the Claimant then gave the Respondent notice it was terminating the contract under provisions of the agreement which provided the parties with a 180 day period in which the management by the Claimant would end and the Board would have time to make suitable arrangements to manage the school. Subsequent to the Claimant's notice of termination, the Board met and, based on incident reports of student misconduct, decided the Claimant's continued management of the school raised "public health and safety concerns" and terminated the contract in its "sole discretion" on November 1, 2019. The Respondent then refused to pay the Claimant's October invoice.

On November 4, 2019, the Claimant filed this arbitration. Claimant asserts Respondent breached the EMO Contract by failing to pay its monthly invoices for the months of September and October 2019 and by early wrongful termination of the contract. In addition, Claimant asserts entitlement to payments for November 2019 thru April 22, 2020, for breach of its contract based on theories of anticipatory repudiation of contract or breach of contract and violation of federal trademark laws. In addition, the Claimant sought sanctions for violation of a preliminary injunction order entered in this case as well as discovery violations.

Respondents through counterclaims and defenses assert Claimant breached the EMO Contract by not providing invoices with sufficient supporting documents to enable them to comply with South Carolina laws. In addition, Respondent asserts counterclaims for tortious interference with contract, breach of contract, breach of fiduciary duty, an accounting, unjust enrichment, and misrepresentation. Respondent also makes affirmative defenses and asks for monetary damages.

On January 4, 2020, the arbitrator awarded Claimant's motion for preliminary injunction ordering the parties to return to the *status quo ante*. On January 6, 2020, the Respondent made a partial payment to the Claimant of \$57,875.91 on its September invoice.

Hearings were held on February 20 and 21, 2020. At the hearing, evidence showed that the Claimant, who was in charge of the management of the School during the July 2018 to July

2019 period, failed to claim \$133,708.12 in grant funds available to the School. This failure was not justified under the Claimant's duties under the contract nor was a credible explanation tendered to explain this event. I find the Respondent is due a credit in this total amount for Claimant's breach of duties under the contract. In addition, because the contract language entitles the Respondent for an accounting at its own expense, I find the Respondent is entitled to the remedy of an accounting as ordered below.

At the hearing, evidence showed Claimant's invoices were regularly paid from the beginning of the contract until September 2019. I find this pattern was an accepted course of dealing by both parties in carrying out the contract performance. The failure of the Respondent to pay the September 2019 invoice was contrary to the established course of dealing between the parties and justifies the Claimant's termination of the contract. I find the failure to pay the September 2019 invoice and the presentation of a proposed contract amendment reducing the amount of compensation due to the Claimant to be evidence of anticipatory repudiation of the contract on the part of the Respondent entitling the Claimant to damages for anticipated profits.

Based in part upon the damage calculation prepared by the Claimant which I find credible, Claimant is entitled to damages in the gross amount of \$992,850.53 (which already deducted the prior payment made in January 6, 2020), less \$133,708.12 credit for Claimant's breach of contract or a total net amount of \$859,142.41.

The language of the contract involving termination imposes an affirmative duty of the party terminating the contract to terminate the contract in a "manner least disruptive to the students." I find the manner in which the Claimant terminated the contract met this obligation. I find the manner in which the Respondent terminated the contract failed to meet this obligation. Further, I find there is no credible evidence of a threat to public health and safety which was proximately caused by the Claimant to justify immediate termination of the contract, given the affirmative obligation of the parties to terminate the contract in a manner least disruptive to the students.


Both parties have requested attorneys' fees be awarded in their claims for relief or for sanctions. I find no party forwarded a statutory basis for fees or credible evidence for an award of a specific amount of attorneys' fees. The requests for attorney fees are denied.

For the foregoing reasons, I award as follows:

1. Parties' mutual motions for summary judgment are DENIED.
2. Claimant's amended claim for violation of federal trademark laws was not arbitrable under the language of the contract and is dismissed without prejudice.
3. Claimant's claim for breach of contract from the Respondent is ALLOWED in part and DENIED in part.
4. Claimant's request for sanctions against the Respondent is DENIED.
5. Claimant's claim for breach of contract, breach of fiduciary duty and an accounting by the Claimant is ALLOWED in part and DENIED in part.

6. Respondent's claim for unjust enrichment and misrepresentation is DENIED.
7. The Claimant shall have and recover as damages for breach of contract the sum of \$859,142.41.
8. The Respondent is entitled to an accounting from the Claimant as provided in the contract. Claimant is to provide Respondent's accountant with copies and reasonable access to all books and records of Acceleration Academies: to the extent such books and records relate to expenses made by Claimant on behalf of the Respondent from April 2, 2018 until April 22, 2020. Access to such books and records shall begin within 20 days of the payment of the above-said damages by the Respondent to the Claimant. The Respondent shall pay the costs of this accounting. The time and manner the accounting shall be conducted will be as provided for in the contract.
9. The administrative fees of the American Arbitration Association totaling \$24,650.00 and the compensation and expenses of the arbitrator totaling \$22,158.58 shall be borne equally by the parties.
10. The above sums for damages are to be paid on or before April 22, 2020.
11. This award is in full settlement of all claims and counterclaims submitted to this Arbitration, excepting the Federal Trademark claim by the Claimants. All claims and counterclaims not expressly granted herein are hereby denied.

MARCH 16, 2020
Date


Hon. Robert N. Hunter, Jr., Arbitrator

858 Fed.Appx. 606 (Mem)

This case was not selected for publication in West's Federal Reporter.

See Fed. Rule of Appellate Procedure 32.1 generally governing citation of judicial decisions issued on or after Jan. 1, 2007. See also U.S.Ct. of Appeals 4th Cir. Rule 32.1. United States Court of Appeals, Fourth Circuit.

ACCELERATION ACADEMIES,
 LLC, Plaintiff - Appellee,
 v.
CHARLESTON ACCELERATION
ACADEMY, INC., Defendant - Appellant.

No. 20-1621

|
 Submitted: May 14, 2021

|
 Decided: May 28, 2021

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)

Attorneys and Law Firms

[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.

Before [AGEE](#) and [RICHARDSON](#), Circuit Judges, and [SHEDD](#), Senior Circuit Judge.

Opinion

Affirmed by unpublished per curiam opinion.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

***607** 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 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 ***608** *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”).

Finally, we are satisfied that CAA has not established any ground for modifying the Award under 9 U.S.C. § 11. See *Del Webb Cmty., 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

All Citations

858 Fed.Appx. 606 (Mem)

Footnotes

- * 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, 128 S.Ct. 1396, 170 L.Ed.2d 254 (2008) (holding that Federal Arbitration Act provides “exclusive” grounds for vacatur or modification of arbitration award). See (Continued) *MCI Constructors, LLC v. City of Greensboro*, 610 F.3d 849, 857 n.5 (4th Cir. 2010) (discussing *Hall Street Associates, LLC*).

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Charleston Advancement Academy High)
School,)

Plaintiff,)

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

vs.)

South Carolina Public Charter School)
District)

Defendant.)

ORDER

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

**STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT**

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

Docket No. 21-ALJ-30-0506-AP

**ORDER GRANTING
MOTION TO DISMISS**

This matter is before the South Carolina Administrative Law Court (ALC or Court) pursuant to a Motion to Dismiss (Motion) filed by the South Carolina Public Charter School District (District or Respondent) on January 18, 2022. This case originally came before this Court pursuant to an appeal filed by Charleston Advancement Academy High School (Appellant) on December 3, 2021. The District now moves to dismiss the appeal before this Court pursuant to Rule 38 of the Rules of Procedure for the Administrative Law Court (SCALC Rules) on the following grounds: “(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.” Appellant filed a Response to the Motion (Response) on January 28, 2022, in which it asserts the Motion “should be stayed until our State’s appellate court(s) decide whether the South Carolina Administrative Law Court has exclusive jurisdiction over [Appellant]’s claims against the District for breach of contract and violation of due process, for which [Appellant] seeks damages, and [Appellant]’s claim for declaratory judgment relief.” Thereafter, the District filed a Reply in Support of Motion to Dismiss (Reply) asserting that because Appellant clarified it was not appealing the Circuit Court Order, “the only remaining issue for the motion to dismiss is the timeliness of the appeal.” Based upon my review of the parties’ filings and arguments, I grant the Motion for the reasons discussed below.



BACKGROUND

Appellant is a public charter school and a nonprofit corporation organized under the South Carolina Charter Schools Act of 1996 (the Act), as amended, and the South Carolina Nonprofit Corporation Act of 1994 (Nonprofit Act), as amended. The District is a charter school sponsor, as defined by the Act, and created by the South Carolina General Assembly in section 59-40-220 of the South Carolina Code (2020). The District is governed by a volunteer board of trustees comprised of seven members. *See* S.C. Code Ann. § 59-40-230(A). Under the 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) & (B). Charter schools sometimes choose to contract with management companies, known as Education Management Organizations or EMO's, to provide certain services to the school. In this case, Appellant entered into an agreement with an EMO, Acceleration Academies, LLC (AA) in which AA agreed to provide certain educational and operational services to Appellant, including developing and implementing a security plan to ensure the safety of all students and personnel. Thereafter, Appellant became dissatisfied with the services of AA and terminated the management contract as of October 31, 2019. AA then filed for arbitration alleging wrongful termination on November 3, 2019.

On November 14, 2019, at a regularly scheduled public meeting, Appellant requested to amend its charter to remove AA. The District's Board of Trustees denied the amendment request and ruled that Appellant "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." The District's Board of Trustees reiterated its ruling in written correspondence to Appellant dated November 21, 2019, December 2, 2019, and December 5, 2019.

Afterwards, on December 20, 2019, Appellant filed a complaint against the District in the Charleston County Court of Common Pleas seeking an injunction and monetary damages. Appellant filed amended pleadings on January 23, 2020. Appellant then filed a Motion for Temporary Restraining Order. On February 13, 2020, the District filed a Motion to Dismiss Appellant's amended complaint. By Order dated February 26, 2020, Judge Bentley D. Price denied Appellant's Motion for Temporary Restraining Order on the basis that the Circuit Court did not have jurisdiction. Specifically, 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.” On March 16, 2020, the arbitrator found Appellant wrongfully terminated the EMO’s contract and awarded AA damages in the amount of \$859,142.41.¹

Thereafter, on October 26, 2021, a hearing was held before the Honorable Roger Young on the District’s Motion to Dismiss. Judge Young granted the District’s Motion to Dismiss in an order dated November 3, 2021, based, in part, on the determination that the circuit court lacked subject matter jurisdiction to hear Appellant’s claims because the ALC has exclusive jurisdiction to hear appeals of final decisions of a charter school sponsor. Appellant then filed a Notice of Appeal with this Court on December 3, 2021.² In its Notice of Appeal, Appellant began by stating it was appealing the actions of the District which began on November 14, 2019 but then later stated it was filing 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.” The letters from the District’s Board of Trustees dated November 21, 2019, December 2, 2019, and December 5, 2019, were attached as part of Appellant’s Notice of Appeal in this Court but Appellant did not attach the Order by Judge Young.

DISCUSSION

This Court has subject matter jurisdiction to hear the appeal of a decision of the District. S.C. Code Ann. § 56-40-90 (2020) (“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).”); S.C. Code Ann. § 1-23-600 (Supp. 2021); *see Dove v. Gold Kist, Inc.*, 314 S.C. 235, 237–38, 442 S.E.2d 598, 600 (1994) (“Subject matter jurisdiction is the power to hear and determine cases of the general class to which the proceedings in question belong.” (internal quotation marks and citation omitted)). Thus, the issue remaining is the timeliness of Appellant’s appeal.

Pursuant to SCALC Rule 33, the notice of appeal “shall be filed with the Court and a copy served on each party and the agency whose final decision is the subject of the appeal within thirty (30) days of receipt of the decision from which the appeal is taken.” Additionally, section 1-23-

¹ 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.

² Appellant simultaneously filed a Notice of Appeal with the South Carolina Court of Appeals, which is still pending as of the date of this Order.

380(1) of the South Carolina Code (2021) provides “[p]roceedings for review are instituted by serving and filing notice of appeal as provided in the South Carolina Appellate Court Rules within thirty days after the final decision of the agency or, if a rehearing is requested, within thirty days after the decision is rendered.” However, pursuant to SCALC Rule 3(B), “[f]or good cause shown, the administrative law judge may extend or shorten the time to take any action, **except as otherwise provided by rule or law.**” (emphasis added).

The District argues Appellant’s appeal should be dismissed because Appellant failed to seek judicial review within the required procedural timeframes. However, it is unclear what specific timeframe was contravened because the Notice of Appeal does not identify any decision of the District which is the subject of the appeal nor does it identify any date upon which it claims to have received the decision. Nevertheless, Appellant attached three letters from the District’s Board of Trustees and, if any of these decisions are a decision or the decisions Appellant intends to appeal, the Notice of Appeal was filed nearly two years later, making it untimely. Moreover, Appellant admits it is appealing actions taken by the District in 2019; consequently, Appellant concedes that its Notice of Appeal is untimely.

Appellant nonetheless argues it had good cause for filing a Notice of Appeal against the District in this Court outside of the prescribed timeframes for three reasons.³ First, the District did not issue a final decision that could be appealed to this Court under the Administrative Procedures Act. Second, section 59-40-90 of the Charter Schools Act of 1996 does not confer exclusive jurisdiction of all matters that may arise between a charter school and its sponsor to the Administrative Law Court, and further, by incorporating section 1-23-380 and section 1-23-600 by reference, does not preclude charter schools from pursuing other legal or equitable means of redress. Third, Appellant believed that its claims seeking damages for breach of contract and violation of due process and seeking a declaratory judgment were not “wrongs for which the administrative scheme was designed to redress.” (quoting *Capital City Ins. Co., v. BP Staff, Inc.*, 382 S.C. 92, 103, 674 S.E.2d 524, 530 (Ct. App. 2009)).⁴ For these reasons, Appellant asserts

³ Appellant also requests the Court stay this Motion until the appellate court determines if this Court has exclusive jurisdiction over its claims against the District. However, Appellant clarified in its Response that it is appealing the Circuit Court’s Order to the South Carolina Court of Appeals, and not the actions taken by the District. Thus, the appellate court’s determination has no bearing on the matter before this Court as it is reviewing whether the Circuit Court has jurisdiction to hear Appellant’s claims.

⁴ To the contrary, as a “court of record,” the Administrative Law Court has the authority, within its respective jurisdiction, to determine a declaratory judgment action. *See* S.C. Code Ann. § 15-53-20 (2005) (“Courts of record

good cause exists for this Court to extend timeframe to file its appeal beyond the deadline described in SCALC Rule 33. The District argues the “statutory deadline for [Appellant] to file [its] appeal cannot be extended” and “[Appellant] wholly ignores the statute in its response.” It further argues “even if [Appellant] could request to extend the filing deadline, it has failed to show good cause for missing the deadline.”

Here, Appellant is appealing actions taken by the District in November 2019 but attaches three letters dated November 21, 2019, December 2, 2019, and December 5, 2019. No matter which letter Appellant was appealing, it was required to file its appeal with this Court at least in January 2020, thus making this appeal almost two years late.⁵ See § 59-40-90; § 1-23-380(1); SCALC Rule 33. Importantly, Appellant concedes its Notice of Appeal is statutorily untimely but nonetheless requests that the Court extend the time period because it can show good cause for filing it untimely. However, Appellant is mistaken that SCALC Rule 3(B) can extend the time for filing a notice of appeal. Timely service of the notice of appeal is a jurisdictional requirement, and this Court does not have the discretion to extend the time to file the notice of appeal. *Hill v. S. C. Dep't of Health & Env'tl. Control*, 389 S.C. 1, 21, 698 S.E.2d 612, 623 (2010) (“The service of a notice of appeal is a jurisdictional requirement, and the time for service may not be extended . . .”). Indeed, it is well-established that an appellate body may not extend the time to appeal. *Allison v. W.L. Gore & Assocs.*, 394 S.C. 185, 714 S.E.2d 547 (2011); see also *Burnette v. S.C. State Highway Dep't*, 252 S.C. 568, 167 S.E. 2d 571 (1969) (holding a court does not have the authority to extend the time for filing an appeal, or for serving notice of appeal, from a decision

within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed.”); S.C. Code Ann. § 1-23-500 (Supp. 2021) (The Administrative Law Court “is an agency and a court of record within the executive branch of the government of this State.”). Furthermore, “[n]otwithstanding another provision of law, a state agency authorized by law to seek injunctive relief may apply to the Administrative Law Court for . . . equitable relief pursuant to Section 1-23-630.” S.C. Code Ann. § 1-23-600(F) (Supp. 2021).

⁵ The Court notes that it cannot determine whether these are final decisions by the District or if they are interlocutory orders. Section 1-23-380 provides “[a] party who has exhausted all administrative remedies available within the agency and who is aggrieved by a **final decision** in a contested case is entitled to judicial review pursuant to this article and Article 1.” S.C. Code Ann. § 1-23-380. Indeed, “[a] fundamental rule of appellate procedure is that a judgment or order must usually be final before it can be appealed.” *Doe v. Howe*, 362 S.C. 212, 216, 607 S.E.2d 354, 355 (Ct. App. 2004). As the United States Supreme Court has noted, “[p]ermittting piecemeal, prejudgment appeals, we have recognized, undermines ‘efficient judicial administration’ and encroaches upon the prerogatives of [lower] court judges, who play a ‘special role’ in managing ongoing litigation.” *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 106 (2009) (citing *Firestone Tire & Rubber Co. v. Risjord*, 449 U.S. 368, 374 (1981)). Neither party addressed this issue; nonetheless, because I find Appellant’s appeal to be untimely, there is no need to address it.

of an administrative agency). The South Carolina Supreme Court has set forth that a court must dismiss an appeal where the appellant fails to serve a party with the notice of appeal in a timely manner. *See Southbridge Props., Inc. v. Jones*, 292 S.C. 198, 355 S.E. 2d 535 (1987) (applying the appellate court rules and dismissing the case for failure to timely the serve a notice of intent to appeal); *Mears v. Mears*, 287 S.C. 168, 337 S.E. 2d 206 (1985) (applying the appellate court rules and finding a lack of jurisdiction for failure to timely serve a notice of intent to appeal). SCALC Rule 38 further provides, in relevant part, “[u]pon motion of any party, or on its own motion, an administrative law judge may dismiss an appeal or resolve the appeal adversely to the offending party for failure to comply with any of the rules of procedure for appeals.”

Because Appellant’s appeal was untimely, this Court does not have jurisdiction over this case and the District’s Motion must be granted. *See Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004) (“The requirement of service of the notice of appeal is jurisdictional, *i.e.*, if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to ‘rescue’ the delinquent party by extending or ignoring the deadline for service of the notice.”); SCALC Rule 38.

IT IS THEREFORE ORDERED that the Department’s Motion to Dismiss is **GRANTED**, and that this matter is **DISMISSED WITH PREJUDICE**.

AND IT IS SO ORDERED.



Ralph King Anderson, III
Chief Administrative Law Judge

February 10, 2022
Columbia, South Carolina

CERTIFICATE OF SERVICE

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



Stephanie Perez
Judicial Law Clerk

February 10, 2022
Columbia, South Carolina

*Charleston Advancement Academy High School v. South Carolina Public Charter School District
Board of Trustees*

Docket No. 23-ALJ-30-0163-AP

Exhibit B

Subpoena of
Eric Norton

**The Arbitration Tribunals of the
American Arbitration Association**

In the Matter of the Arbitration between

Acceleration Academies, LLC,
Claimant/Plaintiff

vs.

Charleston Acceleration Academy, Inc. (also known as
Charleston Advancement Academy High School)
Respondent/Defendant

Arbitrator James C. Smith
Case: 01-20-0010-1030

Subpoena

to

Mr. Erik Norton
135 Columbia Ave.
Chapin, SC 29036

Via email: erik@hmp-law.com

GREETING:

In accordance with South Carolina Rules of Civil Procedure, Rule 12 and Rule 45, you are hereby required to appear, attend and testify via electronic/video means (ZOOM conference) the arbitration trial in the above reference matter.

Your appearance and testimony are required on **Wednesday, March 9, 2022 at 9:00AM Eastern Standard Time**, but this date and time may be adjusted upon mutual agreement between you and Claimant, to any business hours between March 7- March 11, 2022.

You will receive a video-conference link to the proceedings on or before March 4, 2022. Should you have any questions or concerns, you are directed to contact Claimant's representative David Sundstrom at 904.662.0620 or dsundstrom@davidmsundstrom.org.

Signed: _____

James C. Smith, Arbitrator

Requested by: Claimant Acceleration Academies, LLC

David Sundstrom

Name of Representative

910 West Van Buren ST, Suite 315, Chicago, IL 60607

Address

Zip Code

904.662.0620

Telephone

Dated: February 7, 2022

Erik Norton

From: Tyler Turner <tturner@turnercaudell.com>
Sent: Tuesday, February 22, 2022 9:59 AM
To: Erik Norton; David Sundstrom
Cc: Kevin McKenna; Carolyn Flynn
Subject: RE: AA/CAA Arbitration Subpoena

Thank you for the email, Erik. I am not counsel of record in this matter, but I have passed your email and offer to meet along to Kevin McKenna and Carolyn Flynn, who are representing CAA in this proceeding.

Tyler



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

NOTICE: This e-mail may contain information that is personal and confidential, non-disclosable and protected by attorney/client privilege. If you have received this e-mail in error, this does not constitute permission to examine, copy or distribute the accompanying material. If you receive this message in error, please notify us by telephone as listed above immediately.

From: Erik Norton <Erik@hmp-law.com>
Sent: Friday, February 18, 2022 4:12 PM
To: David Sundstrom <dsundstrom@davidmsundstrom.org>; Tyler Turner <tturner@turnercaudell.com>
Subject: AA/CAA Arbitration Subpoena

David and Tyler,

I have received the attached subpoena from the panel and intend to comply. As a professional courtesy to both parties and as a matter of fairness, I also will make myself available to discuss my anticipated testimony in advance of the hearing if either of you would like to do so.

Please let me know if either of you would like to schedule some time to discuss what you would like to ask me.

Best regards,

Erik



Erik T. Norton

Attorney

Mailing address: PO Box 1000, Chapin, SC 29036

Physical address: 135 Columbia Ave., Chapin, SC 29036

Telephone: 803.345.3353 | Direct Dial: 803.298.2103

Harrellmartinpeace.com

erik@hmp-law.com

*Charleston Advancement Academy High School v. South Carolina Public Charter School District
Board of Trustees*

Docket No. 23-ALJ-30-0163-AP

Exhibit C

Notice of Deny

Transfer and

Revocation



**Public Charter
SCHOOL DISTRICT**

Superintendent
Chris Neeley, MPA

Board of Trustees
John Payne, Chairman
Cyndi Mosteller, Vice Chairman
Randy Page, Secretary
Jonathan Butcher, Trustee
Kip Miller, Trustee
Teresa Pope, Ph. D., Trustee
Billy Strickland, Ed. D., Trustee

January 23, 2023

Via Email and Certified Mail

Nadine Deif, Board Chair
ndeif@caahighschool.org
Charleston Advancement Academy
7000 Rivers Avenue, Bldg. 100
N. Charleston, South Carolina 29405

**Re: Notice of Charter Revocation and Contract Termination
Notice of Final Decision regarding Transfer Request**

Dear Chair Deif:

I am writing to formally notify you that the South Carolina Public Charter School District Board of Trustees (District Board) **denies** the request of Charleston Advancement Academy (CAA) to transfer to Limestone Charter Association (Limestone) pursuant to the South Carolina Charter Schools Act of 1996, S.C. Code Ann. 59-40-10 to -240 (the Act) and the District Board's Transfer Policy. Further, the District Board also voted to provide you this **Notice of Charter Revocation and Contract Termination (Notice of Revocation)** pursuant to the Act based on the following grounds:

- (1) CAA committed a material violation of the conditions, standards, performance expectations or procedures provided for in the charter school application or charter school contract; or both.
- (2) CAA failed to meet the academic performance standards and expectations as defined in the charter school application or charter school contract, or both.

The grounds for the Notice of Revocation are set forth below in reasonable detail as required by Section 59-40-110 of the Act.

South Carolina Public Charter School District

1824 Barnwell Street | Columbia, SC 29201 | Phone: 803-734-8322 | Fax: 803-734-8325 | info@sccharter.org

Notice: Pursuant to Section 59-40-110(H), the CAA Board may request in writing a hearing before the SCPCSD Board within fourteen days of receiving this Notice of Revocation.

Procedural Background

On September 30, 2022, Charleston Advancement Academy (CAA) submitted a request to transfer its charter pursuant to the South Carolina Charter Schools Act, S.C. Code Ann. § 59-40-115 and the South Carolina Public Charter School District (District) Transfer Policy. CAA requested the District Board of Trustees (District Board) considered the request as soon as possible, and the District Board initially scheduled the request to be heard at its November 10, 2022 meeting. However, due to events beyond the District's control and consistent with the District Board's Transfer Policy, the District Board notified CAA on November 4, 2022 that the District Board would consider the request at its regularly scheduled meeting on December 15, 2022, January 19, 2023, or February 9, 2023. On January 4, 2023, the District provided formal notice that the District Board would consider the transfer request at its regularly scheduled meeting on January 19, 2023. The District provided CAA the opportunity to submit any written materials it wished to submit in advance of the January 19 meeting, and CAA submitted supporting materials both with its transfer request and on January 17, 2023. CAA representatives also appeared before the SCPCSD Board at the January 19 meeting to present information and answer questions from the SCPCSD Board. The SCPCSD Board has carefully considered all the information submitted to it as well as information presented to it in the ordinary course of its duties related to CAA while making its decisions.

Transfer Request

On January 12, 2023, the District provided a Transfer Report to the SCPCSD Board and CAA. The Transfer Report provided a summary of information relevant to the factors the Transfer Policy either expressly required or permitted the Board to consider. After duly considering all the available information, the District notes the following in support of its decision to deny the transfer:

- (1) No Memorandum of Agreement, statute, regulation, or State Department of Education Policy sets forth the roles and responsibilities of the sponsors to accomplish the transfer process.
- (2) Legislation before the South Carolina General Assembly would address, in part, the process for school transfers.
- (3) The SCPCSD has approved four new schools to open next year.

South Carolina Public Charter School District

- (4) Since CAA was granted its charter in 2017, its Board has terminated at least two management companies and four school leaders.
- (5) CAA's reasons for transfer are almost entirely related to events that transpired in 2019 and under a prior SCPCSD Superintendent.
- (6) CAA currently has an interim school leader with two administrative level employees on administrative leave. Employees have alleged wrongdoing on behalf of the school and have threatened legal action.
- (7) CAA recently authorized the board chair to negotiate and execute a potential lease for space the school was considering in downtown Charleston. CAA did not inform the District about this potential lease.
- (8) CAA is considering not renewing the lease for its James Island campus. CAA informed the District of this fact in its submission in support of transfer.
- (9) CAA employees have threatened grievances and legal claims because of the leadership change.
- (10) While every student CAA graduates deserves celebration, CAA is not meeting academic performance goals as set forth in its Charter and Contract.
- (11) CAA is not spending adequate funds on academic services and is mismanaging taxpayer funds considering the reserves it maintains and academic performance it is achieving.

Based on the above, the District Board concluded the transfer request should be denied. The absence of any legally required or contractually binding transfer process creates significant concern that the transfer process could negatively impact students and/or the District's ability to serve other schools, students and families that are not transferring. Moreover, CAA operations are not stable, lacking even a permanent school leader and full administrative staff with the potential for having to relocate one of its campuses during the transfer process. Finally, the CAA Board has accumulated funds in its reserve account while failing to meet its charter goals and objectives. All these factors weigh against granting the transfer request, and the SCPCSD Board therefor voted to deny the transfer request.

Notice of Revocation

Following the vote to deny the transfer request, upon proper motion, the SCPCSD Board voted to revoke the CAA charter and terminate the CAA contract as of June 30, 2023 pursuant to the timelines for revocation set forth in the Charter Act. Accordingly, the District hereby sends you this Notice of Revocation. If you disagree with the District Board's decision to revoke, you may request a hearing before the District Board pursuant to S.C. Code Ann. 59-40-110(H).

South Carolina Public Charter School District

The grounds for revocation are as follows:

- (1) CAA committed a material violation of the conditions, standards, performance expectations or procedures provided for in the charter school application or charter school contract; or both.
- (2) CAA failed to meet the academic performance standards and expectations as defined in the charter school application or charter school contract, or both.

The facts supporting the SCPCSD Board’s decision are in the information submitted to the SCPCSD prior to and at the January 19, 2023 board meeting related to the transfer request. The SCPCSD Board also relied on prior submissions specific to CAA and its historical knowledge of CAA’s performance since the SCPCSD Board granted CAA its charter in 2017. A summary of relevant facts include:

- (1) CAA failed to meet its self-identified “critical goals” based on a minimum graduation rate of 65% and at least 40% of students earning at least six credits per academic year.
- (2) PowerSchool data shows CAA’s 4 year adjusted cohort graduation rate, 2019-2022, as:

	2019	2020	2021	2022
School (CAA)	1.10%	4.40%	10.10%	8.80%
District	72.30%	71.20%	75.90%	71.70%
State	81.10%	82.20%	83.30%	83.80%

- (3) PowerSchool Data shows the average number of credits earned or maintained by CAA student by school year is shown by:

	9th	10th	11th	12th	ALL
2019-2020	3.8%	39.86%	61.79%	61.29%	30.61%
2020-2021	2.13%	8.28%	15.6%	16.87%	10.39%
2021-2022	2.33%	2.22%	.89%	4.8%	2.23%

- (4) The average number of credits earned for CAA students, per year, is shown as follows:

2018-2019	3.36 credits per student
2019-2020	3.19 credits per student
2020-2021	2.14 credits per student
2021-2022	1.5 credits per student

- (5) CAA has not created or not reported benchmarks for other academic measures as required by its charter goals.
- (6) CAA data did not show CAA's Charter goals were being met or timely progress towards meeting the Charter goals.
- (7) CAA has increased its fund balance from \$126,014 in 2019 to \$3,452,637 as of June 30, 2022. The fund balance showed a net change of \$1,534,366 during the past fiscal year.
- (8) PowerSchool data shows 771 enrollments in 2021-2022 and approximately 36 students continuously enrolled from the beginning of the 2021-22 school year through the end of the same school year.
- (9) According to publicly available testing data from the South Carolina Department of Education, no more than 64 students took an End-of-Course (EOC) exam in any one subject (English, Algebra, Biology, US History/Constitution).
- (10) In both 2020 and 2021-2022, most CAA students that took an EOC earned a failing score.
- (11) Based on the Special Education Capacity & Growth Index (CGI), CAA is a Tier 3 (high level of support) school. During the first semester of 2022-2023, identified weaknesses for CAA included lack of appropriate special education certifications and proper caseload ratios. Those issues were corrected after being identified by the District.
- (12) After terminating its second management company in favor of self-management by the CAA Board in 2020, the SCPCSD supported CAA in an amendment of its charter effective approximately September 2021, including the amendment of its charter goals.
- (13) In December 2022, parents and faculty voted to replace the CAA Board Chair and Vice-Chair with new board members. The CAA Board Chair and Vice-Chair subsequently appointed the former Chair and Vice-Chair to vacant board seats and re-elected the Board Chair and Vice-Chair to their officer positions.
- (14) Following the reappointment of the Board Chair and Vice-Chair, the Head of School resigned.

Chair Deif
January 23, 2023
Page 6 of 6

- (15) Upon appointment of an interim leader, three administrative leaders at CAA were placed on paid leave and remain on paid leave.
- (16) At a recent specially called CAA board meeting, the CAA board referenced a facility lease about which the District had not been informed.
- (17) The CAA Board did not consult with its parent advisory committee, if it exists, regarding these changes.

Based on the above, the Board concluded the criteria for revocation exist for CAA. It has failed to meet academic goals and expectations year after year. The CAA Board has failed to expend funds to assist with academics in lieu of other priorities. Moreover, the CAA Board has not adequately considered the will of CAA parents, students, and faculty in taking actions that did not prioritize student achievement. Finally, the CAA Board has shown no willingness to address the noncompliant academic performance of CAA.

Therefore, the Board voted to revoke the charter and terminate the contract of CAA effective June 30, 2023.

Notice: Pursuant to Section 59-40-110(H), the CAA Board may request in writing a hearing before the SCPCSD Board within fourteen days of receiving this Notice of Revocation.

Sincerely,



John S. Payne
Chairman, SCPCSD Board of Trustees

cc: James Island Campus (1484 Camp Road, Charleston, SC 29412)
Wayne Stevens, Registered Agent
CAA Board Members (Email only)
CAA Legal Counsel (Email only)
SCPCSD Board Members (Email only)
Chris Neeley, SCPCSD Superintendent
SCPCSD Legal Counsel (Email only)

South Carolina Public Charter School District

1824 Barnwell Street | Columbia, SC 29201 | Phone: 803-734-8322 | Fax: 803-734-8325 | info@sccharter.org

*Charleston Advancement Academy High School v. South Carolina Public Charter School District
Board of Trustees*

Docket No. 23-ALJ-30-0163-AP

Exhibit D

CAA Hearing

Request



January 30, 2023

VIA E-MAIL

Mr. John Payne, Board Chair
South Carolina Public Charter School District
1824 Barnwell Street
Columbia, SC 29201

Dear Mr. Payne:

I am in receipt of your letter dated January 23, 2023, notifying the Charleston Advancement Academy ("CAA") Board of Directors ("CAA Board") that the South Carolina Public Charter School District ("District") Board of Trustees ("District Board") denied the CAA Board's request to transfer CAA's charter to Limestone University and the Limestone Charter Association (collectively, "Limestone"). Additionally, your letter made reference to the District Board's surprise vote to revoke CAA's charter at the District Board meeting on January 19, 2023.

Initially, please allow this letter to serve as CAA's formal request for a rehearing before the District Board on CAA's request to transfer its charter to Limestone. Limestone has already approved CAA's transfer request and is looking forward to working with CAA effective July 1, 2023, should the District Board approve the transfer. As you may know, CAA is an alternative education campus ("AEC") under the South Carolina Charter Schools Act. CAA enrolls students that have dropped out of high school or are at risk of dropping out of high school and leads them to attain a diploma, thereby providing at-risk students with future educational and career opportunities they would not otherwise have. In 2019, CAA's first year serving students, CAA graduated 11 students. In 2020, CAA graduated 45 students. In 2021, CAA graduated 57 students. In 2022, CAA graduated 52 students. CAA's graduates meet the same State requirements for graduation as students enrolled in traditional public schools, including those traditional public schools from which CAA's students dropped out or were at risk of dropping out prior to enrolling at CAA. In fulfilling CAA's mission to provide a comprehensive education to at-risk students which leads to the attainment of a diploma, we encounter many challenges with our unique student population. However, that hasn't stopped us from leading 165 at-risk students to the attainment of a diploma, with many more on the way. Limestone's Superintendent, Angel Malone, has significant experience working with at-risk students and loves our school, our mission, and our impact on the community. Limestone has indicated that it is willing to enter into a Memorandum of Agreement with the District and CAA to set forth the roles and responsibilities of each party to accomplish CAA's transfer to Limestone. Accordingly, we respectfully request that the District Board rehear our request to transfer CAA's charter to Limestone effective July 1, 2023.

Additionally, the CAA Board hereby requests a hearing on the District Board's surprise motion to revoke CAA's charter, to the extent that the District Board does not rehear and grant our request to transfer CAA's charter to Limestone. We are in possession of and have reviewed the video recording of the District Board's meeting on January 19, 2023. Two hours into the meeting, the District Board made a surprise motion to revoke CAA's charter, had a 3-minute discussion, did not give CAA representatives who were present an opportunity to speak, and then voted to revoke CAA's charter. This surprise action was, to say the least, not reasonable, caring, interactive, supportive, or in compliance with legal standards. The myriad of errors and wrongdoings with the District's surprise motion include:

- (1) As described on the first page of this letter, CAA is an AEC under the South Carolina Charter Schools Act and is fulfilling its mission by leading at-risk students to the attainment of a diploma;
- (2) CAA just received a clean audit for the second consecutive year;
- (3) CAA has a healthy fund balance of approximately \$4,000,000.00, which CAA has been building to purchase permanent facility space in the challenging Charleston, South Carolina real estate market, which will provide stability for CAA's school and a permanent home for CAA's students.¹
- (4) The District staff has never engaged in any type of revocation review process with CAA.
- (5) The District Superintendent has never made any recommendation to revoke CAA's charter.
- (6) The District Board never informed CAA that it was considering revocation of CAA's charter.
- (7) "Revocation" did not appear on the District Board's meeting agenda on January 19, 2023, and the District Board took no action to add it to the meeting agenda, in violation of the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-80(A).
- (8) The District Board's surprise and abrupt move to revoke CAA's charter occurred *only after* CAA requested to transfer its charter to Limestone and Limestone approved the transfer.

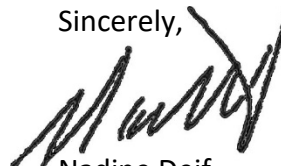
¹ CAA informed Superintendent Neeley of CAA's facility plans by letter dated August 22, 2022, in response to the District's annual evaluation of CAA. Please find attached a copy of CAA's August 22, 2022, letter for your review.

- (9) The District Board's surprise and abrupt move to revoke CAA's charter occurred *only after* CAA took action to protect its legal rights in legal proceedings involving the District.
- (10) The District stands to benefit financially from the District Board's surprise and abrupt action.
- (11) A private entity favored by the District Board stands to benefit financially from the District Board's surprise and abrupt action.
- (12) The District Board failed to appropriately consider CAA's specialized mission or make comparisons to state or nationally normed data for similar subsets of students (including comparisons to local schools with similar student populations and missions), as required by S.C. Code Ann. § 59-40-111(F).
- (13) With respect to compliance with aspirational charter goals, the District Board has not applied the same charter goal evaluation standard to CAA as the District Board has to non-AEC charter schools with very different student populations that the District sponsors.
- (14) We believe that, if necessary, a South Carolina Court will declare that the District Board is not governing itself in accordance with the South Carolina Constitution's prohibition on dual office holding.

Not surprisingly, the District Board's surprise and abrupt revocation action has been extraordinarily disruptive to CAA's students, families, staff, and operations and caused considerable damage. Nonetheless, the CAA Board is fully committed to doing whatever is necessary to help our at-risk students overcome this challenge so that they can attain a diploma that will lead them to future educational and career opportunities and the ability to make a positive impact in their community.

We very much look forward to hearing from you and seeing you soon.

Sincerely,



Nadine Deif
Board Chair

Attachment

c: South Carolina Public Charter School District Board of Trustees
Mr. Chris Neeley, Superintendent
Charleston Advancement Academy High School Board of Directors

Attachment



August 22, 2022

VIA E-MAIL

Mr. Chris Neeley, Superintendent
South Carolina Public Charter School District
1824 Barnwell St.
Columbia, SC 29201

Dear Superintendent Neeley:

I hope you had a nice summer. I received your letter dated June 14, 2022, regarding CAA's annual performance evaluation. I agree with several portions of your letter, but I wanted to provide you with additional information, correct a few misstatements, and ensure that you have accurate and up-to-date data regarding CAA.

First and perhaps most importantly, I want to make sure you know that CAA's graduation rate has increased every single year since CAA first opened. Significantly, since moving away from being managed by an out-of-state education management organization, CAA's graduation rate has approximately tripled. At CAA, we love and embrace the challenge of helping our at-risk students earn a high school diploma, and we look forward to continuing to build on our success in increasing graduation rates for our students.

Second, with respect to Board meeting agendas and minutes, when I checked CAA's website after receiving your letter, I saw 11 CAA Board meeting agendas and 7 CAA Board meeting minutes posted from the 2021-2022 fiscal year. However, I did notice that a few Board meeting agendas and minutes had not yet been posted from the 2021-2022 fiscal year. Those agendas and minutes have now been posted on CAA's website.

Third, your letter mentioned that CAA's FY21 audit was not submitted on time. It was my understanding that you were familiar with the circumstances that led to the audit being submitted 8 days late, but I'll be glad to recap what happened. The CAA Board Chair's father passed away in Egypt on October 28, 2021, and the Chair made arrangements and traveled to Egypt until November 9, 2021. Martin & Smith completed CAA's FY21 audit on October 29, 2021, the day after the Chair's father passed away. CAA's Board Chair did not have an opportunity to review and submit the audit to the SCPCSD until November 9, 2021, once she returned from Egypt. While we apologize for any inconvenience the SCPCSD may have experienced in connection with CAA's FY21 audit being submitted 8 days late, we hope you would forgive CAA under the circumstances.

Fourth, since the summer of 2020, CAA has increased spending on student services and significantly decreased administrative costs and overhead. Specifically, CAA has eliminated the expenditure of enormous sums of money that were previously being paid to CAA's out-of-state education management organization. CAA has taken those savings and reinvested them in instructional and student services. In return, CAA has seen its student graduation rate nearly triple, as noted above. Additionally, CAA has been able to meet the standards for a sustainable fund balance and cash on hand, as noted in your letter. CAA has also been able to save for long-term initiatives, such as the development of a permanent school facility to serve our students. While your letter is inadvertently mistaken on the trajectory of CAA's spending related to student services, administration, and overhead, we appreciate you advocating for CAA to spend its funds on students, as opposed to CAA's former out-of-state education management organization.

I sincerely appreciate you noting in your letter that CAA is in compliance with teacher certification requirements, demographic requirements, sustainable fund balance and cash on hand standards, and special education requirements. I will pass that information along to our team members who were integral in helping CAA meet those requirements. I also appreciate your offer to provide feedback on areas of improvement for the District. However, given there is litigation pending between our entities and CAA is seeking to transfer its charter to another authorizer, I will politely decline your offer at this time.

I hope all else is well. Please feel free to contact me if you would like to discuss any of this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Stevens", with a long horizontal flourish extending to the right.

Wayne Stevens
Director

c: CAA Board of Directors



1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

REVOCATION HEARING

May 11, 2023

RE: Charleston Advancement Academy

REPORTER: Kathryn Bostrom

1 South Carolina Public Charter School District

2 Revocation Hearing

3 May 11, 2023

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RE: Charleston Advancement

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Academy

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The following hearing, reported by Kathryn B Bostrom,
11 Court Reporter and Notary Public in and for the State of
12 South Carolina; pursuant to Rule 30 of the South Carolina
13 Rules of Civil Procedure; said hearing was taken at the
14 offices of the South Carolina Public Charter School
15 District, 1824 Barnwell Street, Columbia, South Carolina,
16 on Thursday, the 11th day of May, 2023, commencing at the
17 hour of 10:02 a.m.

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APPEARANCES:

Board Members:

- John S. Payne, Chair
- Cyndi Mosteller, Vice Chair
- Randy Page, Secretary
- Teresa Pope, PhD
- Jonathan Butcher
- Kip Miller
- Billy Strickland, Ed. D.
- Stephen Gilchrist

Representing the School Board:

- Todd Carroll, Esquire
- Womble Bond Dickinson
- 1221 Main Street Suite 1600
- Columbia, South Carolina 29201

Representing the District:

- Erik T. Norton, Esquire
- Harrell Martin and Peace
- 135 Columbia Avenue
- Chapin, South Carolina 29036

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Representing CAA:

Tyler Turner, Esquire
Turner & Caudell, LLC
914 Richland Street, Suite A-101
Columbia, South Carolina 29201

Edward K. Pritchard, Esquire
Pritchard Law Group, LLC
8 Cumberland Street, Suite 200
Charleston, South Carolina 29401

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DISTRICT EXHIBITS

District Exhibit No. 1 (1 pages) Not Introduced
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District Exhibit No. 2 (64 pages) 47
(Amended Charter)

District Exhibit No. 3 (3 pages) Not Introduced
(Letter April 11)

District Exhibit No. 4 (2 pages) Not Introduced
(Notice April 3)

District Exhibit No. 5 (3 pages) Not Introduced
(CAA Bank statement)

District Exhibit No. 6 (30 pages) . . . Not Introduced
(CAA Acknowledgment February)

District Exhibit No. 7 (25 pages) . . . Not Introduced
(CAA Acknowledgment January)

District Exhibit No. 8 (6 pages) Not Introduced
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District Exhibit No. 11 (11 pages) . . . Not Introduced
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District Exhibit No. 12 (10 pages) . . . Not Introduced

1	CP Notice of Appeal)	
2	District Exhibit No. 13 (5 pages) . . .	Not Introduced
3	(CAA Order Granting Motion to Dismiss)	
4	District Exhibit No. 14 (2 pages) . . .	Not Introduced
5	(Federal Court Order)	
6	District Exhibit No. 15 (4 pages) . . .	Not Introduced
7	(Award of Arbitrator against CAA)	
8	District Exhibit No. 16 (7 pages) . . .	Not Introduced
9	(Order Denying Motion of Temporary RO)	
10	District Exhibit No. 17 (537 pages) . .	Not Introduced
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12	District Exhibit No. 18 (8 pages) . . .	Not Introduced
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18	District Exhibit No. 21 (-- pages)	Omitted
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1	District Exhibit No. 23	(-- pages)	Omitted
2		(--)		
3	District Exhibit No. 24	(-- pages)	Omitted
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7	District Exhibit No. 26	(1 pages)	. . .	Not Introduced
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13	District Exhibit No. 29	(1 pages)	. . .	Not Introduced
14		(WIN Scores)		
15	District Exhibit No. 30	(3 pages)	. . .	Not Introduced
16		(ASVAB Scores)		
17	District Exhibit No. 31	(1 pages)	. . .	Not Introduced
18		(ACT Scores)		
19	District Exhibit No. 32	(22 pages)	. . .	Not Introduced
20		(Report Card Data)		
21	District Exhibit No. 33	(3 pages)	. . .	Not Introduced
22		(135th Day Results)		
23	District Exhibit No. 34	(-- pages)	Omitted
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14 (SC Charter Schools Act)

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20	CAA Exhibit No. 39	(60 pages)	Not Introduced
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22	CAA Exhibit No. 40	(3 pages)	Not Introduced
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24	CAA Exhibit No. 41	(197 pages)	Not Introduced
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Court Reporter's Legend:
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interruption
[ph] Denotes phonetically written
[sic] Written as said

1 P-R-O-C-E-E-D-I-N-G-S

2 CHAIRMAN PAYNE: Good morning. I'll call this meeting
3 of the South Carolina Public Charter School
4 District for May 11, 2023, into order. I did
5 tell everyone good morning. Under the Charter
6 Act, this Board of Trustees is charged with and
7 entrusted by the General Assembly and the
8 governor with several functions, including hiring
9 a superintendent, setting a budget, and granting
10 charter to new school applicants. We are also,
11 unlike our traditional public school brethren,
12 charged with revoking the charters to schools if
13 they fail the students and the taxpayers under
14 their charter. Unfortunately, this is why we are
15 here today. To hear the case brought by the
16 district staff against CAA. As the board, our
17 responsibility is to hear the case and be finders
18 of fact. While we may ask questions, we will not
19 be questioned. If you have questions, please
20 direct them to the chair. We have a long day
21 ahead of us, I suspect. We'll give Mr. Norton
22 and the district two hours to present their case.
23 After a short break, Mr. Turner and the school
24 will present their case. During this time, we'll
25 have a working lunch. This will end at 5:00. At

1 this time, both sides will each be given 15
2 minutes to make closing arguments. I anticipate
3 the board will then go into executive session to
4 deliberate. Afterwards, we will return to public
5 session and make a decision. Randy, would you
6 please lead the invocation.

7 (Prayer)

8 (Pledge)

9 CHAIRMAN PAYNE: I'd like to ask everyone to put their
10 phones on vibrate please. The South Carolina
11 Public Charter School District authorizes
12 champions and supports the creation and
13 advancement of innovative K-12 public charter
14 schools that provide access to academic
15 opportunities to every student in South Carolina
16 to reach their fullest potential. Mr. Secretary,
17 will you take the role?

18 MR. PAGE: Mr. Butcher.

19 MR. BUTCHER: Here.

20 MR. PAGE: Mr. Butcher is present. Mr. Gilchrist.

21 MR. GILCHRIST: Here.

22 MR. PAGE: Mr. Gilchrist is present. Mr. Miller.

23 MR. MILLER: Here.

24 MR. PAGE: Mr. Miller is present. Ms. Mosteller.

25 MS. MOSTELLER: Here.

1 MR. PAGE: Ms. Mosteller is present. Mr. Page is
2 present. Mr. Payne?

3 CHAIRMAN PAYNE: Here.

4 MR. PAGE: Mr. Payne is present. Dr. Pope.

5 DR. POPE: Here.

6 MR. PAGE: Dr. Pope is present. Dr. Strickland.

7 DR. STRICKLAND: Here.

8 MR. PAGE: Dr. Strickland is present. Mr. Chairman,
9 we have a quorum.

10 CHAIRMAN PAYNE: Thank you. Item Six is the consent
11 agenda, I'll need a motion. One for the approval
12 of the agenda for the May 11, 2023, meeting.

13 MS. MOSTELLER: So moved for approval of that agenda.

14 DR. STRICKLAND: Second.

15 CHAIRMAN PAYNE: All in favor please say aye.

16 ALL: Aye.

17 CHAIRMAN PAYNE: It's not opposed. Also need approval
18 for the minutes of April 27, 2023, meeting.

19 DR. POPE: So moved.

20 DR. STRICKLAND: Second.

21 CHAIRMAN PAYNE: All in favor, please say aye.

22 ALL: Aye.

23 CHAIRMAN PAYNE: Aye. It's unanimous. Are there any
24 public comments.

25 MS. SELLARS: Mr. Chairman, as of five till 10:00, we

1 had six people to sign up for a public comment.
2 They are Mr. Timothy Cousins, Ms. Suzanne Cherry,
3 Mr. Ronald Murphy, Nancy Lynn Strickland, Noah
4 Ratliff, and Jasmine Jenkins.

5 CHAIRMAN PAYNE: Okay, thank you. Each speaker has
6 two minutes. Normally we would allot 10 minutes
7 but since it's only 6, that's 12 minutes so we'll
8 allow all 6 to speak. The first -- what was the
9 first person's name?

10 MR. COUSINS: How are you doing. My name is Timothy
11 Cousins. I'm a parent of a student at Charleston
12 Advancement Academy. CAA has been a great fit
13 for my son, Chris, who struggled greatly in
14 traditional school. I say this as a tribute to
15 the faculty, staff, school level leadership who
16 have worked tirelessly to educate some of the
17 most challenging students in the area. I also --
18 this despite CAA's board of trustee leadership,
19 who at every turn have interfered with day-to-day
20 school operations and have shown complete lack of
21 moral and knowledge in school operation
22 procedures. In December 2022, we, as parents,
23 recognized a huge problem with the leadership and
24 direction of CAA, where mainly our board chair
25 and secretary. Seeing a need for change, we as

1 parents, led a campaign for a change of
2 leadership and voted our board chair and
3 secretary out of office. But through deceit and
4 spite, they appointed themselves back onto the
5 board and back into a leadership position. We as
6 parents at CAA saw a need for change and our
7 voices were completely ignored by the board.
8 When asked why the parents and staff's wishes
9 were ignored, our board stated that she has
10 certain institutional experience and despite what
11 people thought, elections were not meant to be
12 used to get rid of people and no matter what, she
13 will be on the board. We also know how much our
14 board has antagonized and blamed Charter School
15 District and brought problems created by our
16 board chair, but we respectfully ask that our
17 school remain open for the sake of our students,
18 our staff who work very hard and take pride in
19 the way that they educate our students. Our
20 board chair has spent the last year attempting to
21 run the show at CAA and it's failed miserably.
22 Despite our board's incompetence, we parents feel
23 CAA is worth saving because the work the teachers
24 and staff have put into making it a modern school
25 for unique student bodies it serves. If allowed

1 to be left open, we as parents, will continue to
2 work for a much needed change in our board
3 leadership for a better interest of our students
4 and staff. We will do this while supporting our
5 faculty and staff who work tremendously hard to
6 education students like my son, who otherwise
7 would have struggled to graduate from high
8 school. Thank you.

9 CHAIRMAN PAYNE: Thank you.

10 MS. CHERRY: Good morning. Thank you for this
11 opportunity to speak. I would to tell you a
12 little bit about myself, a little bit about my
13 typical day at Charleston Advancement Academy,
14 and then make a plea for us to stay open. I
15 started teaching high school in 1985 in rural
16 Texas, where we were taught monitor and adjust
17 and many other things that some of you may
18 remember. I then went to graduate school and
19 graduated with a Ph.D. in rhetoric from Texas A&M
20 with a specialization in composition pedagogy. I
21 came to Frances Marion University where I worked
22 as an assistant and associate professor and
23 achieved tenure there. At which point, I left
24 and became the chief academic officer at
25 University of Phoenix Columbia Campus. Then went

1 to Virginia College in North Charleston where I
2 served as the academic dean. Then served as the
3 education chair and the general education
4 education chair and English chair for Arvest
5 University. When that university closed online,
6 my husband and I spent a good deal of time in
7 prayer thinking about the fact that I no longer
8 wanted to spend 80 hours a week in administration
9 and where was I happiest in my career. And that
10 is a resounding back in the high school
11 classroom. But I didn't want to go back into
12 traditional education, okay. Even though I had
13 served as a National Writing Project Chair at
14 Swamp Fox Writing project and done consulting
15 work for various high schools, I wasn't quite
16 ready to go back into traditional education. And
17 this opportunity came about. And my first day at
18 CAA was June 15, 2019. The first day that Ms.
19 Frannie and Mr. Miller served as director and
20 assistant director after Dr. Brown. So I have
21 been here almost since the beginning of this
22 school. I have seen every administration come
23 and go. I was here during what we call the Great
24 Divorce from Acceleration Academy. I was here
25 during the pandemic. And I am still here. I

1 could go to any high school district -- any
2 district or high school in the state probably and
3 get a job for next year without a problem.
4 That's not what I want to do, okay. What I want
5 to do is stay here because let me tell you about
6 my day. In my classroom, I have somewhere
7 between 10 and 15 students in the room with me at
8 any given day. I can tell you who they are, what
9 class they're working on, and where they're --
10 and what they're working on. During the day, I
11 will possibly give a mini lesson on sentence
12 types at the same time I'm working with someone
13 on comparison/contrast essay at the same time as
14 showing a movie on Ulysses and working through ML
15 issues and IEP issues, texting my students,
16 reaching out to students and parents every week
17 with progress reports. Dealing with the regular
18 things that come up with students, talking about
19 will they not have food, whether or not they have
20 a place to live. And basically loving these
21 kids. These kids have been failed by traditional
22 education over and over again. Most of them have
23 been bullied. Many of them have been told they
24 are stupid and that they cannot learn. I don't
25 believe that. I refuse to give up on them, okay.

1 There we're making a difference. If you close
2 CAA, we're going to have hundreds of students who
3 will not finish high school. They will quit
4 because they have become attached to us and they
5 won't pursue their degree. We are making a
6 change in North Charleston that will last
7 lifetimes, okay. What we are doing I believe
8 passionately in, and I've turned down other job
9 offers to stay here. I know there have been
10 issues with the board. I know there have been
11 issues with administration. But through the
12 grace of God, we finally have an admin team that
13 knows what it's doing. Dr. Burgess and Dr.
14 Tucker and Mr. Brinkman will do what needs to be
15 done in the school. They will make sure
16 deadlines are met. They will make sure
17 guidelines and procedures are followed. They
18 have already begun to make changes that are
19 significant in the life of this school. You
20 cannot turn the Titanic on a dime, so I am asking
21 that the board give us grace to let this admin
22 team do what it needs to do and time to get it
23 done. Give us clear expectations, clear
24 deadlines, and we will meet them. Please join us
25 in making a difference in these children's lives

1 and keep us open. Thank you.

2 CHAIRMAN PAYNE: Thank you. I'll remind the people
3 who are coming up for public comment, you are
4 limited to two minutes.

5 MR. MURPHY: Good morning, members of the board. My
6 name is Larone Murphy. I'll keep it short and
7 sweet. I'm the CTE director, or coordinator,
8 career technical education. I came over from
9 Trident Tech. I've been in education since 1993.
10 The reason I came over to the board -- well, I'm
11 sorry -- to the school is to assist with getting
12 students jobs more than a CNA. When I was
13 working with Trident, we would see the students
14 coming over to a CNA program. That's a certified
15 nursing assistant only. Since I've been there,
16 it's only been a year and a half, we've had
17 students going to logistics, I have students
18 ready for the welding program, I have some in the
19 emergency medical technician program. I helped a
20 student just a couple of days ago sign up for --
21 he graduated and he signed up for -- the FAA is
22 looking for air traffic controllers. It's only
23 three day window and to sit there and help these
24 young people get to things they probably never
25 had a chance to, it opened those doors. I was in

1 the Air Force. I still have a lot of ties to the
2 Air Force. We have more students now going to
3 the military as well as furthering what they need
4 to do while they're in school. We have a ton of
5 students with jobs. We have partnerships with a
6 ton of different local companies as well as the
7 big ones like Volvo and Boeing and Mercedes. I
8 do corporate teaching for them as well. So just
9 -- I would like you all to reconsider some of the
10 things that have been going on and allow our
11 students to keep going this track they're going
12 on. Thank you.

13 CHAIRMAN PAYNE: Thank you.

14 MS. STRICKLAND: Good morning. My name is Nancy Lynn
15 Strickland and I'm the multi-lingual program
16 coordinator and teacher at CAA. Currently there
17 are 53 multi-lingual learners enrolled in CAA.
18 These students come from ten different countries
19 and speak at least six different languages as
20 well as a multitude of dialects. These students
21 bring with them a variety of background and
22 experiences. Many come from countries where
23 school is not compulsory, therefore, they have a
24 gap in their education. Some as long as five
25 years. Most of our multi-lingual learners work

1 to help support their families. In addition, at
2 least, eight of our students have children of
3 their own and at least one has two children. It
4 is inappropriate to expect these students to
5 graduate from high school in four years. It is
6 unrealistic to measure them using traditional
7 metrics. An important part of their futures will
8 be decided by you today. I'm here to ask you
9 what will it take not to close our school. Your
10 issues are not with these students or our staff.
11 Your issues are with our leadership. Please do
12 not punish the students or the staff because of
13 the shortcomings of our former administrators or
14 our board. We now have a new administrative team
15 who have already implemented measures to comply
16 with regulations and approve our performance.
17 Give us the opportunity to prove ourselves. So I
18 ask you instead of revoking our charter, make us
19 an offer. If the South Carolina Public Charter
20 School District truly puts children first, tell
21 us what it will take to retain our charter so
22 that we can continue to help these amazing
23 students reach their high school of a high school
24 diploma. Thank you for your time.

25 CHAIRMAN PAYNE: Thank you.

1 MR. RATLIFF: Good morning. Sorry I'm a little shaky.
2 It's cold in here. I don't know about you guys.
3 You've got on suits. I've just got this little
4 t-shirt. I'm a student that graduated in 2019.
5 These guys have something way more important to
6 say than I do. This is more of just a personal
7 note to you guys. Without this school, I would
8 have been in a ditch somewhere in South Carolina.
9 I did not like the direction of my life. I
10 didn't like my family. I had no friends. It
11 took me a very long time when I first got to this
12 school to even talk to my mentor. I just --
13 there was nothing left in me. But they tried and
14 they tried and eventually, I gave in. I made
15 some of my best friends. I've learned life
16 lessons and skills that I thought were just for
17 people like in their 30s. I didn't know
18 anything. I was very shocked that I was able to
19 just to learn a couple of skills that have lasted
20 me years now. I may have two years of life
21 experience, but I have an apartment now. I
22 hoping to work for the county. I want to give
23 back and give to you guys. And without this
24 school, that was a dream to me. That is nothing
25 that I even considered before. But seeing people

1 who genuinely give their lives away to help other
2 people in need at their time when they are at
3 their lowest, it just rubs a spot in my heart
4 that I honestly can't give up. I will always
5 support this school until I'm 40, 50, in the
6 grave. I will always thank God for these people.
7 They have done something for me that is
8 immeasurable and any form of repay or money --
9 like there is nothing you could give back to
10 people who genuinely and honestly care about
11 people and want to help them. Thank you, guys.

12 CHAIRMAN PAYNE: Thank you.

13 MR. RATLIFF: Sorry about that. I'm Noah Ratliff, by
14 the way. Sorry about that.

15 CHAIRMAN PAYNE: Thank you, Noah.

16 MS. SELLARS: Mr. Chairman, the sixth person had to
17 leave so they -- she won't be speaking.

18 CHAIRMAN PAYNE: Thank you. We are not in need of
19 executive section. We're on to item nine, action
20 items. Fort Mill Academy of Arts and Science
21 Charter voluntary withdrawn. John Payne.

22 MR. PAYNE: Good morning, Mr. Chairman, trustees. The
23 South Carolina Public Charter School District is
24 asking for your approval to approve the voluntary
25 termination of Fort Mill Academy's charter, which

1 you conditionally approved on April 17, 2022. As
2 you may recall, when you approved them last year,
3 it was contingent approval for them to meet their
4 rigorous enrollment target of over 500 students.
5 Throughout the fall, they struggled with finding
6 a suitable location in the Fort Mill area and, as
7 you may recall, they appeared back before you at
8 the January 19th meeting to ask for a one year
9 extension to their charter with the expectation
10 that they would be coming back before you today
11 with an amended charter and an more solidified
12 facility plan. Regrettably, that did not happen.
13 And so the board met, or the Fort Mill Academy
14 Board met and discussed and determined it was in
15 their best interest to voluntarily terminate
16 their charter, and, perhaps, at some point in the
17 future consider applying again. So we have
18 reviewed that information and that recommendation
19 does come from district staff that you approve a
20 voluntarily termination of For Mill Academy's
21 charters.

22 CHAIRMAN PAYNE: Thank you.

23 MR. BUTCHER: Motion to accept staff reccomendation.

24 CHAIRMAN PAYNE: Any second?

25 MS. MOSTELLER: Second.

1 CHAIRMAN PAYNE: Is there any discussion? Having
2 none, I'll call the vote. All in favor of
3 accepting staff recommendation, please say aye.

4 ALL: Aye.

5 CHAIRMAN PAYNE: Any opposed? None opposed. Thank
6 you. Charleston Advancement Academy revocation
7 hearing. Mr. Norton. Mr. Turner? Would y'all
8 like --

9 MR. NORTON: I believe Mr. Turner has a motion he'd
10 like to make.

11 CHAIRMAN PAYNE: Okay.

12 MR. TURNER: Thank you. Good morning, South Carolina
13 Public Charter School District Board of Trustees.
14 Good morning, Mr. Carroll. Good morning, Mr.
15 Norton. The Charleston Advancement Academy High
16 School does have a motion it would like to make
17 this morning to dismiss this revocation action.
18 Its motion is based on due process concerns and
19 there are two basis for that. The first is that
20 as the board of trustees knows on January 19,
21 2023, when the vote was taken to revoke
22 Charleston Advancement Academy's charter, that
23 vote was made and that motion was made sua sponte
24 by the board's own volition and not upon the
25 recommendation of district staff. And today the

1 district board seeks to adjudicate its own
2 motion. And the concern is that both the
3 Constitution of the United States and the
4 Constitution of the State of South Carolina,
5 prohibit any individual from being subject to the
6 same person for both prosecution and
7 adjudication. The second basis for the motion is
8 that prior to the time when the vote was taken on
9 January 19, 2023, the board went into executive
10 session with legal counsel for over an hour to
11 discuss Charleston Advancement Academy in
12 addition to, potentially, other things. And
13 today that legal counsel is representing the
14 opposing party in this revocation hearing. And
15 its Charleston Advancement Academy High School's
16 position that those procedures do not comply with
17 due process requirements. And we move to dismiss
18 the revocation action on those bases. Thank you.

19 CHAIRMAN PAYNE: Okay. Thank you, Mr. Turner. Mr.
20 Norton, would you like to respond?

21 MR. NORTON: Yes, briefly, Your Honor. The district
22 and I disagree with that and so does the General
23 Assembly. The Charter Act provides for the
24 charter revocation process which has been
25 followed in this case, it doesn't say anything in

1 the Charter Act about staff recommendations. It
2 only speaks about board action. The notice of
3 revocation is nothing more than that. It is a
4 notice. It is a choice by this board to proceed
5 with revocation. At that point, the school has a
6 choice. It can either acquiesce or it can
7 request a hearing, at which time due process
8 attaches. Prior to that point, it is simply an
9 action of the board. It's just that simple.
10 There's no prosecution or adjudication. There is
11 a simple, straightforward process, and the
12 Charter Act has been adjudicated multiple times
13 before the Administrative Law Board of South
14 Carolina. It's been adjudicated multiple times
15 before the Court of Appeals and Supreme Court in
16 South Carolina. It's never been found to violate
17 due process and it shouldn't be here. The motion
18 to dismiss should be denied. And speaking of due
19 process, we had no notice of this motion prior to
20 today either so we had no opportunity to prepare
21 for it. So I will say that for record is another
22 basis to deny it.

23 CHAIRMAN PAYNE: Thank you. I'm going to deny the
24 motion. This hearing's been convened in
25 accordance with South Carolina law. Mr. Norton?

1 Just for the record, it's 10:27. In my opening
2 statement, I said that I'd give the district two
3 hours so we'll go to 12:30.

4 MR. NORTON: Yes, thank you, Mr. Chair. I assume that
5 doesn't account for cross-examination time --

6 CHAIRMAN PAYNE: No.

7 MR. NORTON: -- by Mr. Turner. I'd also like to state
8 for the record that the public comment that was
9 provided today was done as an accommodation to
10 CAA. So that additional time that it took this
11 morning was for the request of the school. The
12 district was willing to proceed without that.
13 And all the speakers were brought here by CAA, or
14 for CAA.

15 One other administrative matter before we
16 get started. By consent, the parties have agreed
17 to move into evidence all of the items that are
18 in the notebooks before you. So all of these
19 items are -- are evidence. There are some items
20 that are disputed. We will handle those on a one
21 by one basis. But the notebooks that -- that you
22 have from both the district and the school, those
23 items are into evidence by consent. Correct, Mr.
24 Turner?

25 MR. TURNER: That is correct.

1 MR. NORTON: So the -- what we are here today, of
2 course, on -- on revocation, and specifically
3 here, as you all know, there are multiple grounds
4 for revocation. I don't think most of you have
5 been through a revocation process because the
6 district has not revoked a school since 2019.
7 And so it's a little different. Today, the
8 academic performance standards are the subject of
9 the notice of revocation, though there are some
10 financial components. The issue here really is
11 that the school did not meet academic performance
12 expectations in the amended charter that was
13 agreed upon and passed by this board in November
14 of 2020. Since that time, the school's board
15 knows that it not only was not meeting those
16 goals, it didn't even really complete making
17 those goals. The school's board knew it.
18 They've been making efforts to deny, to shift, to
19 blame, to avoid accountability just like they
20 have in every other situation. Their efforts to
21 do this are legion. Through litigation through
22 media through any way that's possible except
23 teaching students. The evidence is going to show
24 you that that's what they spent the money on.
25 That it's going to show you that the results

1 followed and they're acceptable under the
2 charter. We've heard some -- we've heard some
3 public comment from folks about these goals.
4 There's a goal in the charter that talks about 65
5 percent graduation rate of the 12th grade cohort.
6 There's a dispute about how to calculate that.
7 You can calculate it and get zero percent, if you
8 look at just a one year grade -- calculation.
9 You can calculate it as the state does and get 8
10 percent. You can calculate like the CAA
11 calculated it in its rebuttal to the transfer
12 report, and get 12.64 percent. You can calculate
13 it like their paid expert calculated it and get
14 21 percent. But what you can't do is calculate
15 it and get 65 percent. This is after year 6 of
16 this charter. This is not a new school anymore.
17 CAA doesn't even refute that it's not
18 meeting credit attainment goals. It doesn't even
19 bother to refute those. It doesn't bother to
20 refute that it's not meeting EOC standards and
21 objectives. If they do that today, it will be
22 the first time. CAA is before you today because
23 they tried to avoid accountability by asking to
24 transfer to Limestone. The plan backfired.
25 Instead of allowing them to escape, it exposed

1 them. It exposed their bad academic results. It
2 exposed the fact that they had not been doing
3 what they were supposed to do. It exposed that
4 they were not working with the district. It
5 exposed that they had been taking actions without
6 permission. Changing school calendars. It
7 exposed that their attendance record for their
8 students is abysmal. It exposed that their Power
9 School records are not reliable. When CAA got
10 notice of revocation and it got the transfer
11 report, this is what it told its families in
12 response. This is on its website, which you've
13 all seen. It was sent to all of you. "Dear
14 students, parents, and family members. The
15 district is taking -- among other things the
16 district is taking the recently hostile and
17 hateful actions against our school. They have
18 bullied us and tried to harm our school. And
19 they think nobody can stop them from doing it.
20 They are wrong. Our students work too hard to be
21 treated like pawns and disrespected by these
22 people. We will not allow it. That is why we
23 filed this federal lawsuit." Not one mention of
24 academics. Not one mention of your students are
25 doing better than what the district says. Not

1 one mention of don't worry, that's not true.
2 Just we're going to fight. They're hateful and
3 they're bullies. Venom spewing. And it
4 misrepresents what's happened here at this
5 district over the last two years. What they
6 didn't tell the school is that this school has
7 essentially gotten a do over. This school was
8 given a do over after about three years of its
9 Charter. Josh, if you don't mind, if you'd play
10 the video? It shows where we actually started
11 this process and where we ended up today. This
12 is where today really started.

13 (Video plays)

14 MR. NORTON: So to set the scene a little bit. The
15 quotes from this meeting are from November 2020.
16 You can tell from my good looking mask, we were
17 still in Covid a little bit. You can tell from
18 Ms. Mosteller's sunglasses --

19 MS. MOSTELLER: I don't know what that was about.

20 MR. NORTON: -- she had some eye stuff done, I think.

21 MS. MOSTELLER: I did. That's right.

22 MR. NORTON: And so we're in November 2020. It's a
23 restart. The board officers for CAA are up for a
24 new election. They've had a full term since
25 then. What's happened is that CAA is now in its

1 sixth year of it's contract. It's up for renewal
2 on June 30, 2027. Over its history, its had and
3 separated from two different EMOs. It's hired
4 eight different school leaders. It's overhauled
5 the entire administrative staff twice. And, as
6 you heard in public comment, it reappointed two
7 board members after they received a combined 16
8 votes out of 139 cast. Everybody from the
9 original folks that founded this school to the
10 people on the staff -- multiple staffs at this
11 district -- to legislators have tried to
12 intervene to help this board get this ship
13 righted and they have not been able to do it over
14 six years. Since November 2020, its not met the
15 goals and standards it set for itself. It hasn't
16 met basic district policies and procedures. I
17 don't have to recount all the things that have
18 come before you that you've learned about.
19 Changing school calendars without telling people.
20 Facility leases. It's one thing after the other
21 over six years. And we have no indication that
22 anything will change. You're going to hear
23 testimony today, I expect, that CAA has spent
24 less money per pupil over the last year than any
25 other school in our district while having some of

1 the worst academic results. Let that sink in a
2 minute. The school is spending less money per
3 pupil than any other school in our district while
4 achieving these academic results you're hearing
5 about. Where's the money? Being set aside for a
6 facility while they're in an, essentially rent-
7 free arrangement. And once again, even within
8 the last six months, right at the beginning of
9 the year, the CAA board managed -- mismanaged its
10 only employee relationship that of the school
11 leader, which has changed eight times. To the
12 point that we found out -- the district found out
13 that -- through a newspaper that over half of the
14 staff walked out the school one day. As one of
15 the CAA staff members said in that newspaper
16 article, cloaked in anonymity to protect her job,
17 none of this is in the best interest of students.
18 You heard from CAA staff members. We were told
19 in that article, again, none of this is in the
20 best interest of students. It's past time for
21 this school to close. The district staff is
22 asking the board to vote to do just that today
23 and affirm to revoke the school's charter
24 effective June 30, 2023. Thank you.

25 MR. TURNER: Good morning, South Carolina Public

1 Charter School District of Trustees. I am Tyler
2 Turner and I have the pleasure and privilege of
3 representing Charleston Advancement Academy High
4 School today. I may refer to Charleston
5 Advancement Academy at CAA at times today. CAA
6 is an alternative education campus, charter
7 school, located in the Charleston, South Carolina
8 area, and its purpose is to serve students who
9 have dropped out of school or at risk of dropping
10 out of school so that they can obtain a high
11 school diploma and better themselves and their
12 community. At the end of the day today, I along
13 with my co-counsel, are going to ask your board
14 to overture the vote you took on January 19,
15 2023, to revoke CAA's charter. Revoking a
16 charter and shutting down a school is the most
17 drastic action a sponsor can take. It removes
18 educational opportunities from students and
19 families who have chosen to utilize those
20 opportunities. In this case, CAA serves
21 primarily minority, impoverished, at-risk,
22 dropout students. And you'll hear that from the
23 witnesses today that CAA has been successful in
24 leading almost 200 of those students to the
25 attainment of a high school diploma. Before a

1 sponsor revokes a charter, any sponsor, there are
2 legal obligations that have to be fulfilled and
3 procedural safeguards that need to be in place.
4 You'll hear from several witnesses today. You'll
5 hear from witnesses that understand CAA's
6 academic performance, that understand how to
7 calculate CAA's graduation rate. You'll
8 understand the evaluations standards that apply
9 to alternative education campuses under the
10 statute in South Carolina. You'll hear from
11 today administrators and board members who govern
12 and manage CAA's finances. You'll hear from the
13 CAA administrators and board members who help
14 guide CAA's student outreach programs and support
15 services. You'll hear from board members that
16 understand the history of the school and the
17 unique, unexpected, and unreserved challenges the
18 school has faced. And you'll hear from one of
19 many CAA graduates who's life has been changed by
20 this school. I supposed you've already heard
21 from so you'll hear the second one. There are
22 several questions that you'll need to answer at
23 the end of the hearing today. First, did the
24 district evaluate CAA's performance as required
25 by the South Carolina Charter Schools Act and the

1 alternative education statute? Second, did the
2 district require CAA to develop and execute a
3 corrective action plan before it moved to revoke
4 the school's charter? Third, did the district
5 implement a revocation review process with CAA
6 prior to taking a vote to revoke the school's
7 charter? Fourth, did the district comply with
8 the South Carolina Freedom of Information Act in
9 taking a vote to revoke the school's charter on
10 January 19, 2023? And fifth, has CAA been given
11 reasonable due process as required by law? Also
12 learn by other factors that may be motivating
13 some to take the position that CAA needs to be
14 revoked immediately that have nothing to do with
15 CAA's performance. At the end of the hearing,
16 we'll revisit these issues and co-counsel and I
17 will ask your board to overturn the vote that you
18 took on January 19, 2023, to revoke CAA's
19 charter. I appreciate the time and attention
20 today. I appreciate your public service to this
21 state. I'm looking forward to speaking with you
22 later today. Thank you.

23 CHAIRMAN PAYNE: Thank you. Would you call your first
24 witness?

25 MR. NORTON: Thank you, Chairman Payne. I would call

1 John R. Payne to the stand, please. Good
2 morning, Mr. Payne.

3 MR. PAYNE: Good morning. Good morning. Can you hear
4 me okay?

5 MR. NORTON: I can. Can everybody pick up -- are we
6 good on mics?

7 WHEREUPON:

8 JOHN R. PAYNE, being duly sworn and
9 cautioned to speak the truth, the whole truth and
10 nothing but the truth, testifies as follows:

11 DIRECT EXAMINATION

12 MR. NORTON:

13 **Q. Could you state your name for the record, please?**

14 A. John R. Payne?

15 **Q. Are you in any way related to Chairman John S. Payne?**

16 A. No, sir. I am not.

17 **Q. Congratulations. What is your position with the
18 district?**

19 A. I serve as the deputy superintendent for sponsor
20 performance for the South Carolina Public Charter
21 School District.

22 **Q. Can you tell me a little bit about what your duties
23 are in that capacity?**

24 A. Yes, sir. So I serve as the chief administrator and
25 provide oversight for two of the district's major

1 functions. One, all things related to authorization
2 from development of new applicants, new applications
3 to amendments to renewals to potential transfers,
4 potential revocations. So all things authorization
5 for the school district. I, as well, oversee all of
6 the data and accountability work for the Charter
7 School District working with the 38 schools within
8 their portfolio, to meet distract, state, and federal
9 accountability requirements. Including the oversight
10 and management of our various platforms such as Power
11 School, Enrich, and other platforms that we in the
12 State Department of Education use.

13 **Q. Thank you very much that. You might have to slow down**
14 **a touch --**

15 A. Okay.

16 **Q. -- for the court reporter. Can you tell me about your**
17 **qualifications that prepared you for your position**
18 **with the district, please, Mr. Payne.**

19 A. Yes, sir. I have been staff, as of today, 13 months
20 and 1 day. I joined April 1, 2022. In February 2018,
21 I was appointed as a deputy constitutional officer
22 serving as the Deputy State Superintendent for federal
23 programs, accountability, and school improvement under
24 -- at the South Carolina Department of Education
25 appointed by the Honorable Molly Spearman. So I had

1 four years in that capacity. I provided direct
2 oversight and management and served as a chief
3 administrator for between six to eight offices,
4 including but not limited to the Office of special
5 education services, the office of adult education, the
6 office of research and data analysis, the office of
7 educator services, the office of school transformation
8 which includes the programs -- all charter related
9 programs for the Department of Education, and last but
10 least I created and deployed the very first office of
11 emergency programs to handle South Carolina's 4.5
12 billion dollars that we received in educational Covid
13 funding. Prior to that, I served five years as the
14 State Director of Special Education at the South
15 Carolina Department of Education. Plus another seven
16 years or so working at the Department in increasingly
17 progressive leadership roles. I have taught at the
18 high school, community college, and university levels.
19 My last position in teaching, I was an adjunct
20 professor for Claflin University. I have researched,
21 co-published, published, and presented nationally on a
22 host of topics related to education, special
23 education, multi-lingual learners, child abuse
24 prevention and neglect issues in my career that has
25 spanned -- I think right now I'm in my 26th year

1 working in or around public education.

2 **Q. And when did you start here at the Charter District?**

3 A. Again, I started here at the Charter District April 1,
4 2022.

5 **Q. And prior to coming to the Charter District, did you**
6 **ever have opportunity to work in a situation where you**
7 **had to close a school or close a district?**

8 A. I did.

9 **Q. Can you tell us about that experience a little bit?**

10 A. Yes. So there were two occasions where I was involved
11 with that, obviously, as the Deputy State
12 Superintendent. I was intricately involved with State
13 Superintendent Spearman when we declared an emergency
14 takeover for Williamsburg County School due to a host
15 of issues with that school district. I also worked
16 collaboratively with Superintendent Spearman when we
17 declared an emergency declaration and took over
18 management of Timmonsville School District due to a
19 number of issues.

20 **Q. Since you've been at the district, have you**
21 **participated in a revocation proceeding?**

22 A. No, sir.

23 **Q. As part of your duties as Deputy Superintendent for**
24 **Sponsor Performance, do you evaluate applications for**
25 **transfer to other sponsors?**

1 A. I do.

2 **Q. What do you typically when you receive one of those**
3 **applications?**

4 A. Despite being limited, I look to the district policy
5 which attends to looking at the overall academic
6 health of a school. I look at the most recent or most
7 up-to-date charter, identify what the charter goals
8 were, and try my best to try to independently verify
9 those data that are committed to in the charter. I
10 equally consult and look at the state report card. As
11 you probably know, South Carolina has a consolidated
12 state and federal accountability system that pulls
13 together all of the state requirements with all of the
14 federal requirements and the results -- the result of
15 which are put into report cards that schools and
16 school districts annually despite there being two year
17 where report card grades were not given for schools or
18 school districts due to the Covid-19 pandemic.

19 **Q. As part of your duties, did you have an opportunity to**
20 **evaluate a transfer request from Charleston**
21 **Advancement Academy?**

22 A. I did.

23 **Q. If you'll -- do you have your notebooks over there?**

24 A. No, sir.

25 MR. NORTON: Can we take just a quick break and make

1 sure we get the notebooks over to the witness.

2 **Q. Mr. Payne, look at tab 10 for me, please.**

3 MR. NORTON: And, Board, each of you should have a
4 notebook as well. There are two binders sitting
5 behind you that has the charter school logo that
6 will allow you to follow along. Mr. Chairman, if
7 you'll let me know when you're ready, I can
8 proceed. Does everybody got their notebooks?
9 Everybody good?

10 CHAIRMAN PAYNE: Please proceed.

11 MR. NORTON: Thank you.

12 (DISTRICT NO. 10 WAS INTRODUCED FOR THE
13 RECORD (52 pages) CAA Transfer Request
14 Report)

15 **Q. Mr. Payne, do you recognize this document that's here**
16 **marked as tab 10?**

17 A. I do.

18 **Q. Is this a document that you prepared?**

19 A. It is.

20 **Q. And can you tell me why you prepared it?**

21 A. This report was prepared pursuant to district policy
22 at the request of Charleston Advance Academy to
23 transfer to Limestone Charter Association.

24 **Q. Okay. And did you look at CAA's goals and objectives**
25 **in its charter prior to drafting the report?**

1 A. I did.

2 **Q. Can you tell me what other information you would have**
3 **looked at when drafting the report?**

4 A. Yes, sir. So in addition to the two specific mission
5 goals that were outlined in CAA's charter -- amended
6 charter, I also looked at their performance on
7 statewide assessments which were contemplated as
8 goals. Within the specific charter, I looked at
9 graduation rate information. We looked at credit --
10 or I looked at credit attainment information. I
11 looked at the performance of students on the host of
12 assessments. That would include the end of course
13 examinations that are state required in Algebra I,
14 English II, Biology, and the United States History and
15 Constitution, along with career readiness metrics
16 which would be the WIN ready to work, ASVAB, ACT,
17 those kind of things. Again, trying to do a
18 comprehensive review of the district's academic levels
19 as well as the -- excuse me, the school's academic
20 levels as well as the school's academic health.

21 **Q. Maybe I should ask better is there any academic data**
22 **that was available to you that you did not look at in**
23 **preparing this report?**

24 A. No, sir. To my knowledge, no.

25 (DISTRICT NO. 2 WAS INTRODUCED FOR

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THE RECORD (64 pages) Amended
Charter)

Q. If you'll look at tab 2 on page 40 -- well, first off, if you'll look at tab 2. It's the very front page. Do you recognize this as Charleston Advancement Academy's amended charter approved by the board on November 12, 2020?

A. I do.

Q. Okay. And if you'll flip over to page 46. Excuse me, page 42. You'll see there's a reference to goals and objectives. Do you see that? In your transfer report, did you go through each of these goals and objectives to see if the measures had been met?

A. I did.

Q. And what did you determine as you went through these goals and objectives?

A. Despite one or two for which we did not have access to independently verify data, the majority of them what we found were that the school was significantly lacking in terms of the -- its performance for the percent of students that were showing readiness either C or higher on end of course examinations, or 20 or higher on ACT, or 31 or higher on ASVAB, silver or higher on the WIN Ready To Work assessment.

Q. And if you flip over to page 45, you'll see that there

1 is a method to establish objectives with benchmarks.

2 A. Yes, sir.

3 Q. See that?

4 A. I do see that.

5 Q. Can you tell me what -- what is your understanding
6 that this chart is supposed to represent?

7 A. The chart is expected -- benchmarks typically are
8 measures by which a school would establish an annual
9 measure to get them to whatever goal that they set
10 forth in their charter. So it would enable us to
11 determine in an annual review whether or not the
12 school is on target for the goals and objectives that
13 it has set forth for itself in its charter.

14 Q. Has the school set any of these benchmarks?

15 A. No, sir.

16 Q. Have you see any documentation at all from a Momentum
17 Strategy and Research?

18 A. No, sir.

19 Q. So did you present all the information in this report
20 at the January 19, 2023, board meeting?

21 A. I did, sir.

22 Q. And do you stand by that information in the report?

23 A. I do. I do.

24 Q. Was the school -- or were school representatives
25 present at the hearing?

1 A. They were.

2 Q. Did they provide rebuttal information at the hearing?

3 A. Yes, sir, they did.

4 Q. Did they provide rebuttal information to you prior to
5 the hearing?

6 A. Excuse me, yes, sir, they did.

7 (DISTRICT NO. 20 WAS INTRODUCED
8 FOR THE RECORD (37 pages) School
9 Rebuttal January 18)

10 Q. Is exhibit 20 the rebuttal information that was
11 provided to you?

12 A. Yes, -- yes, sir, it is.

13 Q. Can you tell me -- if you flip over two pages, on the
14 back of that page, you'll see two tables both labeled
15 table 1. Do you see that?

16 CHAIRMAN PAYNE: Mr. Norton, which page are you on?

17 MR. NORTON: It's not page -- it's not -- so we're on
18 tab 20 and if you will flip one, two pages, we're
19 looking at the back of the page. It says CAA
20 four year adjusted cohort.

21 CHAIRMAN PAYNE: Thank you.

22 Q. Mr. Payne, is the table at the top the one prepared by
23 you?

24 A. Yes, sir, the table at the top is the one that I
25 prepared.

1 Q. And is the table at the bottom the one prepared by the
2 school in rebuttal to you table?

3 A. Yes, sir, that is correct. The table below is the one
4 that was presented in the rebuttal that CAA sent on
5 January 18th.

6 Q. So what graduation rate is it reporting?

7 A. The school in its rebuttal on January 18th, indicated
8 for the 2022 school year, a graduation rate of 12.64
9 percent. Slightly above but still significantly low
10 compared to the 12.07 the prior year.

11 Q. Okay. Does 12.64 percent meet the charter goals set
12 by Charleston Advancement Academy?

13 A. No, sir.

14 Q. And if you flip over two more pages to table 2, we see
15 some credit attainment data. Do you see that?

16 A. Yes, sir, I do.

17 Q. Were you able to ascertain where this data came from
18 for the school?

19 A. There were references in here to Edgenuity in the
20 narrative. There was no source listed for this
21 particular table. My assumption is that the data came
22 from Edgenuity.

23 Q. How many students were considered in the charter
24 school district's table?

25 A. All -- 719 students that had enrolled -- that were

1 enrolled at one or more points for the '21-'22 school
2 year.

3 **Q. And how many students were considered by CAA?**

4 A. 312 students.

5 **Q. Do you have any explanation for the discrepancy in the
6 number of students?**

7 A. One of the things that we noticed as we began looking
8 at the data were significant numbers of students
9 enrolling and then unenrolling or becoming inactive.
10 We tried to capture the universe of students who had
11 enrolled at one or more points during the school year.
12 With respect to CAA's, they list 312 students.

13 **Q. In your process, did you have some concerns about the
14 validity of the CAA data?**

15 A. I did.

16 **Q. And can you tell me why?**

17 A. The result that the school provided in it's response,
18 which is below table 2 highlighted in yellow indicate
19 that 31.09 percent of their students earned or
20 maintained credit for the '21-'22 school year. That
21 is significantly variant from the 2.23 percent that we
22 identified in Power School. We reran reports,
23 completed confirmatory analysis on our data. So it
24 was concerning to us to see that significant of a
25 discrepancy in the data.

1 Q. According to CAA's charter, is the Edgenuity data
2 supposed to correlate to Power School data?

3 A. Yes, sir. They have a section in their charter that
4 indicates that their Edgenuity or other platform and
5 Power School will run parallel so as to have a
6 seamless transition of data from the school to the
7 district, from the district to the state, so that
8 we're all clear on, you know, valid and reliable data
9 upon which to do the work that we are charged to do.

10 Q. Based on your analysis of the information presented by
11 you and then subsequently, by CAA, do you believe that
12 to the be the case? That the Edgenuity data and Power
13 School data are, in fact, synced up?

14 A. I do not believe that Edgenuity data and Power School
15 data are synced.

16 Q. Did CAA provide you any additional data subsequent to
17 the transfer hearing on -- in January?

18 A. Yes, sir, they did. As required by statute and
19 Department of Education, all charter schools are
20 expected to submit an annual report for the prior year
21 by December 31st. Because of some delays on the part
22 of the Department's part this year, we got an
23 extension until January 31st. Charleston Advancement
24 Academy submitted their annual report to us on or
25 around January 31st. I believe we gave them -- I

1 recall we gave them a little extension which was a
2 courtesy that we granted to other schools. When we --
3 when they identified a report, we identified some
4 missing information, we sent it back, and worked as
5 collaboratively as possible to give them that
6 extension. They did provide that information to us,
7 though.

8 **Q. In fact, how many times did they have to resubmit it?**

9 A. The third submission was the final.

10 **Q. Did you review that annual report data that was**
11 **submitted?**

12 A. I did.

13 **Q. And tell me why you would have reviewed that annual**
14 **report data?**

15 A. It is our responsibility to review, in our charge
16 under the Charter Act, to provide oversight of our
17 schools within our portfolio. In addition, we are
18 required to pull together annual reports from all of
19 our charter schools. And then typically the timing is
20 that schools must submit by December 31st and then we
21 have to combine, review, and submit a report to the
22 South Carolina Department of Education one month
23 later. Again, the specific year back, we got that one
24 month extension so our schools had until January 31st
25 to submit to us and then we had until February 28th to

1 submit our report to the State Department of
2 Education. In addition, as part of our own district
3 accountability contemplated under the Charter Act, we
4 do review all of our schools annual reports and
5 provide a summary evaluation back to them with respect
6 to the information that they provided along with any
7 other information that we believe should be included
8 to identify and give feedback to the school.

9 **Q. Okay. So if you will -- before we leave this binder,**
10 **just to make sure we cover everything and then we're**
11 **flipping. Would you look back real quickly at tab 19**
12 **for me?**

13 (DISTRICT NO. 19 WAS INTRODUCED
14 FOR THE RECORD (2 pages) College
15 Freshman Report)

16 A. Yes, sir.

17 **Q. Can you tell me what this report is?**

18 A. This is colloquially referred to as the College
19 Freshman Report. It is a report that is generated to
20 identify what and how students are doing after they
21 leave high school. It is a required -- at the moment,
22 it is a required report that all schools and districts
23 must complete and submit.

24 **Q. And what does it show about Charleston Advancement**
25 **Academy's performance?**

1 A. So in this specific document, they indicate that for
2 the '21-'22 school year, they issued forty-seven
3 diplomas. Of the forty-seven diplomas, three of those
4 students who earned diplomas went onto a four year
5 college or university. Four students went to two-year
6 college or regional campus. Four were enrolled in a
7 two-year Associate's degree. Two were enrolled in
8 some other diploma or certificate program. Four had
9 gainful employment. And six had enrolled or entered
10 into the United States Armed Forces.

11 **Q. Is part of CAA's charter that they will prepare**
12 **students for employment and college after high school?**

13 A. Yes, sir, it is. It's explicitly stated in their
14 charter.

15 **Q. And what does this report show about whether CAA is**
16 **performing that function adequately?**

17 A. On line ten of this Charter Freshman Report, you will
18 see that there are 24 students, little over half of
19 the 47, that are participating in some other activity
20 for which information is not available. Ostensibly,
21 it means that the child is not -- or the student, or
22 former student, is not attending a four-year college,
23 a two-year college, a tech school and some other trade
24 school, gainfully employed, or in armed services.

25 **Q. So are they preparing students for life after high**

1 **school based on this report?**

2 A. Based on this report, less than half of them are
 3 moving into continuing their education or gainful
 4 employment, so I do not believe that to be the case.

5 (DISTRICT NO. 22A-C WAS INTRODUCED
 6 FOR THE RECORD (-- pages) Annual
 7 Reports)

8 **Q. Can you turn over to tab 22 for me, please, binder 2?**
 9 **We have to switch binders. Is this the third and**
 10 **final submission for the most recent annual report**
 11 **from CAA?**

12 A. Yes, sir, this is the third and final submission from
 13 CAA for their annual report for the '21-'22 school
 14 year.

15 **Q. Did you -- did you do some analysis to determine**
 16 **whether the accurate data performed, or repotted in**
 17 **this, was accurate?**

18 A. We reviewed the information presented in this annual
 19 report. We had some concerns. One, we were not
 20 seeing the same data as we were seeing, not only, for
 21 example, for the testing. We were not seeing the same
 22 information we were seeing in test vendor files, in
 23 Power School, and other sources. The school district
 24 did provide it's enrollment numbers as part of number
 25 two on page six. They provided report card data,

1 which is outlined on pages eight and nine. And then
2 they provided other data, graphs, and that sort of
3 thing, which again was incongruent with what we were
4 seeing in Power School.

5 **Q. Let's talk about academic goals if we can. If you'll**
6 **turn to page 14, you'll see that there's what the**
7 **school says are 3 primary CAA high school goals as**
8 **part of the mission statement. Do you see that?**

9 A. I do.

10 **Q. And in the actual outcome, there are 54 graduates**
11 **reported. Do you see that? In the very bottom row.**

12 A. Yes, sir, I see that now.

13 **Q. Did you do anything to verify whether there were**
14 **actually 54 graduates in the 2021-22 school year?**

15 A. We did.

16 **Q. Can you tell me what you did to verify that?**

17 A. We looked not only in Power School but we also looked
18 in a system, or a platform, that the State Department
19 of Education uses called DOTS, diploma ordering
20 tracking system. DOTS is the way that schools put in
21 information to cue up the issuance of a South Carolina
22 high school diploma. Once that child is entered into
23 DOTS, then the child has to be verified. It cues up
24 for the vendor to produce the high school diploma.
25 The diplomas are then transmitted back to the school.

1 The school then reviews that. And if the child does
2 complete the required -- the requirements to get a
3 high school diploma, then the diploma can be given.
4 If not, then the diploma is expected to be returned
5 since that child did not earn a uniform South Carolina
6 high school diploma. In our analysis, so we looked
7 not only in Power School but we also looked in DOTS.
8 And what we found in DOTS is that none of the seniors
9 who entered as 12th graders graduated within one year
10 of their enrollment at Charleston Advancement Academy.

11 **Q. So is the information in DOTS consistent with the**
12 **information reported by the school?**

13 A. It is not, no.

14 **Q. What is the most reliable resource to determine if a**
15 **student actually graduated?**

16 A. The most reliable source is DOTS.

17 **Q. Why is that?**

18 A. Because that the metric, or the system, by which the
19 physical diploma is issued and sent to the school for
20 that child to be then recorded as receiving a high
21 school diploma issued by the State of South Carolina.

22 **Q. Did you ever analyze the academic performance only --**
23 **-- of only seniors at CAA during school year 2021-**
24 **2022?**

25 A. No, sir. We looked at the performance of all

1 students.

2 Q. Okay. And do you know how many 12th graders enrolled
3 in CAA -- strike that. Do you know how many students
4 entered as 12th graders during the school year 2021-
5 2022 at CAA?

6 A. It seems like I recall, and I think I have that here,
7 but I seem to recall it being about ninety or so
8 students.

9 Q. Okay. Do you remember doing an analysis of how many
10 of those students graduated within a year?

11 A. I do remember that.

12 Q. And do you remember how many of those students
13 graduated within 12 months?

14 A. Yes, sir. Zero students graduated within 12 months.

15 Q. So if they at CAA as a senior, zero of them graduated
16 within 12 months.

17 A. Yes, sir. So what we did is we looked at entry date
18 to CAA to determine that they would senior status. We
19 then looked through DOTS to see if we found that
20 corresponding child's name in DOTS and we found no
21 corresponding names for the 12-month period.

22 Q. So in order to be enrolled as a senior, what criteria
23 would they have to meet to be initially enrolled as a
24 senior?

25 A. Generally, you're looking at a student who has,

1 roughly 18 credits toward the 24 credits required to
2 get the South Carolina High School Diploma.

3 Q. So they have to get at least -- so they have to get
4 somewhere between one and six credits within the 12-
5 month period?

6 A. That is correct, yes, sir.

7 Q. Would you consider all -- well, strike that. Have you
8 done any independent research regarding the
9 performance of what Mr. Turner referred to as
10 alternative education campuses?

11 A. I have.

12 Q. Can you tell me about that research please?

13 A. Yes, sir. So the National Charter Institute has an A-
14 GAME dashboard that includes data on alternative
15 education campuses, both as charters as well as
16 traditional school alternative education campuses.
17 That dashboard is a real time dashboard where you can
18 -- or an interactive dashboard, I should say, where
19 you can look at the information and determine in
20 general what percentage of AECs are graduating high
21 school within four years of entering into high school.
22 The national data from the National Charter -- Charter
23 School Institute indicated that, roughly, forty five
24 percent of students graduate within 4 years of
25 entering in an alternative education campus school.

1 MR. TURNER: I'm going to object to this and we've
2 made an objection prior to today. This is
3 information we believe that was not before the
4 district board on January 19, 2023, and that the
5 school did not have an opportunity to assess it
6 at any point prior to that and the transfer
7 request report or otherwise.

8 CHAIRMAN PAYNE: Do you have a response?

9 MR. NORTON: This is, obviously, information that Mr.
10 Payne can recite from the top of his head. It's
11 part of his analysis. It's part of his ongoing
12 duties with the district. I don't think the
13 school would take the position that, you know,
14 it's ongoing academic performance is not relevant
15 here before this board. Again, the notice simply
16 provides notice of when the board intends to
17 revoke. It doesn't put a moment in time when the
18 world stops. The school continues to operate, it
19 continues to teach children. The board is free
20 to consider any information that comes after.
21 Unless Mr. Turner is going to take the position
22 that it can't consider anything after January
23 19th, and I don't think that's his position. I
24 think this is fair information. Mr. Payne has
25 not said whether he knew this before or after the

1 transfer hearing. The objection was to a
2 document which we are not introducing as
3 evidence. We're just letting him testify about
4 what he knows of his own personal knowledge. The
5 objection should be overruled.

6 CHAIRMAN PAYNE: Okay, the objection is noted, but it
7 is overruled.

8 **Q. All right, Mr. Payne, you may continue it you're not**
9 **finished.**

10 A. In addition to looking at A-GAME data, I also spent
11 time to understand better to understand alternative
12 education campuses and the literature out there. I
13 read an article by Jiminez that was a study of over
14 900,000 students in the state of New York. They
15 looked at at-risk students that would be typically be
16 appropriate for an alternative education campus or
17 transfer school, the literature sometimes refers to
18 it. What Jiminez and the authors found was that --
19 they follow two sets of children. Those at-risk
20 students who stayed in a traditional public and those
21 who transferred to an alternative education campus,
22 again, involving over 900,000 students in their study.
23 What the authors found was that those students who
24 stayed in their traditional school had, approximately,
25 a 12 percent graduation rate in 4 years. And that is

1 to say 4-year -- their 4-year cohort graduation rate
2 was about 12 -- little over 12 percent. However,
3 students that transferred to an alternative education
4 campus, the researchers found that the graduation,
5 which still low, increased to, roughly 30 percent in 4
6 years to get a 4 year graduation rate. And again,
7 while that's low, it is substantially similar. So it
8 was concerning. So the 30 percent -- as I
9 contemplated the data, the 30 percent was in line with
10 the 45 percent that the National Charter Institute
11 provided their data, the 12 percent which was
12 reflective of the kids who stayed in their traditional
13 school seemed to be more akin to the data that
14 presented by Charleston Advancement Academy and their
15 official graduation rate as calculated by the State
16 Department of Education.

17 **Q. Mr. Payne, did -- based on your analysis, is CAA**
18 **meeting the standards of these -- standards that you**
19 **are aware of regarding AECs --**

20 A. No, sir.

21 **Q. -- the academic performance standards, I should be**
22 **clear.**

23 A. No, sir. Based on the information that I have
24 reviewed and research that I have looked at --
25 national research as well as the information from the

1 National Charter Institute, the school is not meeting
2 those expectations either.

3 **Q. Can -- we're just going to ask you to just help us**
4 **through this and we'll try to get this as quickly as**
5 **we can.**

6 A. Yes, sir.

7 (DISTRICT NO. 25 WAS INTRODUCED
8 FOR THE RECORD (-- pages) Grade
9 Transcripts)

10 **Q. If you would turn to tab 25. This is a lengthy**
11 **exhibit, can you tell us what tab 25 is?**

12 A. Yes, sir. Tab 25 -- so to better understand credit
13 obtainment, one of the things that we noted and a
14 difficulty that we experienced was really trying to
15 understand the data we were seeing in Power School.
16 For example, in the school's January 18th rebuttal,
17 the day before the January 19th board meeting, it
18 listed specific students as having graduated with a
19 high school diploma. However, as we reviewed that
20 information, one student caught our eye and she was
21 listed in multiple years as having gotten a high
22 school diploma. So that gave us serious concern. We
23 look at her in Power School and, indeed, she had been
24 coded in four separate years as having graduated from
25 Charleston Advancement Academy. We then looked to

1 DOTS. We did find the student in DOTS and she
2 graduated -- she did graduate but she graduated much
3 later than she was coded. So what -- in an effort to
4 better understand credit attainment, we took the
5 students who were enrolled at Charleston Advancement
6 Academy as of their 180th day last school year.
7 Because the school in its critical mission goals
8 indicated that students -- their goal was for students
9 to be earning at least six credits per academic year
10 in order for them to be able to graduate in four years
11 or as close there as possible. So we took the
12 students enrolled. There were 496 students enrolled
13 at Charleston Advancement -- Charleston Advancement
14 Academy on the 180th day. We went into Power School
15 and we downloaded and printed their transcripts.
16 These transcripts have been removed of personally
17 identifiable information. So what you see in front of
18 you are a stack of transcripts. Each page is a unique
19 student. I believe these are -- yes, they are front
20 and back. Each page is a individual student. It
21 shows the schools they attended, it shows -- just to
22 orient viewers to this, it shows the schools they
23 attended, the courses they took, it shows the mark or
24 the grade that they got for the class, and last but
25 least of all, it shows the credit. Zero if they did

1 not get the credit. One, or .5, depending upon what
2 credit the course is worth. It shows the credit
3 attainment. And you can see, generally, they go from
4 the oldest school at the top to the newest school at
5 the very bottom. We examined these transcripts to --
6 to see. Because this shows these -- the courses that
7 students are enrolled in. And it -- well, that were
8 enrolled in at the end of the '22 school year all the
9 way back to their point of entry. What we found as we
10 went through this was we did a very simple exercise.
11 We looked to simply see how many students were getting
12 six credits per year during their enrollment at
13 Charleston Advancement Academy.

14 **Q. What did you find?**

15 A. We found, as we went through there, that -- so front
16 and back what we found were eight students that had
17 completed 6 or more credits per academic year for
18 every year that they were enrolled. So if they were
19 enrolled 1 year, only 1 year, did they get 6 credits?
20 If they were enrolled 2 years, did they have 12
21 credits? Three years and so on and so forth. What we
22 found were eight transcripts that contained, or
23 demonstrated, or showed, that students were completing
24 6 credits per academic year. The result of which,
25 eight of -- there were 496 so that -- if my math is

1 correct, that leaves about 488 students who were not
2 earning 6 or more credits per academic school year.

3 **Q. And the goal on the charter, to be clear, is geared at**
4 **six credits per academic year?**

5 A. Yes, sir, that is correct.

6 **Q. And what's relevant about credits per academic year?**

7 A. In general, children are encouraged to complete high
8 school in four years and the general pace is to earn
9 six credits per year so that you take four years to
10 get your high school diploma. Six in freshman, then
11 seven to twelve in your sophomore, thirteen to
12 eighteen in your junior, nineteen to twenty-four in
13 your senior year in order for you to complete your
14 high school -- or to obtain your high school diploma
15 in four years. So the six really is a metric by which
16 it enables the child to be on a trajectory to finish
17 school as soon as possible.

18 **Q. So if you're not earning six credits in a year, how**
19 **would you describe the student's trajectory towards**
20 **graduation?**

21 A. The student's trajectory, as we looked at this, was
22 particularly concerning because it -- it appeared to
23 be significantly delayed and slow. As you look
24 through, it doesn't take long to see that in -- in
25 general, oftentimes, children are taking one or two,

1 maybe three classes per year. We noted one transcript
 2 where the student was enrolled in a .5 course solely
 3 for that academic school year. So what we saw was
 4 that as you look through this and look at Charleston
 5 Advancement Academy -- here's one student for '19-'20
 6 who took a .5 course. The next year, they took three
 7 courses. They passed one. The other two they
 8 withdrew passing. If you WP, that indicates a
 9 withdrawal from the class with a passing grade.
 10 However, no credit is earned. And then in the '21-'22
 11 school year, the student had taken two classes and
 12 received credit for one.

13 (DISTRICT NO. 27 WAS INTRODUCED
 14 FOR THE RECORD (41 pages)
 15 Attendance Snapshots)

16 **Q. All right. Mr. Payne, can you flip over to exhibit 27**
 17 **for me please?**

18 A. Yes, sir.

19 **Q. Can you tell me what this -- can you tell me what this**
 20 **exhibit is and what you did with it.**

21 A. Yes, sir. These are two students for whom we have
 22 executed affidavits for students at Charleston
 23 Advancement Academy who called and spoke with the
 24 district with respect to Charleston Advancement
 25 Academy in support of the school.

1 **Q. What did you do after receiving the affidavits?**

2 A. We were interested to see, -- again, in attempt to
3 verify or ascertain how well these students are doing,
4 we looked to see generally how well the students were
5 performing, what their grades were, what their
6 attendance patterns were, whether or not they had any
7 disciplinary instances or that kind of thing to
8 determine whether or not Charleston Advancement
9 Academy, as per what these individuals parents and
10 students shared, if they were meeting these students'
11 educational needs and fulfilling their
12 responsibilities as outlined in their charter.

13 **Q. And if you'll flip to the end of the affidavits,**
14 **you'll see that there are some records there, I think,**
15 **identified by student number. There's one 0423.**

16 A. Yes, sir.

17 **Q. You see that?**

18 A. I do.

19 **Q. Can you tell me what those records show?**

20 A. Yes, sir. So as you -- this is most recent two oldest
21 and provides the courses and the grades and credit
22 earned for this specific student. Not only at
23 Charleston Advancement Academy but also at schools
24 that the student attended going back to their eighth
25 grade. You'll see year term. You will see grade

1 level and that is how the student is classified: 8th
2 grader, 9th grader, that sort of thing. The grade
3 earned and then -- excuse me -- the grade and the
4 credit earned and then the school name.

5 **Q. And so how was the student doing at Charleston**
6 **Advancement Academy compared to how the student was**
7 **doing at the prior school?**

8 A. So in general, it looks like the student was faring a
9 little better at preceding schools upon entrance into
10 Charleston -- first Charleston Acceleration Academy
11 and then -- yes, Charleston Acceleration Academy then
12 thereafter Charleston Advancement Academy. It looks
13 as though the child took -- or took -- took 12 courses
14 between '18 -- excuse me -- between '19-'20. I
15 apologize again. Between '18-'19, '19-'20, '20-'21,
16 and '22-'23. The student by my quick count of those
17 courses passed -- the student earned credit for 6
18 courses. Did not earn credit for the other remaining
19 courses at Charleston Advancement Academy.

20 **Q. Did you determine what factors, or some factors, that**
21 **might be impacting the school's -- or the student's**
22 **academic performance?**

23 A. Yes, sir. Research clearly shows and I think we know
24 this foundationally as educators through the pandemic
25 that children learn best when they're in class working

1 with a skilled teacher to meet their needs. So
2 children's attendance is very important in educating
3 children to their highest level. So we looked at
4 student attendance records for these specific students
5 as well.

6 **Q. What did the students' records show? And I think it's**
7 **a couple of pages over.**

8 A. Yes, sir. If you turn to -- two pages over, you will
9 see a single page on your right with both black and
10 red font. And so for this specific student for the
11 '22-'23 term, the student was absent 51 times in
12 English IV, 51 times in Probability and Statistics, 51
13 times in United States Government, 45 times in home
14 room, and then again six additional days in there. So
15 the total count of -- we then looked to see were those
16 excused or unexcused absences in Power School. What
17 we found were the student had 159 class absences for
18 the '22-'23 term and was coded as present 96 times.
19 And then the class is dropped. There was some
20 additional absences as well.

21 **Q. Did you find any evidence that the student was a on**
22 **truancy intervention plan or other interventions had**
23 **been put in place for the student?**

24 A. We searched Power School to see if we could find any
25 notation of truancy or an attendance plan or any other

1 effort on the part of the school and we found none.

2 Q. If you look over a couple of more pages, you'll see
3 it's bates stamped D004 at the bottom. It's got a
4 federal court Bates stamp at the top. It's the
5 affidavit there --

6 A. Yes, sir.

7 Q. -- of the next parent.

8 A. Yes, sir.

9 Q. There's additional data for another student a number
10 that ends 0890 that comes next. Additional attendance
11 data and academic data. Can you tell us what this
12 data shows?

13 A. Yes, sir. Much like the other, this -- the first that
14 you see after the affidavit is, again, the students
15 grades, credit earned from the '21-'22 school year all
16 the way back to 2018-2019 when they were coded as a
17 ninth grader. What you see in that is the student --
18 according to the information in historical grades,
19 which is a report function in Power School, the
20 student transferred to Charleston Advancement Academy
21 in the 2020-21 school year and completed course work
22 in 2021, '21-'22, and we also know that the student is
23 currently enrolled in '22-'23 data. What the credit
24 earned, as you can see, are ones and zeros and .5s.
25 So this specific student completed -- or earned credit

1 for five classes out of seven while at Charlatan
2 Advancement Academy. And as you see going down in
3 prior schools start at the school identified from
4 tenth grade down to ninth grade, earned credit for
5 every class that the student attended including, as
6 you look at this, I mean, getting 100s, 85, 95. You
7 know, this is a good performing student.

8 **Q. Is there any way that you know of that you can be**
9 **absent that many times and still meet requirements for**
10 **earning credit towards your high school diploma in a**
11 **class?**

12 A. No, sir. That brings serious concerns. In the
13 school's amended charter, they commit to what is state
14 regulation. That in order to earn a carnage unit
15 toward high school, it requires 120 hours of course
16 instruction. So the -- the grades and the attendance
17 that corresponded with that -- this particular student
18 -- if you flip to the next page, you'll see the
19 attendance records for this student for this current
20 school year, and what you'll notice is the student is
21 enrolled currently in intermediate Algebra, Biology,
22 then a home room. This school year, for example, this
23 student has 306 class absences and has been virtually
24 present 114 times. As you look at it in th top, the
25 student has been absent 102 times for Intermediate

1 Algebra, 102 times for Biology I, and 102 times for
2 home room. The pages that then follow are the day-by-
3 day. This is the actual printout of the attendance
4 and you can -- you note there whether or not the
5 student -- in the code and description columns whether
6 the student was excused, unverified, virtually
7 present, and so forth.

8 **Q. Mr. Payne, if you can flip over a couple of more**
9 **pages, you will eventually see at the very top that**
10 **the number will change to 662065. And that there will**
11 **be historical grades.**

12 **A. Yes, sir.**

13 **Q. Okay. Then the next page over -- the next page over -**
14 **- the page flips, right?**

15 **A. Yes, sir.**

16 **Q. Okay. What does this page tell you about this**
17 **particular student?**

18 **A. This pages tells me that the student is a -- was a**
19 **student at Charleston Advancement Academy on -- as of**
20 **September 21, 2021. Was coded as a ninth grader. At**
21 **the end of the year was retained. And then back again**
22 **in 8/17/2022. The student was retained, again, in**
23 **ninth grade.**

24 **Q. And if you flip to the next page to the attendance**
25 **summary.**

1 A. Yes, sir.

2 **Q. Do you see that?**

3 A. I do, sir.

4 **Q. What classes is the student currently enrolled in?**

5 A. The student is currently enrolled in World History,
6 Earth Science, and home room.

7 **Q. Are these year long classes?**

8 A. I'm not --

9 **Q. Are these full credit -- are these one credit classes?**

10 A. Yes, sir, these are all credit classes.

11 **Q. Okay. Is it possible for -- how many credits will**
12 **this student earn in this term 2022-2023 based on what**
13 **he's enrolled in right now?**

14 A. So they would earn two credits. A credit for World
15 History and a credit for Earth Science.

16 **Q. So the maximum a student could earn during this term**
17 **is two credits?**

18 A. Yes, sir.

19 **Q. How many are you supposed to earn in a year again?**

20 A. Six.

21 **Q. And how many absences does the student have?**

22 A. This particular student has 202 total class absences.
23 Sixty-six in World History, 68 in Earth Science, and
24 69 in home room. One of the things with respect to
25 Power School is it is an active absence management

1 system so the student is considered present unless
2 someone goes into the system and marks the student
3 absent. So sometimes you'll see slight
4 differentiations and sometimes students just slip --
5 it just slips their mind if, you know, a student may
6 be absent and they just forget to do it that day.
7 That's sometimes why you'll see incongruencies in
8 between absences. Particularly if a student is out
9 the whole day.

10 **Q. Did you look at information for other individual**
11 **students at other individual student level?**

12 A. We did.

13 **Q. And why would you do that?**

14 A. We looked at several students just one, to determine
15 in general attendance patterns. We looked at students
16 that we had been working with the school directly
17 with, including a particularly troubling scenario.

18 **Q. Can you tell me about that troubling scenario you're**
19 **referring to?**

20 A. Yes, sir. We worked with -- we had correspondence
21 with the school with respect to a specific student who
22 was covered by several federal laws and entitled to
23 services under federal law. And the district had
24 correspondence and communication with the school. So
25 we looked that student up in Power School and what we

1 found was considerably concerning. The student in
2 terms of their attendance had been pretty much been
3 marked medically -- a medical absence for the entirety
4 of the school year -- of this school year all the way
5 up to, I believe, April 23, 2023. Most concerning as
6 we looked at the log entry and that's where teachers
7 can go in and put notations about, you know, whatever
8 their log attempts were. We noted that -- we also had
9 logs -- so those -- those logs are in Power School so
10 we reviewed those. Because we had -- knew that the
11 school and our district staff had been discussing this
12 specific student because of the intricacies of this
13 particular case, I also looked at the log that our
14 staff keeps, and reviewed that to best determine.
15 What we found was that there was attempts to engage
16 the parent -- the child was medically absent. Again,
17 protected under two separate federal programs.
18 Entitled to two services under two federal programs.
19 What we found is that there notations about reach
20 outs, about calls, about recognizing that some of the
21 service plans had lapsed in November and December and
22 then it ended with a April 21st or 22nd log that the
23 teacher put in that the student had passed away in
24 October of last school year. And the student was --
25 after the student's passing on October 30, 2022, the

1 student continued to be marked medically absent.
 2 There was still additional notes. So it seemed clear
 3 to us that the school did not know that this child had
 4 passed away six months ago. The student, in fact, was
 5 only exited from Power School on April 23, 2023,
 6 almost six months after this child died.

7 **Q. Mr. Payne, did you pull records to verify the**
 8 **information that you just testified about?**

9 A. I did.

10 MR. NORTON: At this time we'd like to move into
 11 evidence, exhibit 35 which are the records to
 12 support Mr. Payne's testimony.

13 MR. TURNER: We would object. This was not
 14 information that was included in the transfer
 15 request before the board on January 19th and,
 16 therefore, couldn't have been part of the basis
 17 for the board's decision to revoke CAA's charter.

18 MR. NORTON: This is information provided in response
 19 to the rebuttal. Information provided to -- by
 20 CAA to demonstrate the lack of record keeping by
 21 CAA and the lack of cares it has shown, at least,
 22 to one student.

23 CHAIRMAN PAYNE: Mr. Norton, what's the source of
 24 these records?

25 MR. NORTON: Power School. At least -- well, let me

1 ask -- may I ask the witness?

2 CHAIRMAN PAYNE: Yes.

3 **Q. Mr. Payne, can you tell me where you pulled -- from**
 4 **where you obtained the records to establish the**
 5 **testimony you just provided?**

6 A. Yes, sir. The records come from Power School. One
 7 comes from transfer information. A next is the
 8 summary of the student's attendance, which was similar
 9 to the attendance pages that you saw previously. As
 10 well as the -- let me just flip over here. As well as
 11 a screen shot of the log entries where information was
 12 provided by the school for this specific student.

13 CHAIRMAN PAYNE: Mr. Norton, where does Power School
 14 data originate?

15 MR. NORTON: From the school, Mr. Chairman.

16 CHAIRMAN PAYNE: Okay, I'll admit it.

17 BY MR. NORTON:

18 **Q. Mr. Payne, one -- one last question. You indicated**
 19 **that you had individual school staff contact the**
 20 **district about the situation. Did the staff itself**
 21 **seem concerned about the situation?**

22 A. They did.

23 **Q. Do you think that they were hampered by lack of**
 24 **resources and inaccurate record keeping?**

25 A. I believe so.

1 MR. NORTON: I don't have any further questions for
2 Mr. Payne.

3 CROSS-EXAMINATION

4 MR. TURNER:

5 Q. Good morning, Mr. Payne. We might be in the afternoon
6 now. If we are, good afternoon.

7 A. Hello.

8 Q. The student that you were just referring to who passed
9 this year, the school raised that issue to the
10 district, correct?

11 A. They did, yes, sir.

12 Q. Okay. And did you receive any indication that they
13 would be unwilling to do whatever was necessary to
14 resolve that issue?

15 A. No, sir. I was made aware of it as we were looking
16 through Power School where the school had exited the
17 student on April 23, 2023. The protocol and the data
18 protocol indicate that a student should be exited the
19 last time that they're in school. So we looked at the
20 data and attendance was continued to be kept for the
21 student from November until April.

22 Q. Who did you speak with at the school when the school
23 raised this issue with the district?

24 A. I did not speak with anyone. Other staff spoke with
25 the school district.

1 Q. Do you know who it was at the school that raised this
2 issue with the district?

3 A. I do not.

4 Q. Do you have district's exhibit 27 in front of you?
5 Those are the two affidavits, the parent affidavits,
6 that you spoke about just a few minutes ago.

7 A. If you know the tab.

8 Q. Yes. It's exhibit 27.

9 A. Yes, sir.

10 Q. Have you had any discussion with anyone at CAA about
11 your analysis of these students?

12 A. I have not, no. My intent was to do an independent
13 evaluation of the data.

14 Q. Okay. Have you had any discussion with either of
15 these parents about your analysis of these students?

16 A. I have not.

17 Q. Have you ever met either of the parents that completed
18 these affidavits?

19 A. I have not.

20 Q. Have you met either of the -- any of the three
21 students that are referenced therein?

22 A. I have not.

23 Q. Mr. Payne, have you ever visited CAA's campus?

24 A. Regrettably not, no.

25 Q. Prior to January 19, 2023, you did not have any

1 discussions or communications with CAA about revoking
 2 CAA's charter, correct?

3 A. No, sir.

4 Q. Neither you nor the district staff has engaged any
 5 revocation review process with CAA, correct?

6 A. With respect the transfer, I looked at the academic
 7 health and performance. It would be the same academic
 8 data that I would review for revocation or transfer or
 9 any other thing.

10 Q. For the record, I'm -- I would like you to answer my
 11 question. If you want to expand on that and it's
 12 relevant to what I'm asking, you're welcome to but I
 13 want to make sure I get an answer to my question. So
 14 I'll repeat it. My question was that neither you nor
 15 the district staff has engaged in any revocation
 16 review process with CAA at any point, is that correct?

17 MR. NORTON: Objection. If he has -- if you object to
 18 the answer, then object to the chairman. Don't
 19 badger the witness, please.

20 MR. TURNER: Okay. Mr. Chairman, I would just
 21 request, respectfully request that you instruct
 22 the witness to make sure to answer the question
 23 being asked.

24 CHAIRMAN PAYNE: The witness will answer the question.

25 Q. And I'd be glad to repeat my question if that's

1 helpful.

2 A. That would be.

3 Q. My question was did you or the district staff ever, at
4 any point, engage in a revocation review process with
5 CAA?

6 A. We did not.

7 Q. Okay. Have you or the district staff, at any point,
8 required CAA to develop, implement, and execute a
9 corrective action plan?

10 A. I recall there being corrective action plans that we
11 reviewed in the file and that I addressed in the --
12 both the transfer report as well as in the report I
13 think we provided last year with respect to their 2021
14 annual report.

15 Q. Okay. Can you turn to district exhibit 10 which is
16 the transfer request report? Can you find the
17 corrective action plan that you referenced being in
18 that report?

19 A. It is touched on in section seven under compliance
20 with the district's monitoring -- federal programs
21 monitoring and support continued growth index where
22 they were identified as tier two for federal program
23 compliance. The CGI identified strengths as well as
24 weaknesses. The weaknesses are then articulated where
25 the district is -- excuse me, the school is receiving

1 their quarterly reports. As well as in special
2 populations where the school scored a -- was a high
3 level of support on the growth and capacity index with
4 the weaknesses noticed. And as a result was receiving
5 heightened compliance monitoring, monthly technical
6 assistance, and weekly check-ins.

7 **Q. Mr. Payne, just so I'm clear. Are you referring to**
8 **section 7 which is on page 11 -- beginning on page 11**
9 **of the transfer request report?**

10 A. That is correct.

11 **Q. And that is the transfer request report that you**
12 **prepared for the district board prior to the January**
13 **19, 2023, meeting?**

14 A. That is correct.

15 **Q. Do you see the word corrective action anywhere on this**
16 **section?**

17 A. I apologize, I misspoke. I was -- my intention was
18 for the capacity growth index so I will accept that
19 misspeak.

20 **Q. And so you're now saying that there was no corrective**
21 **action plan in the transfer request report --**

22 A. It is my recollection that I have reviewed where there
23 have been issues in the past as I've looked through
24 data. I don't recall those right off the top of my
25 head.

1 Q. Okay. Prior to the district board meeting on January
 2 19, 2023, did you have any discussions with any
 3 district board members about potentially revoking
 4 CAA's charter?

5 A. With district board members?

6 Q. Correct.

7 A. No, sir.

8 Q. Did you have any discussions with district employees
 9 about potentially revoking CAA's charter?

10 A. With respect to the January 4th letter that the school
 11 was sent where it intimated that the board may taken
 12 any -- in addition to the transfer with -- where the -
 13 - I think the language was the board may take up any
 14 action it deems necessary in addition to the transfer
 15 request or take any action with respect to the
 16 school's charter. As part of that, my team and I
 17 began to determine and have discussions around the
 18 kinds of decisions that the board could take.

19 Q. Which team members did you speak with about revoking
 20 CAA's charter?

21 A. I spoke with my direct staff as we were looking
 22 through all the data that we might have to get
 23 together about it. But equally we looked at the
 24 potential for corrective plans and other information
 25 to try to get a -- again, to make sure that our data

1 were as accurate as possible.

2 Q. Did you, or anyone else on staff, have any discussions
3 with CAA about the potential revocation of their
4 charter?

5 A. No.

6 Q. Okay. And why did you and the district staff
7 ultimately decide not to make a recommendation to
8 revoke CAA's charter at the district board meeting on
9 January 19, 2023?

10 A. That is a decision that the board makes in terms of
11 revoking charters. We were trying to provide the
12 board an independent analysis relative to the school's
13 request to transfer with objective data on the
14 academic health of the school.

15 Q. Okay. On January 19, 2023, the district board voted
16 to revoke CAA's charter, correct?

17 A. Correct.

18 Q. Do you recall that day that Mr. Norton went into
19 executive session with the district board prior to
20 them returning to open session and voting to revoke
21 CAA's charter?

22 A. I believe I recall so, yes.

23 Q. Okay. And do you recall that executive session lasted
24 for over an hour?

25 A. I do not recall the length of time that was spent in

1 executive session.

2 **Q. Okay. You were not invited into that executive**
3 **session, correct?**

4 A. As typical matter, I do not attend executive sessions.

5 **Q. And CAA wasn't invited into that executive session,**
6 **correct?**

7 A. To my knowledge, no.

8 **Q. Will you please take another look at district exhibit**
9 **10, when is the transfer request report? What's the**
10 **date of the transfer request report?**

11 A. I believe the date would have been January -- the date
12 this was issued was January 12th -- I'm looking to
13 find the date that was on it.

14 **Q. You believe it was January 12, 2023?**

15 A. Yes. This report was shared with our -- as a matter
16 of district procedure, the report was shared at the
17 same time with CAA as it was shared with our board on
18 January 12th.

19 **Q. And both you and Superintendent Neeley signed the**
20 **transfer request report?**

21 A. We did.

22 **Q. Okay. Who was involved in preparing the transfer**
23 **request report?**

24 A. I provided most of the narrative. We had staff and my
25 team that assisted in running data in Power School,

1 performing confirmatory analysis on Power School. I
2 reviewed all of the assessment information. I
3 reviewed the graduation information. I reviewed the
4 report card data. My colleague, Michael Thom,
5 provided information with respect to the financial
6 information in section six. And then our chief of our
7 specific programs for federal programs and special
8 populations provided the information with respect to
9 the compliance in section seven and eight. I provided
10 the information in nine and ten, and a -- I think the
11 rest of it.

12 **Q. Without mentioning a specific conversation, was Mr.**
13 **Norton involved in preparing the transfer request**
14 **report?**

15 A. I believe Mr. Norton edited it. Provided edits for
16 us.

17 **Q. Okay. And you said the transfer request report was**
18 **provided to the district board members when?**

19 A. January 12th.

20 **Q. Okay. Please turn to page 16 of 54 in the transfer**
21 **request report. It's district's exhibit 10 and for**
22 **purposes for helping you find it, it's a letter that's**
23 **dated June 14, 2022.**

24 A. Yes, sir.

25 **Q. Please review this document and let me know when**

1 you're ready for me to ask questions.

2 A. I am ready.

3 Q. Okay. This is the district's most recent annual
4 evaluation for CAA, isn't it?

5 A. That is correct.

6 Q. Okay. And it is from Superintendent Neeley to CAA,
7 correct?

8 A. That is correct.

9 Q. And what's the date of this document?

10 A. June 14, 2022.

11 Q. Is the word revocation or any variation of that word
12 mentioned in the most recent evaluation of CAA?

13 A. It is not.

14 Q. And CAA responded to this annual evaluation, correct?

15 A. I do not recall.

16 Q. Do you know if they did respond if that response was
17 in the transfer request report before the board on
18 January 19, 2023?

19 A. I don't recall so, no.

20 MR. TURNER: Mr. Chairman, may I approach the witness
21 for the purpose of bringing him exhibit
22 notebooks?

23 CHAIRMAN PAYNE: Yes.

24 Q. Mr. Payne, would you please take a look at CAA's
25 exhibit 8 which is in volume 1 of the notebooks?

1 A. Okay.

2 (CAA EXHIBIT NO. 8 WAS INTRODUCED
3 FOR THE RECORD (2 pages) Letter)

4 Q. Please review this document and let me know when
5 you're ready for me to ask questions.

6 A. Okay.

7 Q. What's the date of this document?

8 A. August 22, 2022.

9 Q. And this is CAA's response to the district's most
10 recent annual evaluation of CAA, is that correct?

11 A. I believe so.

12 Q. Okay. And it states that CAA's graduation rate has
13 increased every year and, approximately, tripled since
14 CAA terminated it's education management organization,
15 correct?

16 A. Yes. I see where the statement is made.

17 Q. And it states that CAA has increased spending on
18 student services, specifically with money no longer
19 going toward an education management organization,
20 correct?

21 A. That is included in this letter.

22 Q. And it thanks Superintendent Neeley for noting in the
23 annual evaluation that CAA's in compliance with
24 teacher certification requirements, demographic
25 requirements, sustainable fund balance, and cash on

1 had standards, and special education requirements,
 2 correct?

3 A. That is correct.

4 Q. And the district never responded to this letter,
 5 correct?

6 A. I don't recall.

7 Q. And this letter was omitted from the transfer request
 8 report before the board on January 19, 2023, correct?

9 A. It was not included in our transfer report.

10 Q. You would agree that CAA's entire teaching staff is
 11 certified?

12 A. Yes, based on the information I reviewed and we
 13 reviewed collectively, yes.

14 Q. And you would agree that in addition to employing a
 15 teaching staff, CAA employs a team of advocate who are
 16 assigned to CAA's at-risk dropout students to support
 17 them in all areas of their lives?

18 A. Okay.

19 Q. You agree with that?

20 A. I don't know the staffing arrangements for Charleston
 21 Advancement Academy.

22 Q. You don't know whether they employ a team of advocates
 23 or not?

24 A. I believe reading that in their charter application,
 25 yes.

1 Q. Okay. But you have no other knowledge other than
2 seeing it in their charter application?

3 A. Correct.

4 Q. You would agree that most charter schools don't offer
5 a team of advocates for their students, correct?

6 A. I don't know that I could agree or disagree with that,
7 Mr. Tyler, because we have several alternative
8 education campuses serving a variety of students in
9 the -- within our portfolio.

10 Q. You would agree that money CAA spends on its advocate
11 team is money that is directly for student support,
12 correct?

13 A. Again, I'm not a financial expert so I would have to
14 defer that question to someone with more expertise
15 than I.

16 Q. Please turn to page 47 of 54 of the same exhibit.
17 It's the district's transfer request report. And the
18 document is, for purposes of identifying it, is the
19 district's transfer request policy.

20 A. And could you remind me please which --

21 Q. It's page 47 of the 54 pages in district exhibit 10.

22 A. I believe I am there.

23 Q. Are you looking at a one page document that begins
24 with the words SCM 594915?

25 A. I am.

1 Q. This is the district's transfer policy, correct?

2 A. It is.

3 Q. And it's been approved by the district's board,
4 correct?

5 A. Approved October 10, 2017.

6 Q. Okay. Please read the second to last sentence in the
7 district's transfer policy and let me know when you're
8 ready for me to ask questions.

9 A. And could you -- you said the second to last, for
10 clarification?

11 Q. That is correct.

12 A. Okay. Schools under revocation review or occupying
13 the lowest performance level rating as defined by the
14 SCPCSD's performance framework are not eligible to
15 request a transfer out of the district.

16 Q. Is it your understanding that any charter school
17 that's in revocation review isn't eligible to request
18 a transfer?

19 A. That is my take on this sentence.

20 Q. Okay. CAA requested a transfer out of the district,
21 correct?

22 A. That is correct.

23 Q. And you presented on that transfer request on January
24 19, 2023, correct?

25 A. That is correct.

1 Q. And the district board voted on their transfer request
2 on January 19, 2023, correct?

3 A. That is correct.

4 Q. And in response to CAA's transfer request, the
5 district never informed CAA that they were ineligible
6 to request a transfer because they were in revocation
7 review, correct?

8 A. I don't believe at the time -- I'm not sure I
9 understand the question. I apologize.

10 Q. Sure. Would you please flip to page 40 of 54 of
11 district exhibit 10 which is the same transfer request
12 report. And for purposes of identifying it, it's a
13 letter from Superintendent Neeley dated November 4,
14 2022. And the letter is to Nadine Deif.

15 A. January 4th, yes?

16 Q. It's November 4th.

17 A. All right.

18 Q. I'm sorry. It's a November 4, 2022, date.

19 A. Okay.

20 Q. Are you familiar with this letter?

21 A. I am.

22 Q. Okay. Is this Superintendent Neeley's response to
23 CAA's transfer request?

24 A. It is.

25 Q. Does it say anywhere in this letter that CAA is

1 ineligible to request a transfer because it's in
2 revocation review?

3 A. Revocation is not mentioned in this letter.

4 Q. The district has utilized a revocation review process
5 with other schools in the past, correct?

6 A. That is my understanding.

7 Q. Are you familiar with the NEXT School in Greenville?

8 A. I am.

9 Q. Okay. NEXT was not an alternative education campus,
10 correct?

11 A. I believe that is correct.

12 Q. And NEXT are mostly white students, is that correct?

13 A. I don't recall the demographic data for NEXT.

14 Q. The district utilized the revocation review process
15 with NEXT, didn't it?

16 A. That was happening as I entered into the school
17 district, so I don't recall the specifics of the work
18 with that up till the closure protocol with which I
19 worked.

20 Q. So can you say one way or another whether the district
21 utilized revocation review process with NXT?

22 A. I believe it was a voluntary termination of their
23 charter. I don't believe Next was revoked.

24 Q. Prior to the voluntary termination, do you whether
25 revocation review process was used?

1 A. I do not.

2 Q. Please turn to page 1 of the transfer request report
3 in district exhibit 10. Let me know when you're there
4 and ready.

5 A. I am.

6 Q. Do you see at the bottom where it says that CAA served
7 62.97 percent of minority students?

8 A. I see that, yes.

9 Q. Okay. And you see right after that on the next page
10 where it says that 70.52 percent of CAA's students are
11 in poverty?

12 A. I see that.

13 Q. On January 19, 2023, nobody asked about using a
14 revocation review process with CAA, correct?

15 A. On January 19th? No.

16 Q. Okay. CAA is an alternative education campus,
17 correct?

18 A. That is correct.

19 Q. Okay. And it exists to serve students who have
20 dropped out of school or at risk of dropping out of
21 school and to try to help them obtain a diploma, is
22 that correct?

23 A. That is correct.

24 Q. Does CAA serve students that have their own children?

25 A. I do not know that for sure.

1 Q. Do they serve students who that have suffered physical
2 abuse?

3 A. Again, I do not know. I didn't see any evidence of
4 that in Power School as we reviewed the data.

5 Q. Do they serve students that suffer emotional abuse?

6 A. That data again, other in incident management, which
7 is in Power School for disciplinary issues, I have no
8 other data -- data upon which to base that.

9 Q. Do they serve students that have been affiliated with
10 gangs in the past?

11 A. Again, that data is not available in Power School.

12 Q. Do they serve students that have been homeless?

13 A. I believe they have some that are marked as homeless
14 and have protections under the McKinney-Vento Act.

15 Q. Do they serve students that first enroll at CAA when
16 they are 16, 17, 18 years old?

17 A. I noted a variety of ages where students enrolled at
18 CAA.

19 Q. And do they serve students that are several academic
20 years behind at the time they enroll?

21 A. That I'm not sure -- in review of the transcript, we
22 noted that students were -- earn credit at a number of
23 prior institutions prior to enrolling in Charleston
24 Advancement Academy.

25 Q. In your opinion, if a student does not graduate from

1 CAA with his or her ninth grade cohort but graduates
 2 from CAA at the age of 20, does that fulfill CAA's
 3 mission?

4 A. Well, I don't think it does because the -- the
 5 critical mission that is outlined in the school's
 6 amended charter indicates that it will -- has a target
 7 of 65 percent twelfth grade graduating cohort with a
 8 goal of 80 percent. I mean, I certainly think and
 9 applaud and for students their high school diplomas,
 10 but I can't say that they're meeting their mission --
 11 critical mission goal stated in their charter.

12 Q. Would you look at page 1 of the transfer request
 13 report that's district exhibit 10. Do you see the
 14 paragraph that begins the mission of CAA?

15 A. That is correct. Or I see that, yes, sir.

16 Q. Would you review that and let me know when you're
 17 ready for me to ask a question?

18 A. And you said the second paragraph under background?

19 Q. That's correct.

20 A. Yes, sir. I'm ready.

21 Q. Does that paragraph that states the mission of CAA say
 22 it's to help students obtain a high school diploma?

23 A. It does.

24 Q. Does it mention anything about cohort graduation
 25 rates?

1 A. In this particular section, it does not.

2 **Q. Is that the mission of the school?**

3 A. As you look throughout their charter, you'll find that
 4 they talk about their mission in a variety of
 5 sections. The one that we analyzed were CAA critical
 6 goals found on page 3, which says the mission of CAA
 7 will be to re-engage students who have dropped out or
 8 on the verge of dropping out. And that's where it
 9 attends to meet a target graduation rate of 65 percent
 10 or a goal of 80 percent or greater and a target of 40
 11 percent of the school's students earning at least six
 12 credits per academic year to be on track to achieve
 13 graduation within four years.

14 MR. TURNER: Chairman Payne, I would respectfully
 15 request that you ask Mr. Payne to answer the
 16 questions I ask and if he has relevant
 17 information to add to that, he's welcome to
 18 expand.

19 MR. NORTON: I'd respectfully say he answered it. He
 20 just doesn't like the answer.

21 MR. TURNER: Okay. Can we go off and have the court
 22 reporter read back and my question and answer?

23 (Off the record)

24 (The question was read back)

25 MR. TURNER: Mr. Payne, I would respectfully request

1 that you ask the witness to answer the questions
 2 that I ask him and then he's welcome to expand
 3 upon that answer if he would like.

4 CHAIRMAN PAYNE: Witness, try one more time to answer
 5 the question.

6 WITNESS: Yes, sir.

7 CHAIRMAN PAYNE: As clearly and succinctly as
 8 possible.

9 BY MR. TURNER:

10 **Q. The paragraph on page one of the transfer request**
 11 **report that begins the mission of CAA, is that the**
 12 **mission of the school?**

13 A. I believe that this is the summary of the mission of
 14 CAA.

15 **Q. Should CAA's charter goals align with it's mission?**

16 A. Yes.

17 **Q. The district reviews and approves CAA's charter goals,**
 18 **correct?**

19 A. They do or we do.

20 **Q. Would you please turn to district exhibit 2, which for**
 21 **purposes of identifying it, is the charter**
 22 **application. And would you please look at page 42?**
 23 **And let me know when you are there and ready.**

24 A. I am there and I am ready.

25 **Q. Okay. Do you see the heading where it says goals and**

1 objections?

2 A. I do.

3 Q. And do you see down below that there's several
4 measures?

5 A. I do.

6 Q. Would you look at measure 11? What does that measure?

7 A. Percent of students that enrolled CAA prior to their
8 senior year as measured by credits attained that are
9 in the five-year adjusted cohort to either graduate or
10 re-enroll the following the year.

11 Q. And there was no analysis of that measure in the
12 transfer request before the district board on January
13 19, 2023, correct?

14 A. I would need to flip back to look at my transfer
15 report.

16 Q. Please do.

17 A. With respect to that one, we provided information for
18 measures 10 and 11. We opined that they do not have
19 clear -- clear measures of success benchmarks. Rather
20 they are indications of the number of students who
21 could be in each cohort. Additionally, the measure of
22 students is by the number of credits earned prior to
23 their enrollment based upon a review of report card
24 data and analysis of enrollment data. The district
25 found that for the 2021-22, 19 students graduated out

1 of a cohort of 215. Of those 19, three enrolled prior
2 to their senior year. For the 20-21 school year, 18
3 students graduated out of a cohort of 178 with three
4 students enrolling prior to their senior year.

5 Q. Mr. Payne, I have a request for the court reporter's
6 benefit. Could you slow down --

7 A. I'm sorry.

8 Q. -- just a little bit?

9 A. I apologize. Yeah, so we did provide -- we did
10 provide a review of measure 11 in our transfer report.

11 Q. So if I wanted to look at the transfer request report
12 and see how many students at CAA graduated with their
13 5 year cohort or returned the following year, can you
14 point me to that number in the transfer request
15 report?

16 A. No. I don't believe that information was included in
17 my transfer report.

18 Q. Okay. Will you please flip back to the charter and
19 the measures we were looking at before? And, again,
20 that's district exhibit 2, which is the charter
21 application of CAA. And I think we were on page 43.
22 And will you let me know when you're there?

23 A. I'm there.

24 Q. Will you please take a look at measure ten and let me
25 know what that measure is.

1 A. Percent of students that are enrolled in CAA prior to
 2 their senior year that are in the four year adjusted
 3 cohort to either graduate or re-enroll the following
 4 year.

5 **Q. And would you agree, Mr. Payne, that there is no**
 6 **analysis of that measure in the transfer request**
 7 **report for the district board on January 19, 2023?**

8 A. The students -- the State of Department of Education
 9 in publishing its graduation used the four year
 10 adjusted cohort to provide that information.

11 **Q. Mr. Payne, I believe my question was would you agree**
 12 **with me that there is no analysis of that measure in**
 13 **the transfer request report before the district board**
 14 **on January 19, 2023?**

15 A. Again, just what I stated earlier they don't have
 16 clear measures of success. They're just
 17 representations of numbers who could be in there.

18 **Q. If I wanted to look at a transfer request report that**
 19 **was before the board on January 19, 2023, and see how**
 20 **many students either graduated with their four year**
 21 **cohort or returned to CAA the following year, could I**
 22 **look at and tell how many students there were?**

23 A. We had difficulty in determining that information so
 24 that would not be readily available through the
 25 report.

1 Q. Does the district sponsor any alternative education
 2 campuses in South Carolina with the same purpose as
 3 CAA?

4 A. We have several alternative education campuses. I
 5 can't say their mission are exactly the same but we
 6 have several that are contemplated as AECs as outlined
 7 in 59-40-111.

8 Q. What schools are those?

9 A. I believe those to be Learn for Life and Lowcountry
 10 Acceleration Academy.

11 Q. Would you agree that in the transfer request report
 12 for the district board on January 19, 2023, was no
 13 comparison of CAA's performance and the performance of
 14 those schools?

15 A. That is correct. We did not include that information
 16 in the report.

17 Q. And would you agree with me that the transfer request
 18 report before the board on January 19, 2023, there was
 19 no comparison of CAA's performance with the
 20 performance of other schools in other states that are
 21 AECs and that have the same model of serving dropout
 22 students?

23 A. That is correct.

24 Q. There are many different types of AECs around the
 25 state and country, is that correct, Mr. Payne?

1 A. That is correct.

2 Q. Some serve high school students and some don't, is
3 that correct?

4 A. That is correct.

5 Q. Some focus on serving dropout students and some don't,
6 is that correct?

7 A. That is correct.

8 Q. And neither you nor Superintendent Neeley made any
9 recommendation to revoke CAA's charter on January 19,
10 2023, is that correct?

11 A. That was not within my purview, no, sir.

12 Q. I'd like to ask the witness about some Facebook post
13 that I'm going to hand to him.

14 MR. NORTON: I believe we've stated on objection to
15 this exhibit but subject to foundation -- if he
16 lays a foundation, then -- you know, I wouldn't
17 mind him showing the witness to try to lay a
18 foundation.

19 MR. TURNER: May I approach?

20 CHAIRMAN PAYNE: Proceed.

21 Q. Have you had an opportunity to look at these exhibits,
22 Mr. Payne?

23 A. I have glanced at them, yes.

24 Q. And generally speaking, what do you understand these
25 exhibits to be?

1 A. To be quite frank, Mr. Turner, I'm not sure what I'm
2 looking at.

3 Q. Do they appear to be social media posts?

4 A. They appear to be social media posts.

5 Q. Have you seen these social media posts before?

6 A. I have not.

7 Q. These poster's name is John Payne listed on this, is
8 that correct.

9 A. It is listed as John Payne.

10 Q. Are these your Facebook posts?

11 A. They are not.

12 Q. Do you know who's Facebook posts they are?

13 A. I cannot make out the picture so I do not know whose
14 John Payne this is.

15 Q. Okay. No more questions about this and may I re-
16 approach the witness?

17 CHAIRMAN PAYNE: Yes.

18 Q. Mr. Payne, do you know who Joey Wise and David
19 Sundstrom are?

20 A. I can't recall those names right off the top of my
21 head, no.

22 Q. Do you recall ever having any conversations or any
23 written communications with anybody named Joey Wise or
24 David Sundstrom?

25 A. I don't recall.

1 Q. Okay. Do you know who Acceleration Academies is?

2 A. I believe that they are an education management
3 organization.

4 Q. Are they a public or a private entity?

5 A. That I do not know right off the top of my head.

6 Q. Are they a for profit or non-profit entity?

7 A. That I don't recall right off the top of my head.

8 Q. Does the district sponsor any schools that work with
9 Acceleration Academies?

10 A. Yes, sir.

11 Q. Which schools are those?

12 A. LowCountry Acceleration Academy and Carolina Shores
13 Acceleration Academy which was just approved by the
14 board.

15 Q. Okay. Where is LowCountry Acceleration Academy
16 located?

17 A. In Charleston County, I believe.

18 Q. And where is Carolina Shores located?

19 A. In Horry County, I believe.

20 Q. Have you ever heard of a company named Education
21 Research and Development Institute, ERDI, for short?

22 A. It sounds familiar, but I don't recall any details
23 about it.

24 Q. What about a company named Atlantic Research Partners?

25 A. No, sir.

1 Q. If CAA's charter is not revoked, would you be willing
 2 to continue working with CAA in the capacity as deputy
 3 superintendent of the district?

4 A. I will.

5 Q. Thank you.

6 MR. TURNER: No more questions.

7 CHAIRMAN PAYNE: Mr. Norton?

8 MR. NORTON: I don't have any follow-up, but if the
 9 Board has questions.

10 CHAIRMAN PAYNE: Any questions for Mr. Payne? We have
 11 none.

12 MR. NORTON: I have one more witness. I have one more
 13 witness. It's Mr. Thom. I expect him to be
 14 relatively short if you want to take a quick
 15 break.

16 CHAIRMAN PAYNE: Let's take a quick five minute break.
 17 We'll return at 12:45.

18 (Off the record)

19 CHAIRMAN PAYNE: We'll come back into session. Mr.
 20 Norton, you may proceed.

21 MR. NORTON: Thank you, Mr. Chair. Madame Court
 22 Reporter, I'm getting ready to call Michael Thom
 23 to the witness stand. I'd ask the court reporter
 24 to swear him in, please.

25 WHEREUPON:

1 MICHAEL THOM, being duly sworn and cautioned
 2 to speak the truth, the whole truth and nothing
 3 but the truth, testifies as follows:

4 DIRECT EXAMINATION

5 MR. NORTON:

6 **Q. Thank you, Mr. Thom. Can you state your name for the**
 7 **record please?**

8 A. Michael Thom.

9 **Q. Can you tell us your position with the district?**

10 A. I'm the CFO here at the South Carolina Public Charter
 11 School District.

12 **Q. As part of your job responsibilities, do you review**
 13 **financial information from schools?**

14 A. I do.

15 **Q. Have you received financial information from CAA**
 16 **within the last few months?**

17 A. Briefly some bank statements or some screen shots but
 18 not a financial report.

19 (DISTRICT EXHIBIT NO. 37 WAS
 20 INTRODUCED FOR THE RECORD (29
 21 pages) February Financials)

22 **Q. If you'll turn to tab 37 in your binder right there.**

23 CHAIRMAN PAYNE: Mr. Norton, just -- just to make sure
 24 we're clear, you've still got about 40 minutes
 25 left out of your 2 hours.

1 MR. NORTON: Thank you.

2 A. Yes, sir.

3 Q. Is this the financial information you're referring to
4 that you received from CAA?

5 A. Yes, sir, it is. A reconciliation report, accounts
6 payable report, and a vendor history report.

7 Q. And for what month -- reporting month was this
8 information?

9 A. February 28, 2023.

10 Q. Okay. Can you tell me just a -- I skipped over this
11 just a little bit. Can you tell me just a little bit
12 about how you got to the district? What did you do
13 before you got here?

14 A. Started working in finance in 1993. Banking in Aiken
15 County -- Aiken County, South Carolina. Moved on to
16 state government in 1995. Fifty percent of my time
17 was in state agencies and higher ed and about 50
18 percent of my time in the state department as well as
19 other school districts.

20 Q. How long have you worked in the area of education
21 finance?

22 A. Twenty-eight years.

23 Q. And how long do you have to go before you retire?

24 A. I'm smiling. Ninety days.

25 Q. Not -- I mean, be more precise.

1 A. I have a countdown on my phone. My phone is not here,
2 right.

3 Q. I'll withdraw the question. Turning back -- turning
4 back to tab 37, based on -- have you reviewed all of
5 the information in tab 37?

6 A. I have.

7 Q. Based on this information, do you know what CAA's fund
8 balance is today?

9 A. From the information I have here I cannot determine
10 what the fund balance is today.

11 Q. Do you know, approximately, what the fund balance is
12 from any source as of today?

13 A. The only thing I can determine is right around 3.4
14 million dollars at June 30th last year. So that's
15 all.

16 Q. Okay. Have you seen statements by CAA that states how
17 much money they have in fund balance?

18 A. I have not seen statements.

19 Q. Okay. Have you seen any statements from CAA that
20 indicates what they plan on doing with the money in
21 their fund balance?

22 A. I have not received statements or seen statements
23 related to that.

24 Q. Have you heard CAA say or seen anything that indicates
25 that they are going to use the money in the fund

1 **balance to build a facility?**

2 A. I have not seen that.

3 **Q. You don't know if it exists or doesn't exist? You**
4 **just haven't seen it.**

5 A. That's correct. I have not.

6 **Q. Have you reviewed -- does CAA submit an annual budget**
7 **to the district?**

8 A. They're required to post an annual budget online.

9 **Q. Have you reviewed that annual budget?**

10 A. I have.

11 **Q. Does that annual budget have money set aside for**
12 **capital expenditures?**

13 A. The current annual budget is posted with revenue about
14 5.2 million dollars and expenditures of 4.4 million
15 dollars. That's posted on their website.

16 **Q. And so how much cash on hand did CAA have in February**
17 **-- as of this February reporting period,**
18 **approximately?**

19 A. It's, approximately, two million something and there's
20 another account with \$500,000 in it, I believe. But
21 between those two statements.

22 **Q. So somewhere between three and four million, is that**
23 **fair?**

24 A. That's fair.

25 **Q. Okay. Can you tell me where CAA has those funds on**

1 **deposit?**

2 A. It looks like they have a Wells Fargo account. They
3 have an investment account. One second. Investment
4 account with the Bank of South Carolina 501,601.
5 Another account with it looks like Pinnacle Bank in
6 Nashville, Tennessee 2.7 million dollars.

7 **Q. Is there a reason why they would have the money spread**
8 **across the three accounts?**

9 A. No reason stated.

10 **Q. Okay. The -- if you look -- if you look from the**
11 **beginning of tab 37 over, approximately, let's see,**
12 **three pages, you can see a Wells -- you'll see a Wells**
13 **Fargo statement. You see that?**

14 A. Yes, sir.

15 **Q. Where is that statement sent?**

16 A. P. O. Box 1191 Isle of Palms, South Carolina 29451-
17 1191.

18 **Q. Does the school have a campus on the Isle of Palms?**

19 A. No, sir, not that I'm aware of.

20 **Q. Do you know why it has a -- it's statement sent to a**
21 **P.O. Box on the Isle of Palms?**

22 A. No, sir, I do not.

23 **Q. Do you have any understanding of who owns or controls**
24 **that P. O. Box on the Isle of Palms?**

25 A. My understanding is from a screen shot it's board

1 chair, Nadine Deif who controls that.

2 (DISTRICT EXHIBIT NO. 39 WAS
3 INTRODUCED FOR THE RECORD (3
4 pages) Screenshots)

5 **Q. And so if you flip over to tab 39. Are these the**
6 **screen shots you're referring to?**

7 A. Yes, sir.

8 **Q. What are -- what do these screen shots show?**

9 A. To me this shows mobile banking. Good afternoon,
10 Nadine. Customer since 1998 and it shows the business
11 the business checking account.

12 **Q. So it shows that Ms. Deif is -- has access to the**
13 **Charleston Academy account on her mobile phone?**

14 A. It appears so, yes, sir.

15 **Q. Okay. What is the button at the bottom say in the**
16 **middle?**

17 A. Accounts, deposit, pay/transfer, and explore.

18 **Q. What does the pay and transfer button do?**

19 A. The pay and transfer moves money from accounts.

20 **Q. So that button can move money from one account to**
21 **another account?**

22 A. Yes, sir.

23 **Q. Can it move money from this account to accounts**
24 **outside of Wells Fargo bank?**

25 A. Yes, sir.

1 Q. How much money is it showing is the available balance
2 on the first screen shot that we see?

3 A. The business checking with the last four digits 2499
4 show 288,474.58.

5 Q. And if you flip the page over, do you see a similar
6 screen shot for the Pinnacle account?

7 A. Yes, sir. 3,429,883.14 as of March 23, 2023.

8 Q. And you see a transfer button there at the bottom?

9 A. Yes, sir.

10 Q. Can you flip back, if you don't, mind -- sorry to make
11 you go back and forth but if you'll go back to tab 38.

12 (DISTRICT EXHIBIT NO. 38 WAS
13 INTRODUCED FOR THE RECORD (1
14 pages) Per Pupil Spending)

15 A. Yes, sir.

16 Q. Do you recognize this spreadsheet?

17 A. Yes, sir, I do.

18 Q. Can you tell me what it is?

19 A. Actually, I developed this spreadsheet when I was at
20 the State Department of Education. Probably '19 --
21 2019, I believe. Every Student Succeeds Act came out
22 where the per pupil spending had to be placed on a
23 report card. So I developed this spreadsheet for all
24 school districts, or all schools, across South
25 Carolina to report this information and then post it

1 on the school report cards.

2 **Q. So the school provides the input?**

3 A. The school provides the input. We provide the ADM and
4 we actually run the numbers off of the audited
5 financial statements from the schools.

6 **Q. How many school districts across the state use this
7 spreadsheet?**

8 A. Every school district has to use this spreadsheet.

9 **Q. According to whom?**

10 A. According to the State Department and federal rules.

11 **Q. Okay. And what does this -- is this the spreadsheet
12 for the district for this year -- for this current
13 year?**

14 A. For June 30, 2022.

15 **Q. Okay. Is this the final version of it?**

16 A. It's not the final version. We were missing some
17 schools there and you'll notice some numbers that look
18 very small and similar. But since, these may have
19 been updated.

20 **Q. Okay. Have you reviewed the updated numbers?**

21 A. Yes, I have.

22 **Q. Okay. What does -- taking into account the updated
23 numbers, what does this spreadsheet show regarding
24 CAA?**

25 A. Regarding CAA, the average per pupil spending for

1 state and local for June 30, 2022, is 6,750.10.

2 **Q. How does that compare to other schools in the**
 3 **district?**

4 A. This is the lowest in our school district portfolio.

5 **Q. What time period does this time period cover?**

6 A. June 30, 2022.

7 MR. NORTON: Thank you, Mr. Thom. Answer any question
 8 that Mr. Turner may have.

9 CROSS-EXAMINATION

10 MR. TURNER:

11 **Q. Good afternoon, Mr. Thom. How are you?**

12 A. Good afternoon, sir. How are you?

13 **Q. I'm well. If you'll take another look at district**
 14 **exhibit 39. In this spreadsheet, there are several**
 15 **schools who's total average per pupil expenditure is**
 16 **listed as \$220.51, is that correct?**

17 A. That's correct.

18 **Q. Is that information accurate?**

19 A. No, it's not. It's been updated since then.

20 **Q. Okay. I see that Butler Academy is listed as having**
 21 **per pupil expenditures of \$23,041.32.**

22 A. Correct.

23 **Q. Is that information correct?**

24 A. It is correct.

25 **Q. Butler Academy receives \$23,000 in per pupil revenue?**

1 A. They do not. You're confusing the report. This is an
 2 expenditures per pupil, not receiving. This expense
 3 for, not receives.

4 Q. I understand. Are you telling me that Butler Academy
 5 expends more money per pupil than they receive?

6 A. Butler Academy expends \$23,041.32 per pupil average,
 7 based on this ESSA report.

8 Q. Do you know what Butler Academy's per pupil revenue
 9 is?

10 A. I don't have it here.

11 Q. How many schools have -- in South Carolina charter
 12 schools sponsored by the district have over \$20,000 in
 13 per pupil revenue?

14 A. I'm not aware of that.

15 Q. What about the other numbers on this report? How many
 16 say that the school has \$220 in per pupil
 17 expenditures?

18 A. You want me to count them up real quick?

19 Q. Yes, please.

20 A. It looks like eight.

21 Q. And you said those eight are all inaccurate?

22 A. They have been updated since.

23 Q. Okay. What about in this report? Are there other
 24 numbers that are inaccurate?

25 A. No, sir.

1 (CAA EXHIBIT NO. 18 WAS INTRODUCED
2 FOR THE RECORD (1 pages) Letter,
3 Ken Martin, 4/20/23)

4 Q. If you will turn, Mr. Thom, to CAA's exhibit 18.

5 A. Is that in --

6 Q. Which is in volume one of CAA's exhibits.

7 A. Okay, there.

8 CHAIRMAN PAYNE: What's the tab again?

9 MR. TURNER: It's CAA exhibit 18.

10 CHAIRMAN PAYNE: Okay, thank you.

11 Q. Mr. Thom, you and Mr. Norton discussed a few concerns
12 related to a P.O. Box, is that correct?

13 A. Mr. Norton asked me a question about a P.O. Box, yes,
14 sir.

15 Q. And neither your nor the district has ever made any
16 allegation that Ms. Nadine Deif nor that anybody else
17 at CAA has ever misappropriated public funds, correct?

18 A. I have never made that indication.

19 Q. And you are not aware of anybody else from the
20 district making it?

21 A. No, I have not.

22 Q. Okay. Have you seen this letter, exhibit 18, before
23 today?

24 A. Yes, I have.

25 Q. Okay. Who is Martin and Smith?

1 A. Martin and Smith is the auditor that does the CAA
2 financial statement and audit.

3 Q. Did Martin and Smith address the concerns that you
4 discussed a minute ago with Mr. Norton?

5 A. Yes, he did.

6 Q. And did they determine that those concerns were
7 unfounded?

8 A. In this letter, they determined that, yes.

9 Q. And those concerns were presented only after the
10 district voted to revoke CAA's charter, correct?

11 A. I believe so.

12 Q. Do you know how long that P.O. Box has been used?

13 A. I do not know.

14 Q. And those concerns were presented only after the
15 district filed a petition in the administrative law
16 court, correct?

17 A. I believe so.

18 Q. Mr. Thom, if you will please turn to district exhibit
19 10 which is the transfer request report. And take
20 your time but just let me know when you get to it.

21 A. Transfer request report, right?

22 Q. That's correct.

23 A. Yep. Yes, sir.

24 Q. And this was the report that was before the board on
25 January 19, 2023?

1 A. Yes, I believe.

2 Q. If you'll please turn to page two of that report.

3 A. Okay.

4 Q. And you see where the section that's entitled annual
5 report?

6 A. Yes, sir.

7 Q. If you'll review that section and then let me know
8 when you're ready.

9 A. I'm ready.

10 Q. Okay. The transfer request report states that CAA met
11 the minimum sustainable fund balance and industry
12 standard cash on hand requirements, correct?

13 A. Correct.

14 Q. If you'll turn to page ten of the transfer request
15 report, please.

16 A. Okay.

17 Q. And you see the heading that's labeled financial?

18 A. Yes, sir.

19 Q. And see the chart up top on the following page?

20 A. Yes, sir.

21 Q. That transfer request report states that CAA shows a
22 cash balance and a fund balance of over three million
23 dollars as of June 30, 2022, correct?

24 A. Correct.

25 Q. And the transfer request report does not contain any

1 information about how CAA intends to use that money,
2 is that correct?

3 A. Correct.

4 Q. Okay. If you will please turn to CAA exhibit 8.

5 A. Is that the letter dated August 2, 2022?

6 Q. It is. Can you please review this letter and let me
7 know when you're ready for your next question.

8 A. Okay.

9 Q. This is CAA's response to Superintendent Neeley's most
10 recent annual evaluation of CAA, correct

11 A. Correct.

12 Q. And this response was omitted from the transfer
13 request report before the board on January 19th,
14 correct?

15 A. I'm not aware of that. I'm not sure.

16 Q. Please read the first paragraph on the second page and
17 let me know when you're ready to be asked questions.

18 A. Okay, ready.

19 Q. Okay. CAA informs Superintendent Neeley on August 22,
20 2022, that CAA was saving for the development of a
21 permanent school facility to serve its students,
22 correct?

23 A. It's stated in the letter.

24 Q. Do you know if Superintendent Neeley or anyone in the
25 district responded to this letter or asked CAA any

1 **questions about their plans to save for a facility?**

2 A. I am not aware.

3 **Q. How much money does the district expect to have in**
 4 **it's fund balance as of June 30, 2023?**

5 A. I'm not sure. Our latest projection was right around
 6 1.8 million dollars.

7 **Q. If I told that -- is it Mr. Michael that works with**
 8 **you?**

9 A. Yes, sir.

10 **Q. If I told you that Mr. Michael publicly announced at**
 11 **the district's board meeting on April 20, 2023, that**
 12 **the district is projecting to have a fund balance of**
 13 **over 2.1 million dollars as of June 30, 2023, would**
 14 **you have any reason to dispute that?**

15 A. Those are projected numbers. I wouldn't have any
 16 reason to dispute.

17 **Q. Is the district currently saving money to expand it's**
 18 **facility space?**

19 A. We don't a capital project need right now. Planning
 20 fund. Spending money.

21 **Q. Does the district sponsor charter schools that borrow**
 22 **money to develop facilities?**

23 A. I'm not aware of that. Not to my knowledge.

24 **Q. You're not aware of any charter schools borrowing**
 25 **money to develop school facilities?**

1 A. I don't have that information readily available to me.

2 **Q. What is your understanding of how charter schools get**
3 **money to build facilities?**

4 A. Some charter schools develop debt and some fund-raise.
5 There are different ways that charter schools can get
6 facilities.

7 **Q. Have you heard of charter schools going through**
8 **conduit issuers to do bond issuances to get funding to**
9 **build facilities?**

10 A. I've heard some schools starting to do that, yeah.
11 I'm not aware of who. You know, which individual
12 schools yet.

13 **Q. Have you heard generally about schools borrowing from**
14 **the USDA's Rural Development program to get funding to**
15 **build school facilities?**

16 A. I believe we've had some schools that have done that
17 but I'm not sure who -- which schools have done it.

18 **Q. Have you heard about schools borrowing from private**
19 **developers to get funding to build school facilities?**

20 A. I'm not aware of that.

21 **Q. Are you familiar with any charter schools that**
22 **borrowed over five million dollars to build school**
23 **facilities?**

24 A. I'm not aware of that.

25 **Q. Of over ten million dollar?**

1 A. I'm not aware of that.

2 Q. Over 15 million dollars?

3 A. I'm not aware of that.

4 Q. Over 25 million dollars?

5 A. I'm not aware of that.

6 Q. What about Bridges Preparatory Academy? Do you know
7 how much they borrowed to build their school
8 facilities?

9 A. I don't have that information available to me.

10 Q. When a charter school borrows money to build school
11 facilities, does it typically have to pay it back with
12 interest?

13 A. Most do, yes, I believe. It depends on each
14 arrangement.

15 Q. Do you know if interest rates are relatively high or
16 relatively low right now?

17 A. I'm sure they're high right now.

18 Q. And you would agree that a charter school's monthly
19 facility payments can also be used to pay teachers or
20 advocates or buy curriculum?

21 A. I'm not aware of that.

22 Q. What's the most expensive geographical market in South
23 Carolina to develop school facilities -- charter
24 school facilities?

25 A. I have not done the research on that, sir.

1 Q. Are you aware of any charter school market in South
 2 Carolina that's more expensive than the Charleston
 3 area to build facilities?

4 A. I'm not aware. I don't have that information.

5 Q. Why was CAA's letter dated August 22, 2022, explaining
 6 that CAA was saving money to develop permanent school
 7 facilities for its students omitted from the transfer
 8 request report before the board on January 19, 2023?

9 A. I do not know.

10 MR. TURNER: I'd ask Mr. Chairman for just a moment.

11 I would like to play a video. And it is CAA
 12 exhibit 10. And I would like to play beginning at
 13 2 hours 5 minutes and 27 seconds. And if anybody
 14 needs me to say that again please free to ask.

15 VIDEOGRAPHER: This is 2 hours 5 minutes and 22
 16 seconds?

17 MR. TURNER: Two hours 5 minutes 27 seconds. But if
 18 you said 22 seconds that's fine. We can -- I
 19 think we can all have patience for 5 seconds.

20 (CAA EXHIBIT NO. 10 WAS INTRODUCED
 21 IN THE RECORD (0 pages) video)

22 (Video plays)

23 MR. TURNER: Thank you. You can stop the video.

24 Q. Mr. Thom, did you hear Chairman Payne say during a
 25 discussion about revoking CAA's charter that no one's

1 ever told him what CAA was saving money for?

2 A. Yes, sir, that's what I just heard.

3 Q. Okay. CAA's most -- CAA's written response to the
4 district's most recent annual evaluation of CAA
5 answers that question, doesn't it?

6 A. It states in the letter of August 22nd.

7 Q. But the district omitted that information from the
8 transfer request report before the board on January
9 19, 2023, isn't that correct?

10 A. I believe that was stated earlier.

11 Q. Who's job would it have been to convey that
12 information to the district board?

13 A. I'm not aware of who's job it would be.

14 Q. That information wasn't conveyed to the district board
15 and the district board moved to revoke CAA's basis on
16 that basis, correct?

17 A. I'm not aware of that. I don't know.

18 Q. Please turn to page 2 of the exhibit 10 -- district's
19 exhibit 10 which was the transfer request report.

20 A. Okay. You said ten, right?

21 Q. That's correct.

22 A. Page two?

23 Q. Yes, sir.

24 A. Okay.

25 Q. Please read the paragraph that says annual report and

1 let me know when you're ready.

2 A. Okay.

3 Q. Do you see where the transfer request report before
4 the district board on January 19, 2023, stated that
5 CAA did not meet the submission of the timely audit
6 requirement?

7 A. Yes.

8 Q. Do you see any additional information in the transfer
9 request report related to the timing of submission of
10 CAA's audit?

11 A. Just related to it did not meet the submission of
12 timely audit, yes.

13 Q. Would you please turn back to CAA exhibit 8?

14 A. August 22, 2022, letter?

15 Q. Yes, sir.

16 A. Okay.

17 Q. Will you please read the last paragraph on the first
18 page and let me know when you're ready for me to ask
19 questions?

20 A. Okay.

21 Q. And this letter address the timely submission of CAA's
22 audit, correct?

23 A. Correct.

24 Q. And CAA's audit was submitted eight days late,
25 correct?

1 A. Correct.

2 **Q. Why was it late according to this letter?**

3 A. You want me to read the letter or --

4 **Q. Sure.**

5 A. Okay. CAA's -- I'm starting with the part that's
6 after it's eight days late. The CAA's board chair
7 father passed way in Egypt -- passed away in Egypt on
8 October 28, 2021, and the chair made arrangements and
9 traveled to Egypt until November 9, 2021. Martin S.
10 Smith completed the CAA's final FY21 audit on October
11 29, 2021, the day after the chair's father passed
12 away. CAA's board chair did not have an opportunity
13 to review and submit the audit to the charter school
14 district until November 9, 2021, once she returned
15 from Egypt. While we apologize for any inconvenience
16 the charter school district may have experienced in
17 connection with CAA's final FY21 audit being submitted
18 eight days late, we hope you would forgive CAA under
19 the circumstances.

20 **Q. CAA apologized for the audit being eight days late due
21 to the death of the board chair's father, correct?**

22 A. Correct.

23 **Q. So it appears the district denied forgiving the CAA
24 board chair in the transfer request report before the
25 district board on January 19, 2023, correct?**

1 A. As stated, yes again.

2 Q. Are you familiar with the firm Prestige School
3 Solutions?

4 A. Yes, sir.

5 Q. Are you familiar with Mr. David Faunce?

6 A. Yes.

7 Q. Do you know if Mr. Faunce is a certified public
8 accountant?

9 A. I believe so. I'm not sure but I believe so.

10 Q. And are you aware that Mr. Faunce and Prestige School
11 Solutions have managed CAA's finances for several
12 years?

13 A. I believe so, yes.

14 Q. Okay. And Prestige School Solutions provides
15 financial management services for many schools
16 sponsored by the South Carolina Public Charter School
17 District, correct?

18 A. I believe so, yes.

19 Q. Are Mr. Faunce and Prestige School Solutions qualified
20 to manage charter schools' finances?

21 A. I would say so, yes.

22 Q. Okay. Are you aware that Prestige prepares monthly
23 financial statements for CAA?

24 A. Yes.

25 Q. Are you aware that Prestige has access to view CAA's

1 bank accounts?

2 A. Yes.

3 Q. Are you aware that Prestige reconciles CAA's bank
4 accounts on a monthly basis?

5 A. Yes.

6 Q. Are you aware that Prestige prepares monthly financial
7 reports for the CAA board to review?

8 A. Yes.

9 Q. Do you attend any CAA board monthly meetings?

10 A. No.

11 Q. Have you observed how the CAA board reviews
12 information and manages finances at its board
13 meetings?

14 A. No.

15 Q. CAA's finances are subject to an annual audit by a
16 qualified independent CPA audit firm, correct

17 A. Correct. Correct, yes.

18 Q. CAA's required to submit its audit to the district,
19 correct?

20 A. Correct.

21 Q. And CAA does submit its audits to the district,
22 correct?

23 A. Correct.

24 (CAA EXHIBIT NO. 14 IS INTRODUCED
25 INTO THE RECORDR IDENTIFICATION

1 PURPOSES (46 pages) FY22 Annual
 2 Audit)

3 Q. If you would please turn to CAA exhibit 14.

4 A. Okay.

5 Q. This is CAA's audit for fiscal year 2022, correct.

6 A. Correct.

7 Q. This is the most recent audit of CAA's finances,
 8 correct?

9 A. Correct.

10 Q. And Martin and Smith performed this audit?

11 A. Yes, sir.

12 Q. And Martin and Smith conducts audits for many schools
 13 sponsored by the South Carolina Public Charter School
 14 District, correct?

15 A. Yes, sir.

16 Q. And Martin Smith is a qualified independent CPA audit
 17 firm, correct?

18 A. Yes, sir. Yes, sir.

19 Q. Please turn to page 39.

20 A. Okay.

21 Q. Please review section one summary of auditor results
 22 and let me know when you're ready for me to ask
 23 questions.

24 A. I'm ready.

25 Q. Did Martin and Smith, as a qualified independent CPA

1 audit firm issue an unmodified opinion on CAA's
2 finances in CAA's most recent annual audit?

3 A. Yes.

4 Q. Did Martin and Smith identify any materially witnesses
5 with CAA's finances?

6 A. No.

7 Q. Did Martin and Smith identify any significant
8 weaknesses with CAA's finances that are not material?

9 A. No.

10 Q. Did Martin and Smith identify any noncompliance
11 material in CAA's financial statements?

12 A. No, sir.

13 Q. CAA received a clean audit summary, correct.

14 A. Yes, sir.

15 Q. Please look at the custodial credit risk at the bottom
16 of page 39.

17 A. Okay.

18 Q. Please review the cause and effect recommendation
19 response paragraphs. Take your time. Just let me
20 know when you're ready for me to ask questions.

21 A. Ready.

22 Q. CAA's auditor recommended that CAA open additional
23 bank accounts to collateralize CAA's funds, correct?

24 A. Correct.

25 Q. CAA submitted a copy of this audit to the district,

1 correct?

2 A. Correct.

3 Q. The audit is a public document, correct?

4 A. Correct.

5 Q. And CAA opened additional bank accounts in and around
6 January 2023, correct?

7 A. I believe so. I'm not sure of the exact date of that
8 but yeah.

9 Q. And CAA did so on the recommendation of its auditor,
10 correct?

11 A. Correct.

12 Q. CAA did so with the knowledge of Prestige School
13 Solutions, correct?

14 A. I believe so. I can't state to that, though.

15 Q. Have you ever personally criticized CAA for opening
16 additional banks accounts in January 2023 to comply
17 with the auditor's recommendation?

18 A. No, I haven't.

19 Q. You're the Deputy Superintendent of Finance and
20 Operations for the district, correct?

21 A. Correct.

22 Q. Do you know why CAA's opening of additional bank
23 accounts to collateralize funds would have been
24 characterize as a negative in a petition the district
25 recently filed with Administrative Law Court?

1 A. No, I do not.

2 Q. You have a general understanding of how charter school
3 funding works?

4 A. Yes, I do.

5 Q. Is CAA's revenue based on the number of students it
6 has and the characteristics of those students?

7 A. State that again now.

8 Q. Sure. Is CAA's revenue based on the number of
9 students it has and the characteristics of those
10 students?

11 A. The funding formula doesn't speak to characteristics.
12 It speaks to weightings but not to characteristics.

13 Q. And you would agree that the number of students a
14 school has increases it's revenue?

15 A. Yes.

16 Q. And the weightings increase the revenue as well?

17 A. Correct.

18 Q. All right. Is that the same for all charter schools
19 sponsored by the district?

20 A. Correct.

21 Q. Each charter school's revenue is based on the number
22 of students it has and the weightings for the types of
23 students it has?

24 A. Yes, sir, correct.

25 Q. Approximately, how much annual revenue does CAA

1 receive on average per student?

2 A. I don't have that number in front me but if you -- you
3 -- the revenue budget's 5.5 million so you can --

4 Q. If I told you it's, approximately, \$12,000 a student,
5 would you have any reason to dispute that?

6 A. I would have to look or make the calculation myself.

7 Q. Do you know how many students CAA serves?

8 A. I don't have the weighted pupil unit off hand right
9 now.

10 Q. If I told you it was approximately 400 students, would
11 you have any reason to dispute that?

12 A. No.

13 Q. Help me do the math. If CAA has, approximately, 400
14 students who receives, approximately, 12,000 students
15 per year, what CAA's annual revenue be, approximately?

16 A. I don't do approximate. I don't have my phone either.

17 Q. That's fair. I think you just said you thought their
18 number was -- what did you say? Five --

19 A. Their revenue's 5.2 million dollars, I believe.
20 Posted on their website.

21 Q. 5.2 million.

22 A. Yeah.

23 Q. Okay.

24 A. That's state, local, federal. That's all together,
25 yeah, I believe.

1 Q. Understood. CAA's charter contract and all charter
2 contracts are ten years in length, correct?

3 A. Correct.

4 Q. Okay. And if we wanted to calculate CAA's revenue
5 over the length of the 10 year charter, at 5.2 million
6 dollars annually, what would that be over 10 years?

7 A. I wouldn't calculate it over ten years. You mean
8 going forward or coming from behind, you mean?

9 Q. Going forward.

10 A. That's a projection the school would have to do and
11 give based on projections.

12 Q. If -- let me ask the question this way. If their
13 revenue were 5.2 million dollars per year and they
14 sustained that revenue for ten years, how much revenue
15 would that be over the course of 10 years?

16 A. Fifty million dollars, I guess, yeah. Just off-hand.

17 Q. Okay. You would agree that's a lot of money.

18 A. I deal with money -- different levels of money so I
19 can't state to what is a large amount of money.

20 Q. CAA's a public school, correct?

21 A. Yes.

22 Q. It's required to use it's revenue for public purposes,
23 correct?

24 A. Correct.

25 Q. CAA's financial documents are public documents,

1 correct?

2 A. Correct.

3 Q. CAA's finances are subject to an annual audit by an
4 independent qualified auditor, correct.

5 A. Correct, as previously stated.

6 Q. CAA submits it's audits to the district, correct?

7 A. Correct, as previously stated.

8 Q. What is an educational management organization?

9 A. I believe it's a company that helps the school --
10 charter school run.

11 Q. Have you heard educational management organizations
12 called EMOs?

13 A. Yes.

14 Q. If I refer to an EMO, you'll know what I'm referring
15 to?

16 A. Yeah.

17 Q. Does the district have a contractual relationship with
18 any EMOs?

19 A. Not that I know of.

20 Q. Does this district sponsor charter schools that
21 contract with EMOs?

22 A. I believe so.

23 Q. Does the district review the terms of the contracts
24 between a charter school and an EMO when considering
25 and approving a charter's school application?

1 A. I'm not aware of that. I'm not sure. Not off site.
2 I'm not sure of.

3 Q. Okay. Are EMOs public or private entities?

4 A. I don't know.

5 Q. Are they non-profit or for profit entities?

6 A. I don't know.

7 Q. And charter schools that work with an EMO, pay the EMO
8 for their services?

9 A. I believe they do.

10 Q. What do those payment arrangements typically look
11 like?

12 A. I think it depends on each charter school what's the
13 arrangement. They're all different, I believe. I'm
14 not sure.

15 Q. Okay. Do -- do some EMOs charge charter schools a
16 percentage of the school's revenue?

17 A. I believe so.

18 Q. And do you know what the range would be as far as
19 percentage or revenue charged?

20 A. I haven't looked at that information.

21 Q. Okay. If I said 15 or 20 percent, do you know if that
22 would be typical or atypical?

23 A. Each one might different. I'm not sure which one it
24 would be. Which range it would be.

25 Q. Okay. As a gross payment amount, how many dollars

1 does a charter school typically pay an EMO each year?

2 A. I don't have that information.

3 Q. Okay. If the EMOs payment was based on a percentage
4 of revenue, would that -- would the gross dollars paid
5 to an EMO depend on the charter school's revenue?

6 A. I believe so.

7 Q. And you said a charter school's revenue depends on the
8 number of students a charter has and the weightings of
9 those students.

10 A. As well as other factors.

11 Q. Okay. And so the amount of money that a charter
12 school pays to an EMO could depend on the number of
13 students that charter school has and the weightings of
14 those students, correct?

15 A. Correct.

16 Q. As the number of students enrolled in the charter
17 school goes up, the amount of money that a charter
18 school pays to an EMO can go up, correct?

19 A. Correct.

20 Q. Do you know Joey Wise and David Sundstrom?

21 A. No.

22 Q. Have you ever spoken with them?

23 A. No.

24 Q. Have you ever communicated with them in writing?

25 A. No.

1 Q. To your knowledge, has any district board member or
 2 employee communicated with Joey Wise or David
 3 Sundstrom about CAA?

4 A. I don't know.

5 Q. Do you know of Acceleration Academies?

6 A. I've heard of it since I've been here.

7 Q. Do you know if it's an EMO?

8 A. I don't know.

9 Q. You've heard of Educational Research and Development
 10 Institute, ERDI?

11 A. No.

12 Q. You've heard of Atlantic Research Partners?

13 A. No.

14 (CAA EXHIBIT NO. 31 WAS INTRODUCED
 15 INTO THE RECORD (112 pages)
 16 AEA/LAA Charter Application)

17 Q. Mr. Thom, if you'll please flip to exhibit 31 -- CAA
 18 exhibit 31, which is in volume 2 of CAA's exhibits.

19 A. Thirty-one?

20 Q. Yes, please. Once you've had a chance to look at it,
 21 just let me know.

22 A. The application?

23 Q. Yes, sir.

24 A. Okay. The whole thing you want me to look at?

25 Q. I'll direct you to that. I just want --

1 A. Okay, I got you. All right, I'm here now. I'm good.

2 Q. This is a charter application for Acceleration
3 Education Academy, correct?

4 A. Yes, sir.

5 Q. And this school has since changed it's name to Low
6 Country Acceleration Academy, correct?

7 A. I believe so.

8 Q. If I use the term LAA to refer to this school, you'll
9 understand who I'm referring to, correct?

10 A. LAA?

11 Q. LAA.

12 A. I assume so, yes.

13 Q. Okay. And I just want to know if I -- if I say LAA,
14 you'll know that I'm talking about Low Country
15 Acceleration Academy, right?

16 A. Okay, all right.

17 Q. Are you able to tell from looking at this application
18 when it was submitted?

19 A. This is my first time looking at this report, I
20 believe. February 20th -- February 12, 2020. Is that
21 --

22 Q. Correct. You see that on page one?

23 A. Yes.

24 Q. And it was approved by the district in the spring of
25 2020, is that correct?

1 A. I am not aware. I'm not sure of the date on that.

2 Q. Please turn to page two. Do you see down at the
3 bottom of page two who the contact person is for LAA?

4 A. Page 2 of 112. Annie Mims, is that what you're
5 saying?

6 Q. Correct. Will you please turn to page three?

7 A. Okay.

8 Q. Do you see at the top of page three, Ms. Mims' title?

9 A. Yes.

10 Q. And what is it?

11 A. Founding Committee Chairperson.

12 Q. And Ms. Mims was the founding chair of the charter
13 committee and board of LAA, correct?

14 A. I am not aware of that.

15 Q. If she was, she would have been holding that position
16 as a public officer, correct?

17 A. I believe so.

18 Q. And she submitted this charter application on behalf
19 of LAA, correct?

20 A. I am not aware of that. Can't speak to that.

21 Q. Do you know if Ms. Mims still serves in her public
22 office as Founding Committee Chairperson?

23 A. I do not know that.

24 Q. Please look at the bottom of page three. What grade
25 levels is LAA proposed to serve?

1 A. Ninth through twelfth.

2 Q. Please turn to page six.

3 A. Okay.

4 Q. Please read the paragraph at the bottom of the page
5 and let me know when you're ready for my questions.

6 A. Okay.

7 Q. Is it your understanding that LAA intended to open a
8 charter school in North Charleston?

9 A. It's stated North Charleston.

10 Q. Does it state that it's going to be an alternative
11 education campus?

12 A. It stated that.

13 Q. Does it mention serving drop out students in grades
14 nine through twelve?

15 A. The high schools in these communities have drop off
16 rates. I don't know if it's -- it's just stating the
17 high drop out rates, I guess.

18 Q. Do you know if LAA does exactly what CAA does?

19 A. I don't know.

20 Q. Do you know how far CAA's campus is from LAA?

21 A. I do not know.

22 Q. Please turn to page one out of three.

23 A. Okay.

24 Q. What is this document?

25 A. This looks like student enrollment projection ten year

1 charter.

2 Q. Okay. Do you see the column for the '22-'23 school
3 year, which is the current school year?

4 A. '22-'23, yes.

5 Q. Okay. How many students does LAA project to have this
6 school year?

7 A. 125 times 4 grades.

8 Q. So how many total students is that?

9 A. I'm not -- I don't have my calculator with me.

10 Q. Okay. If I told you it was 500 students, would you
11 have any reason to disagree with that?

12 A. No.

13 Q. Okay. How many students does LAA currently serve?

14 A. I do not know. I don't have it with me.

15 Q. If I told you that their most recent state report card
16 stated that they were serving 170 students, would you
17 have any reason to disagree with that?

18 A. I don't know. I just don't have that information.

19 Q. Okay. Did LAA propose to work with an EMO in its
20 charter application?

21 A. I don't know that.

22 Q. Okay. Would you please turn to page 56?

23 MR. NORTON: Mr. Chair, we'll stipulate that the
24 charter says what it says. There's not reason
25 for Mr. Thom to do that on the stand. There are

1 no questions here except asking him to say what
 2 it says. He's already testified he's never read
 3 it -- the charter before. He's already testified
 4 he doesn't know about the operations of LAA. We
 5 can do this all day. And it's his time, but I'm
 6 just stating for the record, this is his time.
 7 So I'm going to object to him proceeding with
 8 this witness in this way. He's the wrong witness
 9 to ask these questions and I would ask that the
 10 chair direct him to move on. And certainly
 11 direct him to not complain at the end of the day
 12 if his time's out.

13 CHAIRMAN PAYNE: Are you close to done?

14 MR. TURNER: I am. I'm about to ask him about
 15 finances for this school.

16 CHAIRMAN PAYNE: Okay. I would prefer you ask him
 17 questions at which he has experience with.

18 MR. TURNER: Okay.

19 **Q. As the deputy superintendent of finance, do you work**
 20 **with charter schools in South Carolina related to**
 21 **their finances?**

22 A. Yes.

23 **Q. Okay. Will you take a look at the second paragraph on**
 24 **page 56 of this charter application?**

25 A. Okay.

1 Q. Is it your understanding that two percent of LAA's
2 revenue will go to the district?

3 A. Correct.

4 Q. Is it your understanding that 13 percent of LAA's
5 revenue will go to the LAA board?

6 A. Yes.

7 Q. Is it your understanding that 85 percent of LAA's
8 revenue will go to Acceleration Academies?

9 A. Yes.

10 Q. Okay. Do you know who district superintendent was at
11 the time this charter application was submitted?

12 A. I'm not sure.

13 Q. Okay. Do you know who the district's legal counsel
14 was at the time this charter application was
15 submitted?

16 A. I guess it was Mr. Norton.

17 Q. Based on LAA's charter application, if CAA's,
18 approximately, 400 students were to enroll at LAA on
19 July 1, 2023, would the funding follow those students
20 to LAA?

21 A. It depends on the funding formula and the projections
22 of all -- the weighted pupil for the entire state as
23 well.

24 Q. Okay. If they did -- if they went and enrolled -- I
25 think you said it was 5.2 million dollars a year that

1 CAA receives.

2 A. That was revenue, yes. Total revenue. Local, state,
3 and -- yeah, exactly.

4 Q. And you said that would be, approximately, 50 million
5 dollars over the length of the charter.

6 A. Over the next ten years, yes.

7 Q. Correct. Based on LAA's charter application, would
8 Acceleration Academies be entitled to 85 percent of
9 that 50 million dollars?

10 A. I can't make that calculation or determination from
11 this application.

12 Q. Would you agree with me, Mr. Thom, that based on LAA's
13 charter application, Acceleration Academies has an
14 significant financial interest in LAA enrolling more
15 students that are at-risk drop-out students in grades
16 9 through 12?

17 A. I can't speak to that.

18 Q. You never made a recommendation to revoke CAA's
19 charter, correct?

20 A. Excuse me? Say that again.

21 Q. You didn't make a recommendation to revoke CAA's
22 charter, correct?

23 A. No.

24 Q. Okay. No one from the staff did to the best of your
25 knowledge, correct.

1 A. To the best of my knowledge, no.

2 MR. TURNER: No more questions.

3 CHAIRMAN PAYNE: Mr. Norton?

4 REDIRECT EXAMINATION

5 MR. NORTON:

6 Q. Just one question, Mr. Thom. Do you know the scope of
7 services provided by Acceleration Academies to LAA?

8 A. I do not know that.

9 Q. Do you know what bills they pay for out of that 85
10 percent?

11 A. I do not know.

12 Q. Thank you.

13 MR. NORTON: No more questions.

14 CHAIRMAN PAYNE: Mr. Norton, do you have anymore
15 witnesses?

16 MR. NORTON: No, Mr. Chair, I don't have anymore
17 witnesses. I propose we take our working lunch
18 at this point.

19 CHAIRMAN PAYNE: Okay. We will move forward and Mr.
20 Turner will be able to proceed with his case.

21 MR. TURNER: Mr. Payne, just to clarify, are you
22 asking me to proceed?

23 CHAIRMAN PAYNE: Yes. We're going to have -- we're
24 going to have a working lunch. We're going to
25 keep going.

1 MR. TURNER: Thank you. Be glad too.

2 CHAIRMAN PAYNE: And if just for convenience, if -- if
3 everybody feels they need a break, just raise
4 your hand. We'll take a moment. If you want to
5 take just a few minutes for them to bring in the
6 food, I'll leave it up to you, Mr. Turner.

7 MR. TURNER: Just to clarify, are y'all planning to
8 eat in this room?

9 CHAIRMAN PAYNE: Yes.

10 MR. TURNER: And would it be okay for others to eat in
11 this room?

12 CHAIRMAN PAYNE: Yes, absolutely. You're welcome to,
13 yes.

14 MR. TURNER: Thank you.

15 CHAIRMAN PAYNE: Does anybody need a break before he
16 begins? Do we need to take a few minutes? Okay,
17 proceed, please.

18 MR. TURNER: Call Curtis Askew to the stand please.

19 WHEREUPON:

20 CURTIS ASKEW, being sworn and cautioned to
21 speak the truth, the whole truth and nothing but
22 the truth, testifies as follows:

23 DIRECT EXAMINATION

24 BY MR. TURNER:

25 Q. Good afternoon, Mr. Askew.

1 A. Good afternoon.

2 **Q. Would you please introduce yourself to this Board?**

3 A. Good afternoon members of the Board. My name is
4 Curtis Askew, and I am the president and principal of
5 DataNginе Consulting. DataNginе provides strategic
6 planning, data analytics and evaluation to
7 organizationS both for-profit, non-profit, secular and
8 non-secular.

9 **Q. Will you please tell the Board about your educational**
10 **background.**

11 A. I am a proud graduate of Northwestern University. For
12 those of you who want to know it's Evanston, but we
13 say Chicago since it's more broadly available to most
14 people's geographic reference. I have also attended
15 Northwestern as a graduate student in the Department
16 of Sociology under the supervision of Dr. Charles
17 Moskos, with supervision by Charles Payne and others
18 in the evaluation field. I was hired by Clemson
19 University as a research assistant professor, where I
20 served for three years. And after leaving I started
21 DataNginе and I've been doing this sort of consulting
22 work for the better part of 30 years, although 15
23 years as a formal business.

24 **Q. And did you cover the complete professional**
25 **background?**

1 A. I did not cover the complete professional background.
2 I am a retired military officer. I'm a father of two,
3 one of whom attends South Carolina Charter Public
4 School District school. In terms of my professional
5 background, I have been the only external consultant
6 allowed by the US Census Bureau to present to the
7 internal -- FEMA's internal evaluation board on how to
8 evaluate the impact of Covid. And that is one of the
9 most recent honors of DataNgin.

10 **Q. What did CAA retain you to do, Mr. Askew?**

11 A. CAA retained me to help them make sense out of their
12 data. In part it was to describe the geographic
13 footprint from which they draw their students and more
14 generally provide a description of the students that
15 are served by CAA.

16 (CAA EXHIBIT NO. 36 WAS INTRODUCED
17 INTO THE RECORD (4 pages)
18 DataNgin Consulting Data)

19 **Q. Please turn to CAA Exhibit 36.**

20 A. Is this in Binder 1?

21 **Q. This is in CAA Binder Volume 3.**

22 A. Binder 3, which tab?

23 **Q. That's correct.**

24 A. Which tab, please?

25 **Q. It's Exhibit 36.**

1 A. Exhibit 36. Okay. Thank you.

2 **Q. Did you prepare the documents in this exhibit?**

3 A. I did.

4 **Q. Can you please explain to the Board what this table on**
5 **the first page is showing, and how it's relevant to**
6 **the hearing today?**

7 A. Okay, so consistent with what I was retained to do, I
8 took a look at CAA's data, which consisted of looking
9 at Power School exports, and broke the data down after
10 de-duplicating it. And I think it's important here to
11 make note, the data that is in Power School for CAA
12 has tremendous deficiencies in it because of an issue
13 that occurred in 2020 which was presumptively
14 resolved. However, I don't think anyone fully
15 appreciated the depth of the problem. The duplication
16 of records in Power School meant that there were
17 individual students who had duplicate IDs, and in some
18 instances even appeared in the data with misspellings
19 to their names. So if you did not de-duplicate the
20 data, the results and the output from the data would
21 be incorrect. So based on working with the current
22 administration and the data vendor, we were able to
23 identify the total enrollment for CAA as represented
24 in Power School, historically, as 1532. What you see
25 off to the far left is what is called the 9GR code.

1 That is the first time that an individual is
2 identified as a ninth grader. What I wanted to draw
3 your attention to is something that we discussed
4 internally because we had to separate out active
5 students, inactive students, transfer students and
6 graduates. This distinction is important because this
7 table outlines very clearly what the basic elements
8 are for computing the four-year cohort adjusted
9 graduation rate. And when I say adjusted the
10 transfers that are identified are individuals who, by
11 State statute, in this case ESSA and the State
12 Consolidated Plan, are removed from the calculation of
13 the four-year cohort graduation rate. Let's be clear
14 about the terminology. Graduation rate, in accordance
15 with South Carolina's State Consolidated Plan, as well
16 as the accountability manuals, refers explicitly to
17 the four-year cohort adjusted graduation rate. This
18 is referenced specifically in the State Consolidated
19 Plan for 2017, the resubmitted plan for 2021, and the
20 accountability manuals for 2023. This is the first
21 time anybody has ever told me to talk up. So, do you
22 want me to repeat that?

23 CHAIRMAN PAYNE: If you could, yes.

24 A. Yes. So the State Consolidated Plan, which connects
25 to ESSA, which is the Federal guidance on how States

1 report out on metrics, requires a very specific
2 calculation of graduation rates. With the duplication
3 of data in Power School, one of the things that I had
4 to do and what I spent the majority of my time
5 focusing on was clarifying how many students CAA had
6 historically and where they fit in these different
7 columns. I will point out that the active is
8 predicated on what is in Power School right now. It
9 could have been different because given the population
10 of students at CAA, they moved between the active,
11 inactive, transfers. That is the nature of this
12 particular population. It is part of the definition
13 of the school in terms of who they recruit. So this
14 table basically summarizes the complexity of CAA's AEC
15 designation. In essence, the 9GR, if we think about
16 it in terms of four-year cohort graduation rate, if
17 you don't graduate within four years, you do not count
18 towards graduation. So if you look at all of the
19 individuals from 2012 to 2017, given when they were
20 enrolled at CAA, if they were enrolled and they were
21 already behind their cohort, even if they graduated,
22 it would not count towards CAA's graduation goal. So
23 that's the relevance of this table. This, to me, is
24 the crux of what I have heard and what I've reviewed
25 in terms of documentation with CAA, is the AEC mission

1 of pulling in drop-outs, regardless of who they are as
2 long as they are under the age of 21, which is a State
3 mandate when you cannot enroll in school. That means
4 CAA can pull in high-risk students, which is a part of
5 the definition. They can be truants, they can be out
6 of cohort; they can be individuals with mental,
7 physical or other issues that fall into that high-risk
8 category, but if they are outside of their 9GR code,
9 CAA cannot turn them away because they're a charter
10 and their mission explicitly states that that is who
11 they recruit. But when they bring those kids in, and
12 this is a key point, once they bring them in if they
13 go into that inactive column, they cannot be removed
14 based on the guidelines of the Consolidated Plan,
15 which says the only individuals who can be removed
16 from the calculation of graduation rates are
17 individuals who have immigrated, they have died or
18 they have formally transferred. And that's why that
19 transfer column is so important in terms of getting
20 correct in terms of calculating graduation rates.

21 **Q. Can you talk a little bit more about that? How you**
22 **calculate the graduation rate and what is the**
23 **significance of transfer student in the calculation of**
24 **graduation rate?**

25 **A. So, as I've already stated, the four-year cohort**

1 adjusted graduation rate is the only graduation rate
2 that South Carolina recognizes. There is no other
3 computation of it. If you fall outside of graduating
4 within four years, you count against the school, you
5 do not count towards because the four-year cohort
6 graduation rate is predicated explicitly on four
7 years. So if I were two years behind my cohort, even
8 if I took all of my credits, and I graduated, CAA
9 would not get credit for that student because they
10 graduated beyond the four-year period. Because they
11 started off two years late. So this becomes a really
12 important factor in terms of how you assess one of the
13 key components. And when I say key components of
14 school performance, graduation rates are weighted as 25
15 percent of the school's overall assessment. That is a
16 huge chunk, especially if you do not do well in other
17 areas, and given this population it is not likely that
18 you're going to hit all benchmarks, you're going to
19 lose points all the way over. It's very easy to end
20 up with a failing grade if you can't get your four-
21 year cohort graduation rate to where it needs to be.
22 And I'm suggesting, based on this table, and what the
23 data literally shows, is that given the enrollment of
24 students, those who are outside of their four-year
25 cohort graduation when they come in, count against the

1 school. Because even if they graduate there is no
2 "credit given". It also does not address the age of
3 students who enter into the school. Because that in
4 and of itself places students in a position where they
5 could in essence age out before they complete. And
6 the only way you can be counted in terms of actually
7 having a graduate is if they individual is graduating,
8 has already enrolled and will graduate but they turn
9 21. That's the only way you can count them as a
10 graduate under State statute.

11 **Q. You had an opportunity to review the District's**
12 **Transfer Request Report?**

13 A. I did.

14 **Q. In your opinion, do the graduation rates that were**
15 **presented in that Transfer Request Report, were they**
16 **done correctly?**

17 A. In my professional opinion, I cannot make a
18 determination and say explicitly that they were done
19 correctly. What is important to me and what seems to
20 be the case, because I've looked at CAA's
21 calculations, what seems to have happened is transfers
22 were not removed. If transfers were not removed, then
23 that is an explicit violation of what the State has
24 agreed to in terms of ESSA, which is a four-year
25 cohort adjusted graduation rate.

1 Q. And if transfers were not removed but should have been
2 removed under ESSA, how would that impact the numbers
3 that were presented as CAA's graduation rates?

4 A. Okay without hoping that stay out of the statistical
5 weeds, removing transfers brings your denominator
6 down. Smaller denominator, higher graduation rate.
7 It's that simple. It's a mathematical proposition.
8 If you simply keep all of these students who are -- so
9 you say you have active, you have mash-up between
10 inactive and transfers. You're basically adding, if
11 you look down to the bottom of the page, 555 and 389
12 together, that would be your denominator. If you do
13 the adjusted cohort graduation rate calculation the
14 way that it is supposed to be done, then you're only
15 including that 555. That smaller denominator drives
16 your graduation rates up and I will say this: I
17 listened intently. There was a statement about
18 differences in the calculation of graduation rates.
19 State compliance under ESSA and the State Consolidated
20 Plan is exceedingly explicit about how the calculation
21 is done. There is not any wiggle room regarding how
22 the calculation is done. So if there are duplicates
23 in the data, and those duplicates are in the data and
24 they have not been removed or addressed, the data for
25 the calculations starts to look really bizzare. And I

1 have no idea to know how the Charter School District
2 did their calculations. We worked in different ways
3 to think about. Based on my calculations and the way
4 I calculated the numbers, it appears that transfers
5 were not removed. And again, I'm not impugning
6 anyone, I only want to say it appears. We can discuss
7 that at a later time whether or not they were or why
8 not.

9 **Q. Before I flip to page 2, do you have anything else you**
10 **want to mention on this one?**

11 A. I think it is important to understand that it is
12 virtually impossible to compute an actual cohort for a
13 school like, any type of AEC. Because South Carolina
14 statute is not explicit as it is in other States.
15 For example, Colorado's has a very explicit statute
16 about who gets considered, who doesn't get considered,
17 and it even has a waiver built into their State
18 Consolidated Plan regarding how an AEC will be
19 evaluated. That's really important in terms of the
20 way I started looking at this data, because it was
21 very confusing to me that at the end of the day while
22 you are dealing with a single number, that single
23 number excludes students that the school is actually
24 serving. So you can only have one four-year cohort
25 graduation rate. But if you've got someone, and we'll

1 take as a hypothetical, you've got students enrolled
2 at CAA who are 9GR3 who graduate this year, along with
3 individuals who graduate with a 9GR18, which means
4 they're on time. The 9GR12 is not going to calculate
5 or figure into the calculation because the only thing
6 that is looked as is on-time graduation. On-time
7 graduation is inconsistent with what this particular
8 AEC does in terms of its mission. It takes in all
9 dropouts between the ages of 14 and 21. So the mix of
10 students that you have is either going to end up in
11 your active or your inactive. You cannot remove them
12 once you take them into the school. They count as a
13 part of your overall performance in terms of the
14 students you have enrolled, but they don't count in
15 terms of the specific metric for four-year cohort
16 graduation rate if they are outside of their cohort.

17 **Q. Mr. Askew would you please turn to Table 2.**

18 A. Yes.

19 **Q. And will you please tell the District Board what Table**
20 **2 is and how it is relevant to this hearing?**

21 A. So Table 2 was basically taking the same data out of
22 Power School and breaking that data down for those
23 students for whom we had demographic information.
24 And this was relevant because I wanted to ensure that
25 not only the school, but the District had a very clear

1 understanding of exactly who these students are in
2 terms of their mix. So at the end of the day we can
3 see that there is a fairly good mix of students across
4 the total range of who is being served. This is not a
5 total minority school. It is not a total of
6 anything, it's a mixture of kids. And they're drawing
7 kids, I think later there's an exhibit, they draw kids
8 from across three counties. And to me that's a
9 relatively extraordinary feat when you can draw kids
10 whose behaviors placed them in high risk categories,
11 who typically are on the older side, have multiple
12 issues, and I sat in the records room for a week
13 literally reviewing files by hand to get a better feel
14 of who the students were that are represented in these
15 numbers. Many of them have a range of issues that I
16 think speaks well of the staff and their ability to
17 recruit kids and get them to stick. Because that's a
18 huge part of the population. These are chronic
19 absentee students, i.e. truants, but many of them are
20 older. So it raises a question, in my mind, about
21 whether or not an individual who is not required to be
22 in a South Carolina school, i.e. an individual over
23 the age of 17. If you are not required to attend
24 school, you cannot be classified as a truant.

25 **Q. And would you please turn to Appendix A and describe**

1 to the District Board what this and how it's relevant
2 to this hearing?

3 A. Yes. So as a part of my scope of work what was
4 important was to sort of help describe the total
5 footprint of students who would be considered
6 disengaged. These are the very types of students that
7 CAA would in fact be recruiting. A disengaged
8 student, according to Measure of America, is a student
9 who is 14 to 24, I narrowed it 14 to 21 because that's
10 the age-eligible population. These are students are
11 not employed and they are not in school, had not been
12 enrolled in school for at least three months prior to
13 being surveyed. So within the Charleston/North
14 Charleston footprint, we have 2100 plus students who
15 fit that profile. The relevance to CAA is that in
16 essence CAA serving 18 percent of these students.
17 And this is based on American Community Survey data, a
18 Federal data set publically available using ACS Poms
19 data. So we can be reasonably confident in the
20 breakout in terms of the level of the highest grade
21 achieved for students who are disengaged, which speaks
22 to the types of students that CAA would in fact be
23 recruiting.

24 (CAA EXHIBIT NO. 1 WAS INTRODUCED
25 INTO THE RECORD (25 pages) SC

- 1 Charter School Act)
- 2 **Q. Mr. Askew would you please take a look at CAA Exhibit**
- 3 **1, which is in Volume 1 of CAA's exhibits.**
- 4 A. What is the title of the exhibit? Because I have some
- 5 --
- 6 **Q. The Charter School's Act.**
- 7 A. Yes. I've got it.
- 8 **Q. Will you please turn to section 59-40-111.**
- 9 A. I am there.
- 10 **Q. And will you please look at sub-section "f".**
- 11 A. I'm there.
- 12 **Q. F as in Frank?**
- 13 A. F as in Frank. Starting Charter Schools receiving and
- 14 AEC.
- 15 **Q. Will you please review that and let me know when**
- 16 **you're ready for me to ask questions. What's your**
- 17 **understanding of what this section requires as far as**
- 18 **the evaluation of an AEC's performance?**
- 19 A. I believe that, my read of this would be that you have
- 20 to have a comparable pool of schools that you're
- 21 comparing, so that you're comparing apples to apples
- 22 and oranges to oranges. This is a standard practice
- 23 in evaluation, making sure that what you are comparing
- 24 to is comparable, straight-forward on that front.
- 25 **Q. Do you have any understanding of whether an AEC has to**

1 **be evaluated according to goals that aligned with its**
 2 **mission?**

3 A. Based on what is here, it specifically states that
 4 take into account the school's specialized mission and
 5 student population with comparisons to any available
 6 nationally norm data.

7 **Q. Are CAA's goals and its charter as proved by the**
 8 **District aligned with CAA's specialized mission and**
 9 **student population?**

10 A. My basic read of the data and the mission, the goals,
 11 is that no they are not aligned.

12 **Q. Why do you believe that?**

13 A. Again, going back to the description that I made about
 14 how you are assessing graduation and even the
 15 definiation of cohort. Cohort is problematically
 16 defined given that you're bringing in students who
 17 literally range in 9GR. So unless you have some
 18 ability to take into account the number of students
 19 who are being graduated, period, regardless of their
 20 9GR. But that is not the way State statute is
 21 written. State statute is written explicitly on a
 22 four-year cohort graduation rate. So any student that
 23 comes in that is already behind, by definition, in
 24 terms of State statute and what has been agreed to in
 25 State Consolidated Plan, would in essence count

1 against CAA. But it would also, by definition,
 2 violate the school's purpose as a charter if they
 3 denied a kid entry. Based on their mission they would
 4 be in conflict. Those two things are not
 5 reconcilable. You've got a four-year cohort
 6 graduation rate. You've got a State statute that says
 7 you can't deny a child who presents themselves entry.
 8 But if I allow you to come in to the school I get no
 9 credit for that kid, based on the calculation of four-
 10 year cohort graduation rate.

11 **Q. Did you have an opportunity to review the District's**
 12 **Transfer Request Report?**

13 A. I did.

14 **Q. Did you see in the Transfer Request Report on January**
 15 **19, 2023, any comparison of CAA with other schools**
 16 **that serve high school drop-out students?**

17 A. I did not.

18 (CAA EXHIBIT NO. 33 WAS INTRODUCED
 19 INTO THE RECORD (25 pages) Quest
 20 Academy Revocation Hearing
 21 Transcript)

22 **Q. Mr. Askew will you please look at CAA Exhibit 33,**
 23 **which begins at the end of Volume 2.**

24 A. Okay. I'm there.

25 **Q. What is this document?**

1 A. Unfortunately this document is a transcript of the
2 very last time that this Board reported doing a
3 revocation, and that was for Quest Leadership Academy.

4 **Q. Okay. What was the date of that revocation?**

5 A. June 13, 2019.

6 **Q. Did you attend the revocation hearing request on June**
7 **13, 2019?**

8 A. I did indeed.

9 **Q. What was your involvement with Quest Leadership**
10 **Academy.**

11 A. My involvement with Quest Leadership Academy was I was
12 hired to help them present evidence about who their
13 students serve. So pretty much the same thing that
14 I've done with CAA, but I was also engaged basically
15 because it was a school in my local environment. I'm
16 out of Greenville. So it was a local school that was
17 in trouble. I happen to know a lot about the
18 environment and so I was engaged as someone who was
19 trusted to be able to parse their data, if you will.

20 **Q. What type of students did Quest serve?**

21 A. Quest served one of the highest percentage minority
22 populations in Greenville. It was located in a low
23 income, highly transient, census designated place
24 called Gant. That community had one of the highest
25 transiency rates due to eviction, so their population

1 of students was constantly turning over. Most of
2 their students who were enrolled were sibling pairs,
3 so whatever instability was introduced by the eviction
4 of one household actually had a double or triple
5 effect on the school. And that was an element that we
6 discussed in the hearing.

7 **Q. Do you recall racial demographics at Quest Leadership**
8 **Academy?**

9 A. Quest Leadership Academy highest minority percentage,
10 mostly African American low income.

11 **Q. Do you recall a school by the name of NEXT School?**

12 A. I do.

13 **Q. And what do you recall about NEXT School.**

14 A. Given the location, Greenville is a highly segregated
15 county. We have what we call the Greenville Porkshop
16 of the Whitehorse Road Corridor. The east side of the
17 county is largely manufacturing high wealth. The west
18 side of the county is largely minority low wealth.
19 Where Quest was situated was it literally sat at the
20 nexus of three or four school attendance zones that
21 served mostly Title 1. Most of your of Title 1
22 schools of course were on the western side of the
23 county.

24 **Q. Do you recall the District having performance concerns**
25 **with Quest and NEXT?**

1 A. I believe that they had questions about Quest and
 2 proceeded with a revocation with Quest but not with
 3 NEXT.

4 **Q. Do you recall if Quest was offered a revocation review**
 5 **process?**

6 A. They were -- to the best of my knowledge, no they were
 7 not.

8 **Q. Do you recall if NEXT was offered a revocation review**
 9 **process?**

10 A. I cannot speak to that. I have not re-read the
 11 transcript in its totality. I do remember, and I'm
 12 only here giving my impression at the time, which is
 13 quite palpable. I'm still a little, I will tell you a
 14 very bitter taste in my mouth. There was a distinct
 15 feeling amongst those not only on the Board but those
 16 in the Greenville community that NEXT was given far
 17 more leeway by the Charter School District than was
 18 Quest. Their numbers were not that far apart. The
 19 biggest distinction was what was the composition of
 20 the students.

21 **Q. To the best of your knowledge, has the District**
 22 **offered CAA an opportunity to work through the**
 23 **revocation review process?**

24 A. I do not know that for a fact, but to the best of my
 25 knowledge, no.

1 MR. TURNER: No more questions. Thank you.

2 CROSS EXAMINATION

3 BY MR. NORTON

4 Q. Mr. Askew? Dr. Askew?

5 A. We're still working on it.

6 Q. Okay.

7 A. Life has a way of interfering with all the best
8 intentions of graduate degrees.

9 Q. Understood. Understood. I remembered you were
10 working on it. When were you retained in this
11 particular case by CAA?

12 A. I was contacted in February but it was several weeks
13 after. I've only worked on the data for maybe like
14 the last five to six weeks.

15 Q. And have you looked at anything other than Power
16 School data?

17 A. I have not. In fact, if I might expound a little bit.
18 The Gordian Knot of the Power School data became so
19 problematic that it became literally my sole focus.
20 Because we had to get a baseline to be able to
21 articulate what exactly was going on. And that's why
22 I spent literally a week going through files, looking
23 at, okay, what do we have in Power School, what do we
24 have in paper.

25 Q. You're here on a paid engagement, correct?

1 A. Yes.

2 Q. And how much did you get paid for this engagement.

3 A. To date, nothing.

4 Q. How much have you been contracted to be paid?

5 A. My billable hours are 175, which substantively lower
6 than what I would normally charge.

7 Q. Okay. And how many hours have you worked on this
8 matter so far?

9 A. Well over a hundred.

10 Q. Do you recall testifying in the Quest case you were
11 paid \$18,000?

12 A. Yes.

13 Q. The data that we're talking about, just so we're clear
14 that you've been looking at, how do you access the
15 Power School data? How are you accessing it?

16 A. I was given access to Power School but because I am
17 not a Power School expert I have relied on staff to
18 provide me with exports. I've worked with the data
19 vendor who provided me with an initial student export,
20 and subsequently Dr. Turner, who will testify I
21 believe later on, provided me with her most recent,
22 because she was focusing on the most current data.
23 She provided me with that data. And so I merged all
24 of the data sets to create a clarified single data set
25 to run the analysis that I presented.

1 Q. Who is the vendor you're referring to?

2 A. Kristina Wright of SimplyWright.

3 Q. This is a vendor of CAA?

4 A. Yes.

5 Q. Who gave you access to Power School?

6 A. I was given access by Dr. Turner.

7 Q. Okay. Do you have administrative access to Power
8 School?

9 A. I have access, I don't know if it's administrative
10 access. But I've only gone on to look at the data.
11 One of the questions that I asked explicitly was what
12 are the data map, I specifically wanted to see whether
13 or not there was a variable for when records were
14 updated. Because to me that would be important for
15 explaining how you get to this data.

16 Q. And you logged on yourself, logged on to Power School?

17 A. Yes.

18 Q. You would never log on as anyone else would you?

19 A. Absolutely not.

20 Q. That would be a violation of ethics wouldn't it?

21 A. I believe that there are policies and procedures in
22 place for spoofing, which is what you're describing,
23 yes.

24 Q. To log in as another --

25 A. Yes.

1 Q. -- Professional educator. It would also cause
 2 concerns about the validity of the data because you
 3 couldn't log what changes have been made by whom and
 4 when, is that true?

5 A. That would be accurate, yes.

6 Q. Okay. Do you know if there have been instances at CAA
 7 after the revocation when there are people logging on
 8 as former CAA employees and changing data?

9 A. I cannot speak to that. I have no knowledge of it.
 10 I was focused primarily on my scope of work.

11 Q. How did you verify accuracy the Power School data had.

12 A. My verification came from, as I pointed out, going
 13 literally to the student records and comparing student
 14 records, looking at numbers that were exported for me
 15 in terms of Power School. We literally, because we
 16 had duplicate ID's for students, student Ids as well
 17 as State ID's, in the data, we had to literally cut
 18 those off and go name by name.

19 Q. Are you telling me that there were duplicate SUNS
 20 numbers? Student Unique Identifiers or duplicates in
 21 the Power School data by CAA?

22 A. Yes.

23 Q. How can that possibly happen?

24 A. I'm not a Power School expert, so again this is my
 25 opinion. I believe it can happen if you do a search,

1 you do not have specific ID numbers and you add them
2 back to the table. I noted that when I logged on to
3 look at that data that was one of the issues that it's
4 easy enough to do. I don't think it's so easy to
5 undo.

6 **Q. Did you hear testimony earlier today about there being**
7 **individuals marked as graduates multiple times?**

8 A. Individual students being marked as graduates multiple
9 times. I.E. there are multiple records?

10 **Q. Correct. So the same student marked as a graduate in**
11 **multiple academic years.**

12 A. I, again I think that's the Gordian Knot of duplicate
13 records.

14 **Q. So that would change the denominator, that changes**
15 **your numerator as well?**

16 A. Exactly. And the numbers that I presented, if I
17 might. The numbers that I presented are de-duplicated
18 data.

19 **Q. Well de-duplicated from what?**

20 A. It's de-duplicated. We went in and took a look at
21 each student, by name. And where there was a
22 duplicate, because I received data on, it's like an
23 error report. I'm not a Power School expert. It's an
24 error report that lists the number of times a record
25 is in a file. So literally analysis was done to

1 determine whether or not students were identified
2 multiple times. My analysis was limited explicitly to
3 who were the graduates identified by CAA and
4 subsequently where did they fit in the overall data
5 file. Are they in there multiple times.

6 **Q. Did you review DOTS data, the graduate?**

7 A. I did not. I do not have access to any of the sorts
8 of things that were discussed. I was limited to
9 student records that were paper, and the Power School
10 exports that I received.

11 **Q. Okay. Did you review CAA's Charter?**

12 A. I did.

13 **Q. Did you review their goals and objectives?**

14 A. I did.

15 **Q. You testified earlier that you do not believe that
16 they were aligned with their mission? Did I
17 understand your testimony correctly?**

18 A. You understood me correctly, yes.

19 **Q. Do you know who wrote those goals and objectives?**

20 A. I do not know.

21 **Q. Do you mind pulling out the District Binder, that's
22 labeled Volumbia 1.**

23 A. Okay.

24 **Q. If you'll look to Tab 2, that's where the Charter is.**

25 A. Yes.

1 Q. The goals on page 42.

2 A. Uh-huh.

3 Q. When you get there --

4 A. I'm there.

5 Q. Okay. So I'm looking at, on page 42 where I see these
6 measures. These are just cohorts of students
7 essentially that are described in some of these and
8 others actually has a goal included. Would you agree
9 with that?

10 A. Yes.

11 Q. Okay. So for example, like in measure 1, it describes
12 the cohort, and then after the comma, it says he
13 scored at least 70 percent English I End of Course
14 assessment.

15 A. Right.

16 Q. Did you evaluate whether that goal was met or not met?

17 A. I did not. I think there was testimony to the effect
18 that there are two different systems that are expected
19 to run in parallel. I only examined what was in Power
20 School to get a clear picture of what was going on
21 with the student enrollment and graduation.

22 Q. In fact, you were only really able to look at
23 graduation rates?

24 A. Absolutely, yes.

25 Q. You weren't able to look at credits?

1 A. I did take time to copy some of the records. I know
2 you all had transcripts. There was expected to be a
3 transcript analysis, but the Gordian Knot of the Power
4 School piece really took up the majority of the time.
5 So that was not completed.

6 **Q. If you flip over to page 45. Just one page over.**

7 A. Okay.

8 **Q. Do you know who Momentum Strategy and Research is?**

9 A. I do not.

10 **Q. Do you know if the school ever has worked with**
11 **Momentum Strategy and Research?**

12 A. That was not a part of my engagement. I didn't really
13 get into their administrative functioning.

14 **Q. This is how they're supposed to set objectives and**
15 **goals, right?**

16 A. Uh-huh.

17 **Q. To your knowledge, has the school ever done that?**

18 A. I do not know. That's again, beyond my scope.

19 **Q. Okay. How is NEXT School doing today?**

20 A. NEXT is -- they're doing okay. I mean Greenville's
21 population has changed substantively since the Quest
22 revocation and I think that, as I pointed out, I
23 believe it's in the transcript, the community is in
24 flux, has been in flux, so NEXT population certainly
25 starts to resemble the changing demography of

1 Greenville.

2 **Q. How is that the case since NEXT is closed?**

3 A. Huh?

4 **Q. Next is closed, sir?**

5 A. There is a NEXT, is it NEXT High School. Sorry.

6 **Q. NEXT Charter School has closed.**

7 A. So I have misspoken. I do know that there are charter
8 schools that have popped up. I don't spend most of my
9 time paying attention to the openings and closings of
10 charter schools within Greenville County. I do know
11 that the charter schools in Greenville have
12 substantively changed their demography.

13 **Q. Does it change your testimony today if you knew that**
14 **NEXT School has been by the District since you**
15 **testified about Quest?**

16 A. It wouldn't change anything that I just said about the
17 data that I presented or the fact that I believe that
18 the mission of CAA as an AEC and how it is being
19 evaluated don't align. I will say very clearly I get
20 compliance. I am a big compliance person. That's why
21 I spend time looking at statute. However, our statute
22 in South Carolina, our AEC statute, is not nearly as
23 well-developed as the statutes in other States that
24 have AECs. the way that I look at where we are right
25 now, we have an opportunity to fix a problem, which is

1 the disconnect. Because as long as the District and
2 other authorizers give an AEC designation and allow
3 what they have allowed with CAA, you're going to have
4 this problem. And I think where we are right now,
5 one of the unique features of CAA is its size. The
6 larger the school gets, and this could be potentially
7 a situation with LAA, as it gets larger, if it is
8 following the Charter School Statute and the AEC
9 Designation, it will be in the exact same boat that
10 CAA is in right now. So what I would recommend to
11 this Board is let's sit down and fix the Gordian Knot
12 problem of data, and subsequently work together, it's
13 the same thing that I've told the staff, I think it is
14 a far better route to fix the AEC problem and the
15 disconnect between how you assess what an AEC is then
16 it is to shut it down and hope and pray that the
17 problem goes away. And you'll remember Mr. Norton,
18 this is exactly the same thing that I said about
19 Quest. Most people simply want to cut their arm off,
20 or ignore the problem, as opposed to fix it. It is
21 far harder and frustrating, trust me I do this for a
22 living, to fix the problem then it is to kind of move
23 it further down the road.

24 **Q. Mr. Askew, I one hundred percent believe that your**
25 **heart is in the right place, and I wish you all the**

1 **best. I have no more questions.**

2 CHAIRMAN PAYNE: Does the Board have any questions for
3 Mr. Askew?

4 MR. TURNER: Dr. Carrie Tucker.

5 MR. NORTON: Could I trouble the chair for a restroom
6 break?

7 (Off the record)

8 WHEREUPON:

9 CARRIE TUCKER, being duly sworn and
10 cautioned to speak the truth, the whole truth and
11 nothing but the truth, testifies as follows:

12 DIRECT EXAMINATION

13 BY MR. TURNER:

14 **Q. Good afternoon Dr. Tucker.**

15 A. Good afternoon.

16 **Q. Would you please introduce yourself to the District
17 Board of Trustees.**

18 A. I am Dr. Carrier Tucker. I am currently the Assistant
19 Director at CAA. I've previously worked in charter
20 leadership for the past eight years. I've been in
21 educational leadership, both traditionally and in
22 charters for 12.

23 **Q. And would you tell the Board a little bit about your
24 educational background.**

25 A. So I have my Doctorate in educational leadership.

1 I've worked with specifically engaging student work,
2 that's like my passionate area of the alternative
3 education. I worked as a CTE director previous to
4 charters in a rural district in actually the Midlands
5 helping those students try and find those personalized
6 pathways for education. So this area is really my
7 passion. I transitioned to charters just because the
8 opportunities we give to have flexibility in
9 education. Worked for a Gray Collegiate Academy here
10 for four years and also State and Federal
11 Accountability Director for all three charters in
12 Legion, Oceanside and Gray throughout the State
13 previous to this position. Oh I'm also an adjunct
14 professor for Columbia College at the Masters level in
15 education.

16 **Q. And what is your position in the Charleston**
17 **Advancement Academy?**

18 A. I'm the Assistant Director.

19 **Q. And when did you begin that position?**

20 A. I started on February 28, 2023, so I've been there all
21 of about 10 weeks now.

22 **Q. To the best of your knowledge, did the District**
23 **Require CAA to develop and execute a corrective action**
24 **plan at any time prior to January 19, 2023?**

25 A. No, sir.

1 Q. To the best of your knowledge, did the District
2 require CAA to go through a revocation review process
3 at any time prior to January 19, 2023?

4 A. No, sir.

5 Q. What types of students does CAA serve?

6 A. So our population, while I know we sit and talk at
7 risk and we can say that it's defined by pupils in
8 poverty and special education and weightings as
9 referred to earlier, this population is indescribable
10 as far as for data. There is just, each student has a
11 story, they're very unique. The great thing about CAA
12 and its charter is it specifically speaks to
13 individualized academic plans and that's really what
14 we're working with. Students that have had children,
15 one, two, they're the head of household. They are
16 homeless, living out of hotels, couch hopping.
17 Previous to our school, discipline issues, truancy
18 issues. I accepted a student just the other day that
19 had been with us twice before and we had an enrollment
20 meeting and I sat down with him and asked why do you
21 think now is the time? And he's 20 years old. He's
22 walking into high school with six credits. He's not
23 going to graduate from us, but as stated prior, our
24 model, that's not what we're about. We're about
25 accepting those kids and helping them get as far as

1 they can. So that when they leave us, even as they
2 age out, they'll be going to adult-ed. And so we're
3 trying to get them as many credits as they can to be
4 able to move on to the next phase of their life.

5 **Q. And what is CAA's ultimate purpose and mission?**

6 A. To get as many students a high school diploma as
7 possible.

8 **Q. How many graduates does CAA have?**

9 A. 197.

10 **Q. And does graduating students fulfil the mission of**
11 **CAA?**

12 A. Yes.

13 **Q. Even if the student graduates outside of their cohort?**

14 A. Absolutely.

15 **Q. Will you please turn to CAA Exhibit 37, which is in**
16 **CAA Exhibit Volume 3. Are you ready for me to ask**
17 **questions?**

18 A. I'm ready.

19 **Q. Did you prepare the documents in this exhibit?**

20 A. I did.

21 **Q. Would you please explain to the Board what these**
22 **documents are and how they are relevant to this**
23 **hearing today?**

24 A. So as stated prior, we do have, the data in Power
25 School is very deficient in many ways. In some ways,

1 point fingers at whoever, but we had students that
2 would dis-enroll, re-enroll as Mr. Askew referenced,
3 that when they came back the previous leadership
4 didn't realize that they had already been here before,
5 which is a record-keeping issue. But we ended up
6 having duplicates, so what Mr. Askew and I set out to
7 do, we took every student out of Power School that was
8 active, every student that was Power School that was
9 inactive. We don't personally have access to our
10 graduate students. We've asked for that permission
11 from the District but have not been able to see who
12 you guys have listed as graduates. But we do have a
13 list that we've kept through DOTS. So we were able to
14 look at that. But in Power School we can't see those
15 grad students. But that's what this is based on. And
16 so, as Mr. Askew was referencing, you guys can see on
17 your side there is a 1.13 for 18/19 school year. 4.41
18 for 19/20. 10.11, you guys know this. This is the
19 State Report Card data. Standing next to it is
20 actually the number of students that graduated from
21 CAA in that graduate year that were out of cohort. So
22 we actually had, if you took all of our students and
23 just used it against the denominator that the District
24 has provided, that our grad rate is up because there
25 is that many students outside of cohort. 30 is in

1 21/22 to have a 21.86 if we had actually counted for
2 every student that graduated.

3 **Q. So, this top chart that you're talking about, that's**
4 **calculating graduation rates regardless of whether a**
5 **student graduates with their cohort?**

6 A. Correct.

7 **Q. What's the bottom chart on the second page calculate.**

8 A. The bottom chart on the second page is those students
9 that were outside of their 9GR, which is the
10 graduation cohort that we keep referring to, which is
11 what the State uses to create a State report card.
12 It's the reason why all of the surrounding schools
13 send their kids to us is because they don't want that
14 kid against their grad rate because they're off track.

15 **Q. So the second chart, is it calculating a graduation**
16 **rate?**

17 A. No. It is calculating the students that were outside
18 of 9GR in each graduating year. So if you took that
19 top chart and said 21.86, the difference is those
20 students that are outside of cohort on the bottom
21 chart.

22 **Q. So it's saying of CAA's graduates, how many were**
23 **outside of their cohort?**

24 A. Correct.

25 **Q. Would you please turn to District Exhibit 10.**

1 A. I don't know if I have that book. I've got it.

2 **Q. And what is this document?**

3 A. It's the Transfer Request Report.

4 **Q. Have you had an opportunity to review the Transfer**
 5 **Request Report?**

6 A. Yes.

7 **Q. Is it your understanding this is a document that was**
 8 **before the District Board on January 19, 2023?**

9 A. Correct.

10 **Q. In your opinion, did the District calculate CAA's**
 11 **graduation rate correctly in the Transfer Request**
 12 **Report?**

13 A. Well, again, if we're using the State model,
 14 absolutely it's calculated correctly. As far as in
 15 reference to our Charter and what we're expecting our
 16 evaluative measures to be and comparative to other
 17 AECs, no.

18 **Q. Why do you say that?**

19 A. Well based on State legislation for Charter and AEC
 20 law, we are supposed to be compared to similar
 21 subsets, and also within AEC model which is within our
 22 Charter of the five-year graduation cohort.

23 **Q. Was there a five-year cohort graduation rate or return**
 24 **to school calculation in the Transfer Request Report?**

25 A. No.

1 Q. And is that goal in CAA's Charter?

2 A. It is.

3 Q. Was there a four-year cohort graduation rate or return
4 to school analysis in the Transfer Request Report?

5 A. No.

6 Q. And is that a goal in CAA's Charter?

7 A. Yes.

8 Q. Was there a comparison of CAA to AECs that serve
9 similar subsets of students in the Transfer Request
10 Report?

11 A. No.

12 Q. Is that a requirement under the AEC statute?

13 A. Yes.

14 Q. Please turn to District Exhibit 27.

15 A. I think that's a different volume. I only have 1
16 through 20.

17 Q. Have you had an opportunity to review these documents?

18 A. Yes.

19 Q. And are you familiar with the students that are
20 referenced in these documents?

21 A. Yes.

22 Q. And I would just like to remind you that this hearing
23 is a public hearing and it's being broadcast, and so I
24 just ask you please do not use the names of the
25 students or the parents or the families that are

1 **mentioned in there.**

2 A. Absolutely.

3 **Q. What can you tell us generally about these documents**
4 **and these students that are referenced here?**

5 A. So these are two, obviously two different students. I
6 can tell you both cases. One of the students is a
7 transgender, had been bullied and pushed out of his
8 previous school. Mom and he were also dealing with
9 homelessness, living in a hotel and he was working
10 full-time trying to help provide income for the
11 family. The second child has helped provide for their
12 household income, works for the county at night and
13 shows up at school in the morning at 7:00 a.m. after
14 working the night-shift to come to school. They both
15 have had similar issues with traditional schools and
16 have really found a niche with our staff and faculty,
17 feel like somebody cares about them. So they show up.
18 But they're both over age.

19 **Q. Have you had an opportunity to look at the documents**
20 **that the District attached to the affidavits?**

21 A. Uh-huh.

22 **Q. And what are your comments on that.**

23 A. So the big problem that I see, I guess, with this and
24 numerous others is that the model of CAA is that
25 flexible schedule. It's 15 hours required on campus;

1 30 hours of work. So there's some time virtual and
2 some time on-campus. We take attendance for a
3 traditional model of education in which this doesn't
4 fit in to. And so yes, there's truancy. I mean the
5 data doesn't lie. It does look like they're truant.
6 However, we're more of a proficiency based system and
7 to be honest, I think that both District and previous
8 leadership really should have been setting their goals
9 more around this proficiency based instruction.

10 **Q. Do you know if CAA's Charter refers to the brick and**
11 **mortar learning, virtual learning and self-guided**
12 **independent study.**

13 A. It does. It says they're required to be on campus 15
14 hours a week and they are allowed to work virtually 30
15 hours a week. Or a total of 30 hours a week, sorry.

16 **Q. Have any of these students mentioned in 27 graduated**
17 **from CAA?**

18 A. Yes.

19 **Q. Tell us about that student without mentioning names.**

20 A. It's the one is currently seeking to be a firefighter.

21 **Q. Excellent. Were you sitting in the room earlier when**
22 **there was testimony about a student who had passed**
23 **away?**

24 A. Yes.

25 **Q. What do you know about that student and that**

1 **situation?**

2 A. So upon my commencement of working for CAA I came in
3 and we had, you know, with previous leadership and the
4 upset of revocation back in January there was a little
5 bit of chaos and panic going on. And so I think there
6 were some students that had kind of fallen off the
7 grid, which is common in this population anyway. But
8 so we came in and really did a deep dive on every one
9 of our students to figure out where every student was.
10 This particular student, I had been told by both the
11 ML teacher and the SPED teacher that previous
12 leadership said that the child had some complications
13 from surgery and was in hospice back in October-
14 November. And the parents had asked out of respect to
15 not be contacted any longer. And I said okay well,
16 we're now in February so we're got to reach out to
17 these parents because we don't know where the student
18 is. So we reached out and started our model of
19 escalation until we got to the point of literally
20 going out and doing home visits. Thankfully our
21 investigative skills we were able to get to the bottom
22 of it. The house seemed abandoned but we kept
23 visiting. Finally someone called and they were his
24 Hispanic. So we had to have a translator. And come
25 to find out at that point when they reached out to us,

1 we said we're trying to find out what has happened
2 with this child and they said unfortunately she had
3 passed. At that point I reached out to District
4 Office for Power School support and got no response.
5 Obviously don't want that kid sitting on our books any
6 longer than necessary, but I was trying to find out,
7 you know, just like what we've talked about in Power
8 School in the past, is that there's a stamp, there's a
9 timestamp on everything that you do. So I was afraid,
10 do I put the kid in when I found out; do I withdraw
11 them on that date, because obviously I wasn't here
12 back in October; or do I backdate it and put in
13 October. I never got any response on the Power School
14 side, but when I had my weekly call with the District
15 SPED team, who's been absolutely amazing, we talked
16 about it and she said I'll get you an answer. And she
17 found out, ended up calling me back like a week later
18 because she had been out sick, and said no, you need
19 to go backdate it to the date of the death of the
20 student. And I said got it, will do. So it has been
21 changed since the entry that we have. But obviously
22 yes, that student had fallen off the grid.

23 **Q. Is there anything else that still needs to be done to**
24 **resolve that situation?**

25 A. Not as, no, at this point we've uploaded the death

1 certificate and all that.

2 **Q. Are you familiar with Low Country Acceleration**
 3 **Academy?**

4 A. I am.

5 **Q. Where is their campus located?**

6 A. About 10 miles up the street from us?

7 **Q. You said 10 miles?**

8 A. Uh-huh.

9 **Q. And what types of students do they serve?**

10 A. Exact same as us. High, at risk, dropout.

11 **Q. Do you know what their enrollment is?**

12 A. Last time I checked it was around 170.

13 **Q. Do you know what their projected enrollment was for**
 14 **this year?**

15 A. 500, I think.

16 **Q. Do you know if they're taking any action to try**
 17 **increase their enrollment?**

18 A. We've actually had a couple students say they've
 19 reached out to them asking if they would like to
 20 transfer. We don't really know how that's happening,
 21 how they're being targeted, how they know that they're
 22 students with us. But we have had several students
 23 tell us that LAA has reached out to our students
 24 asking if they'd like to transfer.

25 **Q. And you don't know how they got their contact**

1 **information?**

2 A. Not that I can absolutely guarantee. However, when I
 3 was working in Enrich I have actually seen myself
 4 that, which is our special education ML population,
 5 Enrich, I can see other schools' students. And when
 6 we've reached out to the district in the past
 7 expressing this problem they told us it was because we
 8 un-enrolled these kids incorrectly. However, those
 9 kids were never on our active list.

10 **Q. Would you be willing to work with District staff to**
 11 **revise CAA's Charter goals to take into account CAA's**
 12 **specialized mission?**

13 A. Absolutely.

14 **Q. In your opinion, is there any reason to close CAA?**

15 A. In all of my experience, I have witnessed some pretty
 16 bad situations as far as schools are concerned and
 17 there is nothing at this school that makes me alarmed
 18 and thinks that it is a closing-worthy school.
 19 Revocation.

20 **Q. In your opinion, what should the District Board decide**
 21 **today and why?**

22 A. I believe that there is definitely, I think,
 23 especially in an AEC model new to the State, there's
 24 no true guidelines. I truly believe that there needs
 25 to be a metrics that is developed for AECs. We've

1 been working with legislation on our own side, trying
2 to find people to say we understand that this is a
3 different model. The amount of money we spend on high
4 school drop-outs on the outside of education is
5 millions and millions of dollars more than what we're
6 spending on them now, in at-risk population. And I
7 think it really has to become an individualized plan
8 for each child. And if we're not meeting their needs
9 individually that's when we lose them.

10 MR. TURNER: Thank you Dr. Tucker. Please answer any
11 questions Mr. Norton has.

12 CROSS-EXAMINATION

13 BY MR. NORTON:

14 **Q. Hi, how are you?**

15 A. Good.

16 **Q. Good. You just came over to work with CAA now in
17 February you said?**

18 A. Yes.

19 **Q. Are you working for CAA full-time?**

20 A. I am.

21 **Q. Do you still have your educational consulting -- do
22 you have any educational consulting business?**

23 A. I do.

24 **Q. Are you still doing that business as well?**

25 A. I have. I consult with other people, yes.

1 Q. Do you consult with teaching Charters?

2 A. Yes.

3 Q. In fact, you're part of a new Charter being developed
4 by Limestone.

5 A. I helped write the application.

6 Q. You helped write the application. Are you still
7 working with that Charter School for Limestone.

8 A. In a consulting factor, yes. To help them write their
9 application.

10 Q. How many other engagements do you have right now other
11 than working with CAA?

12 A. Just the consulting with T Squared and I adjunct for
13 Columbia College in the evenings sometimes.

14 Q. T Squared, who is the owner of that business?

15 A. Tracy Bryant-Riches and Todd Helms.

16 Q. And Tracy Bryant-Riches and Todd Helms, they are
17 former Limestone Charter Association employees, is
18 that correct?

19 A. I would assume, yes.

20 Q. And did they recommend you to CAA?

21 A. No.

22 Q. Okay.

23 A. They had nothing to do with that.

24 Q. I was just trying to figure out how you -- I just
25 didn't know.

1 A. I actually spoke, I could tell you. What is her name,
2 she used to be, Carol Ost and I spoke.

3 Q. Oh.

4 A. And that's how she recommended me.

5 Q. Okay. Sorry, just I've never had a chance to speak to
6 you so.

7 A. Oh no, it's okay.

8 Q. I just have a few questions for you. Do you have the
9 District's binder there with the Charter in it, at Tab
10 2.

11 A. Tab 2.

12 Q. I think we all know the goals are on page 42 by now.

13 A. Yeah.

14 Q. Do you know how these were developed?

15 A. I do not, other than I do know that the District and
16 previous leadership sat down together and kind of came
17 up with, as you said, a do-over.

18 Q. Do you know if the District ever issued sanctions
19 short of revocation to CAA related to writing that
20 amended Charter?

21 A. No.

22 Q. Do you know the difference between sanctions short of
23 revocation and a corrective action plan?

24 A. Yes.

25 Q. What's the difference?

1 A. So the sanctions short of revocation would be here is
2 our noncompliance issues, get them fixed. And then
3 you've got corrective action plan where you're saying
4 we've got to come up with a plan with growth goals.

5 **Q. Is it unfair to say that corrective action plan is**
6 **basically a kind of sanctions short of revocation?**

7 A. No, I would say they're two different things.

8 **Q. You think they are different things?**

9 A. Uh-huh.

10 **Q. Okay. Have you ever worked with a charter school that**
11 **has been subject to sanctions short of revocation?**

12 A. No.

13 **Q. Have you ever worked with a charter school that has**
14 **been subject to revocation before?**

15 A. No.

16 **Q. Have you ever worked with a charter school to work**
17 **through a corrective action plan before?**

18 A. Yes.

19 **Q. Which school did you work with?**

20 A. I'd prefer not to say. That was many years ago.

21 **Q. Okay.**

22 A. Yeah.

23 **Q. I'll respect your wishes.**

24 A. Thank you.

25 **Q. Let me just ask you a couple of substantive questions**

1 about this. If you'll look on page 43, you were
2 talking about the fifth-year cohort goal.

3 A. Uh-huh.

4 Q. Where is the goal? Which goal talks about, requires
5 fifth-year cohort graduation rate?

6 A. So it says that percent of students that enrolled in
7 CAA prior to their senior year as measured by credits
8 attained that are in the four-year adjusted cohort to
9 either graduate or re-enroll the following year.

10 Q. That says four-year cohort.

11 A. Right. But it's talking about re-enrolling the
12 following year.

13 Q. And then measure 11 is the five years?

14 A. Correct.

15 Q. Okay, so what is the percentage that CAA must attain
16 in order to meet that measure?

17 A. The percentage -- repeat the question?

18 Q. What percentage does CAA have to meet in order to meet
19 measure 10. What's the goal?

20 A. There is no percentage there.

21 Q. There's no goal is there?

22 A. No.

23 Q. Can you flip to tab 20 for me, please? Were you here
24 earlier today when we testified that Tab 20 -- or when
25 we heard testimony that Tab 20 was a rebuttal from CAA

1 to the Transfer Report?

2 A. Uh-huh.

3 Q. Can you say yes or no for the record, please?

4 A. Yes. I'm sorry.

5 Q. Have you read this rebuttal report before?

6 A. Not in its entirety.

7 Q. Okay. Would you flip over two pages to the chart
8 where we got the two competing Table 1's. You see
9 what I'm talking about?

10 A. Uh-huh.

11 Q. CAA had an opportunity to and did respond to the
12 District's calculation as to graduation rate, correct?

13 A. Repeat that, I'm sorry.

14 Q. CAA responded to the District's calculation on
15 graduation, didn't they?

16 A. Yes.

17 Q. And what did CAA tell the District, by its own
18 calculations, the graduation rate should be?

19 A. You want me to read them for you?

20 Q. You don't have to read them all, just give me the 2022
21 one.

22 A. Okay. 12.64 percent.

23 Q. Did CAA calculate that correctly?

24 A. I believe at the time they did.

25 MR. NORTON: Thank you.

1 CHAIRMAN PAYNE: Does the Board have any questions? I
2 have one.

3 EXAMINATION

4 BY CHAIRMAN PAYNE:

5 Q. I'm learning a lot of new acronyms and AEC is one of
6 them. In your academic and professional experience,
7 should not the founding members of the Board have
8 understood the difficulties that were going in and
9 made adjustments in their original Charter to address
10 these matters at that time?

11 A. I believe that when you're talking about an AEC, it is
12 such a personalized approach and it's based on the
13 demographics and geographical you're in. As Mr. Askew
14 was discussing ones that were up in the
15 Greenville/Spartanburg area, California, we've
16 actually been working with an organization in
17 Massachusetts. Everyone is different. I've got a
18 woman that I spoke to from Map Academy in
19 Massachusetts, she reached out to me and was asking
20 can we collaborate. And I said I'd love to. Her main
21 problem is homelessness though, where we don't have as
22 much homelessness as they have. And so I think you
23 don't know what you're getting into. And my
24 experience in charters is I've often seen in boards,
25 both the district and school side, don't know the

1 information and don't have the experience to set
 2 appropriate, sometimes, goals. Or even know what
 3 questions to ask as to how are you not meeting it. As
 4 this data shows, this has been since 2020 and we're in
 5 2023, no one has asked questions about this data until
 6 revocation.

7 **Q. So were they kind of flying blind?**

8 A. Yeah. I think numerous people are flying blind.

9 **Q. You've helped write for charters, would you focus on**
 10 **this? And if you couldn't answer these questions would**
 11 **you stop the application until you could?**

12 A. In my experience as an academic, yes.

13 CHAIRMAN PAYNE: Thank you.

14 MR. TURNER: Dr. Tracy Combs.

15 CHAIRMAN PAYNE: Mr. Turner and Mr. Norton, just for
 16 the record, Mr. Butcher and Dr. Pope in a little
 17 while, they had previous engagements. They
 18 didn't realize we would be going all day. They
 19 are going to -- Dr. Pope is going to leave around
 20 4:00. And they're going to call back in and they
 21 will participate electronically.

22 MR. TURNER: Okay. That sounds great, thank you.

23 CHAIRMAN PAYNE: Please proceed.

24 WHEREUPON:

25 TRACY COMBS, being duly sworn and cautioned

1 to speak the truth, the whole truth and nothing
2 but the truth, testifies as follows:

3 DIRECT EXAMINATION

4 BY MR. TURNER:

5 Q. Good afternoon Dr. Combs.

6 A. Hello.

7 Q. Dr. Combs what is your position with Charleston
8 Advancement Academy?

9 A. I am currently the Secretary for the Board.

10 Q. And do you serve in a volunteer capacity or are you
11 paid for your service?

12 A. I serve in a volunteer capacity.

13 Q. How long have you been serving on the School Board?

14 A. Since late 2018.

15 Q. Okay. Tell me about your educational background.

16 A. I have a Doctorate degree in healthcare
17 administration, because I started out my career as a
18 respiratory therapist. And I worked for the Medical
19 University of South Carolina for 15 years as the
20 Director of Pediatric Services.

21 MR. TURNER: I understand there are some IT issues that
22 need to be set up so people can participate
23 remotely, so we may need to take five minute
24 break to do that.

25 (Off the record)

1 BY MR. TURNER:

2 Q. Dr. Combs I think we've left off with you giving
3 background information about yourself. Is that right?

4 A. That's correct.

5 Q. Do you recall where exactly you left off?

6 A. I stopped off with my career at the Medical University
7 as a respiratory therapist. I have also been actively
8 involved in education at the secondary and the post-
9 secondary level. I taught high school engineering for
10 a Charleston County School District school. And I
11 have been an adjunct professor for Trident Technical
12 College since 1982 up until I took a full-time
13 position with Trident Technical College in 2016.

14 Q. And what led you to Charleston Advancement Academy?

15 A. I have always had a passion for students that I feel
16 are experiencing roadblocks to education, that under
17 served, that are not recognized. In my past
18 experiences it has always seemed like everyone was
19 always concerned and put their efforts towards that
20 upper level of performing students, and these students
21 at the bottom of the performance scale, that have no
22 plans post-graduation, if they graduate, are at risk
23 to graduate, there never seems to be a clear and just
24 path for them. And so when I came to Trident
25 Technical College, I was drawn to continuing

1 education, to non-credit courses, to trades. My
2 husband and I had a manufacturing business for 20
3 years, and we manufactured gears for diesel engines
4 for companies like Caterpillar, John Deere,
5 Frigidaire, NASCAR. And during that time I became
6 acutely aware of how difficult it was to find skilled
7 labor. I even entered in to a program with the
8 Charleston County Sheriff's Work Release Program where
9 I started my own apprenticeship and brought people
10 that were in the Day Release Program on and trained
11 them to become machinists. So I've always had a
12 passion for those people who I know have the ability
13 to get to where they need to get, but don't have the
14 tools or the resources. And I was approached, my boss
15 at Trident Tech at the time introduced me to Mr. Tom
16 Ducker who had interest in Trident Tech partnering
17 with him to open an AEC. At the time my boss wasn't
18 really interested in it so he passed Mr. Ducker off
19 to me, as things usually go. And I met with Tom and I
20 was very intrigued and very just like focused in on
21 like oh my gosh, this is a thing I have been looking
22 for. And the story goes on from there.

23 **Q. What do you enjoy most about serving on the CAA Board?**

24 A. I enjoy seeing young adults come in that have no
25 vision of what they can be. They don't think that

1 anybody cares about them. They don't think they're
2 smart enough. They don't think they have the
3 resources. And to see the total change in these
4 students, whether it takes four years, five years, it
5 doesn't matter. To see the total change in these
6 students to become people who have self-worth, are
7 motivated, become absolute contributors to their
8 society. I can't explain that feeling.

9 **Q. What types of students does CAA serve and what types**
10 **of challenges do they face?**

11 A. I actually did my dissertation on roadblocks that --
12 perceived roadblocks for alternative education
13 students to post-secondary education. And part of the
14 problem is their own level of self-esteem. Part of
15 the problem is, is that their understanding of how to
16 get from point A to point B, they don't. They don't
17 understand it. They don't have anybody supporting
18 them; they don't have anybody saying you can do this.

19 **Q. Does CAA serve students who previously dropped out of**
20 **high school?**

21 A. Yes.

22 **Q. What about students who have suffered abuse issues?**

23 A. Yes.

24 **Q. What about students that have their own children?**

25 A. Yes.

1 Q. What about students that have been affiliated with
2 gangs?

3 A. Yes.

4 Q. And what about students that have enrolled in CAA
5 already several academic years behind?

6 A. Yes.

7 Q. What unique features does CAA offer its at-risk
8 students to try to help them?

9 A. We look at the total child, or young adult. We don't
10 just look at academics, because academics is not
11 enough for these students. We can have the most
12 rigorous, successful academic program out there, but
13 if we're not giving wraparound services to these
14 students, they don't see the value in an education.
15 They don't understand why they should go to school if
16 they're not going to have somewhere to live, if
17 they're not going to have something to eat or diapers
18 for their baby. If we don't provide those types of
19 services, which incidentally I think we do an
20 exceptional job at, an education is of no value to
21 them.

22 Q. And ultimately, what does CAA strive to accomplish
23 with its students?

24 A. We want our students to achieve a high school diploma,
25 because we all know the difference in income between a

1 high school diploma and a GED or high school diploma
2 and nothing.

3 **Q. How many students have graduated from Charleston**
4 **Advancement Academy High School?**

5 A. 197. And I'd just like to add that my son is one of
6 those 197 graduates.

7 **Q. How does the attaining of a diploma help graduates,**
8 **like your son and others?**

9 A. It helps graduates to become productive members of
10 society. And so it serves them. But it also serves
11 the communities in which they live in. There is a
12 thing called the Multiplier Effect, which means if you
13 have someone who has a job, they go out and they spend
14 money in the community. They buy houses, they buy
15 food, they buy, you know, disposable income expenses.
16 So it improves not just the graduate and their
17 immediate family, but it improves, it's a multiplier
18 effect for the entire community in which they live.

19 **Q. How many students does CAA currently serve,**
20 **approximately?**

21 A. Approximately 400.

22 **Q. Who is CAA's sponsor?**

23 A. The South Carolina Public Charter School District.

24 **Q. And have they always been CAA's sponsor?**

25 A. Yes, they have.

1 Q. Did they approve CAA's Charter Application?

2 A. They did.

3 Q. What is the term of the contract between CAA and its
4 sponsor?

5 A. Ten years.

6 (CAA EXHIBIT NO. 6 WAS INTRODUCED
7 INTO THE RECORD (17 pages)
8 Charter Contract)

9 Q. And will you please flip to CAA Exhibit 6. It's in
10 CAA Volume 1.

11 A. Okay.

12 Q. Have you seen the document before?

13 A. Yes, I have.

14 Q. And what is representing what this document is?

15 A. This is the Charter School Contract between Charleston
16 Advancement Academy, which at the time it says
17 Charleston Acceleration Academy, and the South
18 Carolina Public Charter School District, known as the
19 sponsor.

20 Q. What is an educational management organization.

21 A. An educational management corporation is generally a
22 private, for-profit, business that goes into schools
23 and manages the operations.

24 Q. Okay. If I refer to an educational management
25 organization as EMO, will you understand what I'm

1 **referring to?**

2 A. Yes. I will.

3 **Q. Does CAA currently work with an EMO?**

4 A. Not currently.

5 **Q. Did CAA ever work with an EMO?**

6 A. Yes. We did.

7 **Q. How did CAA begin working with an EMO?**

8 A. We decided that that would be the route for us go, and
 9 being relatively new to the entire charter school
 10 setup, we thought that that would be in our best
 11 interest at the time.

12 **Q. What was the name of the EMO that CAA worked with?**

13 A. Acceleration Academies.

14 **Q. And what services did Acceleration Academies provide
 15 to CAA?**

16 A. Pretty much like the day-to-day operations. They
 17 provided the on the ground management services.

18 **Q. How much did CAA pay Acceleration Academies?**

19 A. CAA paid Acceleration Academies 85 percent of its
 20 profits.

21 **Q. Do you know if it's profits or revenue?**

22 A. I'm sorry. It's revenue. Excuse me.

23 **Q. Who manages Acceleration Academies?**

24 A. Joseph Wise and David Sundstrom.

25 **Q. And do you know where they are from?**

1 A. They are from Chicago.

2 **Q. And do you know if Acceleration Academy is a public or**
3 **private organization?**

4 A. It's a private organization and it's for-profit.

5 **Q. When the relationship between CAA and the District**
6 **began, how was it?**

7 A. It was very amenable. We had a good relationship. We
8 were excited to be part of this District.

9 **Q. When the relationship between CAA and Accelerated**
10 **Academies began, how was it?**

11 A. Contentious. Oh, you mean the relationship between
12 us, as the school?

13 **Q. With Acceleration Academies when that relationship**
14 **began.**

15 A. It was good.

16 **Q. At some point did the relationship between CAA and**
17 **Acceleration Academies change?**

18 A. Yes.

19 **Q. And when was that and what happened?**

20 A. It started out originally where we were questioning
21 the 85 percent share with Acceleration Academies. And
22 as a Board we were curious where the money that we
23 were giving them was going, so we began to request
24 more detailed information such as receipts. And we
25 never got what we requested.

1 Q. Do you recall when that was?

2 A. That would have been early 2019, I believe.

3 (CAA EXHIBIT NO. 20b WAS
4 INTRODUCED INTO THE RECORD (
5 pages) Transcript Exhibit B)

6 Q. Will you please flip to CAA Exhibit 20(b), as in boy.
7 Which is in CAA Volume 1.

8 A. 20(a)?

9 Q. 20(b).

10 A. Okay.

11 Q. Have you seen this document before?

12 A. Oh, yes.

13 Q. Can you explain to the Board what was happening at
14 that time?

15 A. This is a letter from Dr. Mary Thornly, who is
16 President of Trident Technical College, and who has
17 been very supportive of the high school, of CAA and
18 its mission. There were -- this letter is dated
19 October 30, 2019, and she states that over the past 10
20 months there have been a series of incidents involving
21 CAA students on TTC's Thornly campus. And the first
22 time that the Board was aware of any of these
23 incidents was when we were called in to a meeting with
24 Trident Technical College's staff. Specifically their
25 Chief of Police, Mario Evans. And we learned that

1 there were numerous safety violations that were never
 2 reported to the Board from the current management of
 3 the school.

4 **Q. And will you please turn to page 2 of this document.**

5 A. Yes.

6 **Q. What type of safety violations are we talking about?**

7 A. Well, from a college standpoint, we're looking at
 8 Clery reportable violations, and I don't know if the
 9 Board is familiar with the Clery Act, but it is an act
 10 that requires all colleges and universities to report
 11 incidents that are of serious nature in a public
 12 report. For a small community college to have over 20
 13 Clery reportable incidents is detrimental, because
 14 parents and students, potential students, will go to a
 15 college's Clery Report to see how safe the campus is.
 16 And if I, as a parent, would go to a Clery report, and
 17 see that there were arrests, trespassing, sexual
 18 assault, verbal altercations, I would think twice
 19 about sending my child to that school. But, that's an
 20 administrative issue for the college. On the flip
 21 side, why are our students being subjected to these
 22 types of violations? They should be able to come
 23 somewhere that is safe for them, because so many of
 24 them are coming from a place in life where they are
 25 not safe, and they don't feel secure and open to

1 education. They should not have to be putting up with
2 these kinds of things. And furthermore, the Board
3 should have been notified.

4 **Q. Was Acceleration Academies managing CAA's operations**
5 **at this time?**

6 A. Yes, they were, and the Director was Erin Franey. And
7 the Assistant Director was Dan Miller. And according
8 to Chief Evans, they were aware and received incident
9 reports of many of these violations.

10 **Q. Did Acceleration Academies report these violations to**
11 **the Board?**

12 A. They did not.

13 **Q. How did CAA ultimately address this situation?**

14 A. We pretty much knew that from Dr. Thornly's letter it
15 was either shape up or ship out. And it was very
16 important that we remained on the Trident Technical
17 College campus because we wanted our students to see
18 college students that look like them, were their same
19 age, came from a lot of similar backgrounds; to see
20 that someday that could be them. We actually, the
21 Board met and we determined that this was not
22 acceptable and so we moved to exercise our right,
23 according to our Charter, to terminate the EMO based
24 on serious safety violations.

25 MR. NORTON: Objection. CAA is barred from taking this

1 position in this proceeding based on res
2 judicata. I'd be glad to --

3 CHAIRMAN PAYNE: Can you say that in English?

4 MR. NORTON: Res judicata.

5 CHAIRMAN PAYNE: And that means?

6 MR. NORTON: It means because it has already been
7 adjudicated through an arbitration proceeding
8 which has been affirmed by a Federal Court that
9 that's not what occurred as a matter of fact,
10 which means it did not occur as a matter of law.
11 They cannot take a contrary position to that
12 finding of law, that judgement, that's been
13 entered in this proceeding.

14 MR. TURNER: CAA believes that there are factors other
15 than their performance that are causing all of us
16 to be here today. And all of this information
17 supports that. We are going to walk through it
18 and present our case, why we believe we are here
19 today. This will be, this is the only revocation
20 hearing that's been had so we have to address why
21 we believe we're here at a revocation hearing.

22 MR. CARROLL: Is Tab 15 the judgment that you're
23 talking about?

24 MR. NORTON: Which --

25 MR. CARROLL: The District's, Tab 15. Award of

1 Arbitrator.

2 MR. NORTON: Yes. It is the award of the Arbitrator,
3 of course that's been affirmed -- hold on. That
4 might not be the right one. I'll have to take a
5 second. It's actually based on the Order in the
6 Western District of North Carolina.

7 MR. CARROLL: Tab 14.

8 MR. NORTON: Tab 14. There have been subsequent court
9 rulings as well, but all of them find the same
10 thing, that the alleged safety violations were
11 pretextual. That's what the Arbitrator found,
12 it's affirmed in Federal District Court. They
13 cannot take a different position now. They were
14 a pretense to terminate the EMO. They can't now
15 come in here in this court and take a different
16 position than what the Arbitrator already found,
17 they appealed to the District Court and said
18 otherwise. They are precluded under res judicata
19 from re-litigating those same set of facts.

20 MR. TURNER: This is the only revocation hearing CAA
21 has ever had, and they have the opportunity to
22 present why they believe they are here today.

23 MR. PRITCHARD: May I? The doctrine of res judicata
24 has no applicability to this situation
25 whatsoever. The question was what action did you

1 take. She testified to what action she took.
 2 What the legal implications of that were
 3 subsequently in the arbitration ruling have zilch
 4 to do with the question and the action that they
 5 took. Res Judicata has no applicability
 6 whatsoever.

7 CHAIRMAN PAYNE: We will affirm the court rulings and
 8 the arbitration rulings, but I'll let you enter
 9 it into the record. You can proceed.

10 MR. CARROLL: Tyler, what he's saying is we've got the
 11 Federal Court Order and the Arbitration Order,
 12 it's already in the record. So that's, we're,
 13 this agency is bound by that. But if you have a
 14 presentation, the Chairman is saying go ahead.

15 BY MR. TURNER:

16 **Q. When CAA decided to terminate AA immediately, did CAA**
 17 **address that with the District?**

18 A. Yes.

19 **Q. How did CAA go about doing that?**

20 A. I don't recall the exact course of events, other than
 21 we did notify the district that we would be exercising
 22 our right to do that, to terminate with the EMO.

23 **Q. Do you recall if CAA requested a Charter Amendment.**

24 A. We did.

25 **Q. And do you recall if the District's offer to hear**

1 **CAA's request for a charter amendment?**

2 A. I can't recall.

3 (CAA EXHIBIT NO. 25 WAS INTRODUCED
4 FOR THE RECORD (15 pages) Meeting
5 Agenda/minutes)

6 **Q. Would you please turn to Exhibit 25. Which is in CAA
7 Volume 1.**

8 A. Yes.

9 **Q. And what is this document?**

10 A. It's an agenda for a meeting on November 14, 2019.

11 **Q. And is CAA on that agenda?**

12 A. Yes.

13 **Q. What does it say on the agenda about CAA?**

14 A. It says Charleston Acceleration Academy termination of
15 EMO contract presented by Elliot Smally.

16 **Q. Can you turn the page to the next document. What is
17 this document?**

18 A. This represents the minutes from November 14, 2019.

19 **Q. And is CAA included in the minutes?**

20 A. Yes. It is.

21 **Q. And what was decided regarding CAA?**

22 A. It says South Carolina Connections Academy Transfer
23 Request. Dr. Callicut moved to approve the South
24 Carolina Connection, oh I'm sorry it's the wrong one.
25 Sorry. Excuse me. My error. Please don't pay

1 attention to that. Here we go. Charleston
2 Acceleration Academy termination of EMO contract. Mr.
3 Miller moved to delay amendment and "maintain the
4 status quo" as of November 14, 2019. Mr. Payne
5 seconded and the motion carried unanimously.

6 **Q. Do you recall what that meant as a practical matter,**
7 **maintaining the status quo?**

8 A. Yes. It meant that our vendor, Acceleration
9 Academies, would remain as management of the school
10 until the end of its contract, which was April of
11 2020.

12 **Q. And was CAA required to pay AA for that additional**
13 **time?**

14 A. Yes. We were.

15 **Q. Do you recall any conversations with the District at**
16 **that time about student health and safety?**

17 A. Yes.

18 **Q. And what do you recall about that?**

19 A. That we were very concerned that these incidents were
20 happening and we had no knowledge of it.

21 **Q. Did AA ultimately seek money for that additional time**
22 **they were required to --**

23 A. Yes. They did.

24 **Q. Do you recall how much money they were seeking from**
25 **CAA?**

1 A. They were originally seeking somewhere near \$1
 2 million, but I think there was an issue with their
 3 failure to timely file for a Federal grant so that
 4 reduced that amount down to \$830,000. Approximately.

5 **Q. And that was the Order that was referenced what was**
 6 **CAA was required to pay as a result of maintaining the**
 7 **status quo?**

8 A. Yes, sir.

9 (CAA EXHIBIT NO. 20c WAS
 10 INTRODUCED INTO THE RECORD (
 11 pages) Transcript Exhibit C)

12 **Q. Please turn to CAA Exhibit 20c.**

13 A. Yes.

14 **Q. Have you had a chance to look at this document?**

15 A. Yes. I have seen this document.

16 **Q. And what is this document?**

17 A. This is a document from Joseph Wise, principle owner
 18 of Acceleration Academies, to Elliot Smally, who was
 19 the Superintendent at the time. It's cc'd to David
 20 Sundstrom, who is Joseph Wise's partner and to Mr.
 21 Erik Norton, who is counsel for the District.

22 **Q. And what is the date of this email?**

23 A. Tuesday, November 12, 2019.

24 **Q. And what is the subject of this email?**

25 A. Attorney client privilege: CAA.

1 Q. Will you please turn to the second page of this email.

2 A. Yes.

3 Q. Do you see the number 2?

4 A. I do.

5 Q. Will you please read the first sentence after the
6 number 2.

7 A. We will get well prepared to present a proposal to be
8 considered for a fast track charter approval
9 consideration so we can get ready to receive kids and
10 staff when the CAA plan implodes.

11 Q. And this was two days prior to the District Board
12 hearing on CAA's charter amendment request to remove
13 AA from its Charter?

14 A. That is correct.

15 Q. What is being communicated in that sentence?

16 A. From my own personal interpretation?

17 Q. Yes.

18 A. My own personal interpretation is that our authorizer
19 and our management company are working together to
20 destroy CAA.

21 Q. At that time were you aware that there were private
22 communications labeled as privileged between Joey
23 Wise, David Sundstrom, Elliot Smally and Erik Norton?

24 A. I was not aware of it.

25 Q. What is a charter school's revenue based on?

1 A. Per student. Head count.

2 **Q. Now how much money does AA charge charter schools that**
 3 **it works with.**

4 A. 85 percent of the revenue.

5 **Q. Do you know if Joey Wise and David Sundstrom are**
 6 **involved in any companies other than AA?**

7 A. Absolutely. A quick Google search will reveal that.

8 **Q. What companies are you familiar with?**

9 A. ERDI. SUPES Academy. Atlantic Research Partners.

10 Right off the top of my head that's what I know.

11 **Q. What do you know about those companies and their**
 12 **business practices?**

13 A. I know that by researching them that they are all for-
 14 profit, privately held business. I know that there
 15 has been a lot of questioning about the ethics of
 16 their practices, and it's published. You can find it.

17 (CAA EXHIBIT NO. 30 WAS INTRODUCED
 18 INTO THE RECORD (18 pages) News
 19 Articles RE: Wise and Sundstrom)

20 **Q. Will you please turn to CAA Exhibit 30.**

21 A. Is that in Book 2?

22 **Q. Sorry that's in Volume 2, yes.**

23 A. Okay. I'm ready.

24 **Q. Are you familiar with the documents in this exhibit?**

25 A. Yes. I am.

1 Q. What is the first document in the exhibit?

2 A. This is a document that was published in the Island
3 Packet, which is a Beaufort County publication. And
4 it's entitled Former Beaufort County Superintendent
5 Ordered to Pay \$7,000 after Second SC Ethics
6 Investigation. And the date of the article is
7 November 29, 2019.

8 Q. Okay, what is the name of the former Superintendent
9 Beaufort County mentions in the article?

10 A. Jeff Moss.

11 Q. Do you see in the second paragraph it refers to the
12 controversial Educational Research and Development
13 Institute?

14 A. Yes.

15 Q. And what do you know about that organization?

16 A. That it is a private, for-profit business held by
17 Joseph Wise and David Sundstrom.

18 Q. The same Joseph Wise and David Sundstrom that operate
19 Acceleration Academies?

20 A. That's correct.

21 Q. Will you please read the paragraph that begins, The
22 commission found and let me know when you're for
23 questions.

24 A. I'm ready.

25 Q. Is it your understanding that ERDI paid the Beaufort

1 County Superintendent \$17,100?

2 A. That's what's stated, yes.

3 Q. Will you please turn to the second page. And read the
4 paragraph that begins, Since December 2017 and let me
5 know when you're ready?

6 A. I'm ready.

7 Q. Do you know they US Attorneys Office was issuing
8 subpoenas related to ERDI?

9 A. Because of questionable, unethical activity by ERDI.

10 Q. Please turn to the next article in this exhibit.

11 A. Yes.

12 Q. What is this article?

13 A. It is from FITSNews and it's entitled Former SC
14 Superintendent Under FBI Investigation Can Keep
15 Educator License SCDE rules. And it's dated August
16 14, 2020 by Mandy Matney.

17 Q. Please turn to the second page. Please read the
18 paragraph that begins Moss is currently being
19 investigated and let me know when you're ready for
20 questions.

21 A. I'm ready.

22 Q. Do you know why the FBI was investigation the Beaufort
23 County Superintendent?

24 A. Yes, because of his involvement with ERDI.

25 Q. Please turn to the next document in Exhibit 30.

1 A. Yes.

2 **Q. What is this document?**

3 A. This is a document that was made before the South
4 Carolina State Board of Education and it is a consent
5 order of public reprimand in the matter of the
6 disciplinary action of the educator certificate of
7 Jeffrey Charles Moss.

8 **Q. And what is the date of this document?**

9 A. March 23, 2020.

10 **Q. Under the findings of fact, can you read the first**
11 **four sentences and let me know when you're ready to**
12 **ask questions.**

13 A. I'm ready.

14 **Q. What is your understanding of what's going on here?**

15 A. It's my understanding that Dr. Moss entered into a
16 consent order with the South Carolina State Ethics
17 Commission to be permitted to keep his educator
18 certificate but admit to the ethics complaint that
19 involved Dr. Moss' employment as a consulting faculty
20 member for ERDI while still employed as a
21 Superintendent of the Beaufort County School District.

22 **Q. Will you please turn to the next document in Exhibit**
23 **30.**

24 A. Yes. It is an article published by Jeff Bryant in
25 Salon. It's published September 20, 2019 and it's

1 entitled School Leadership Disaster: Private Companies
2 Work an Insider Game to Reap Lucrative Contract. Our
3 schools discovered an intricate web of business that
4 reap lucrative school contracts funded by public
5 taxes.

6 **Q. Will you please turn to the second page. Do you see**
7 **the section that begins From Retail Store to Mega-**
8 **mall.**

9 A. Yes.

10 **Q. Have you read that section before?**

11 A. I have read this section before?

12 **Q. Do you see where it says that Joey Wise and David**
13 **Sundstrom were previously ousted from their jobs at**
14 **the Duvall County Florida School District due to**
15 **alleged serious misconduct?**

16 A. Yes.

17 **Q. Do you know any details about that?**

18 A. I do know that Duvall County is the largest school
19 district in Florida. I know that they were ousted
20 because of serious misconduct. And that they have
21 been associated with other businesses, such as the
22 SUPES Academy.

23 **Q. This section From Retail Store to Mega-mall goes on**
24 **for the first few paragraphs on the next page. Have**
25 **you had an opportunity to read that before?**

1 A. Yes.

2 **Q. What's your understanding of what's being discussed**
3 **here?**

4 A. It's talking, the general gist of it, is that it's
5 talking about how superintendents were being recruited
6 into -- I don't know what's the best way to put this.
7 They brought together school administrators and
8 vendors to help companies improve their products and
9 services that they offered to the school systems. But
10 what was essentially happening was they were bringing
11 school superintendents and introducing them to the
12 SUPES product line while they were actually going to
13 be the very people that were going to be granting the
14 contracts.

15 **Q. Will you please turn to the next article in Exhibit**
16 **30.**

17 A. Yes.

18 **Q. What is this document?**

19 A. This concerns ERDI paying school admin to review ed
20 productions that those admins could then purchase.
21 And it's by Mercedes Schneider and it is dated January
22 15, 2018.

23 **Q. Will you please turn to page 3.**

24 A. Yes.

25 **Q. And do you see the paragraph that begins the story of**

1 **ERDI becomes more complicated?**

2 A. Yes.

3 **Q. Will you please read from there to the end of the page**
4 **and let me know when you're ready.**

5 A. Okay.

6 **Q. What's your understanding of the concerns being**
7 **presented here?**

8 A. There is concern about one, the multitude of
9 Sundstrom-Wise corporations that have been
10 established. There are also concerns about past
11 controversies with these particular organizations.
12 And the biggest concern to me is that it discusses the
13 SUPES Academy, which was a training program for
14 principals and superintendents that was part of a
15 multi-million dollar kickback scandal that actually
16 sent one school administrator, Barbara Bird Bennet, to
17 prison for seven years.

18 **Q. Please turn back to Exhibit 20c.**

19 A. Yes.

20 **Q. And what is this exhibit?**

21 A. This is the exhibit of the letter to attorney-client
22 privilege CAA.

23 **Q. And flip to page 2.**

24 A. Yes.

25 **Q. Look at number 2. You had no idea what was being**

1 **discussed here at any point in 2019, correct?**

2 A. Absolutely not. I would have been incensed.

3 (CAA EXHIBIT NO. 24 WAS INTRODUCED
4 INTO THE RECORD (10 pages)
5 Emails)

6 **Q. Will you please flip to Exhibit 24. CAA Exhibit 24.**

7 A. Yes.

8 **Q. And what is this exhibit?**

9 A. This is an email from Scott Winburn who is the Deputy
10 General Counsel for the South Carolina DOE, and it is
11 sent to Katie Hartzog, Mr. Norton, Mr. Sundstrom,
12 Mr. Faunce, yourself, our Board Chair Nadine, John
13 Regal, who was legal counsel, Chris Griner and Taylor
14 Fultcher. And it is, subject matter is AA vs. CAA
15 payment for September and October 2019.

16 **Q. And I'm sorry if I missed it, but what did you say the
17 date of this article was?**

18 A. December 30, 2019.

19 **Q. And what is your understanding of what was happening
20 here?**

21 A. At the time, the District elected to withhold our
22 funding from the State.

23 **Q. Why did they withhold CAA's funding?**

24 A. I think that because they wanted to withhold the
25 funding to pay AA.

1 Q. Do you know who from the District made that decision
2 to withhold CAA's funding?

3 A. I believe it was Mr. Norton. No. Excuse me. Sorry.
4 Nothing personal. It would have been a Board
5 decision.

6 Q. Was the District ultimately able to withhold CAA's
7 funds?

8 A. No. They were not.

9 Q. And why not?

10 A. Because they were ordered from the DOE that if they
11 did not release the funds that there would be
12 consequences for them.

13 Q. Please turn to CAA Exhibit 31, which is in Volume 2.

14 A. Okay.

15 Q. What is this document?

16 A. This is an application for Acceleration Education
17 Academy.

18 Q. And has this school since changed its name?

19 A. Yes. It has.

20 Q. And do you know what the current name of the school
21 is?

22 A. Charleston Advancement Academy.

23 Q. I'm sorry?

24 A. Oh, I'm sorry. I'm looking at the wrong thing.
25 Excuse me. Yes, it is Low Country Acceleration

1 Academy. Excuse me.

2 **Q. And if I refer to Low Country Acceleration Academy as**
 3 **LAA, will you know who I'm referring to?**

4 A. Yes.

5 **Q. Do you know which sponsor this application was**
 6 **submitted to?**

7 A. South Carolina Public Charter School District.

8 **Q. Do you when it was submitted?**

9 A. It appears to have been submitted February 12, 2020.

10 **Q. Do you know if the District approved this application?**

11 A. They did, and the school is now open. Less than two
 12 miles away from us.

13 **Q. Do you know submitted this application on behalf of**
 14 **Low Country Acceleration Academy?**

15 A. I do. Amy Mims.

16 **Q. And do you know what her position was with Low Country**
 17 **Acceleration Academy?**

18 A. She was a founding Board member.

19 **Q. You are a Board member of CAA, is that correct?**

20 A. I am.

21 **Q. And are you a public officer in your position as Board**
 22 **member of CAA?**

23 A. I'm not sure.

24 **Q. Okay.**

25 A. Am I?

1 Q. Do you know if Ms. Mims still serves in the position
2 as this school's Board Chair?

3 A. No she does not, as far as I know.

4 (CAA EXHIBIT NO. 20e WAS
5 INTRODUCED INTO THE RECORD (
6 pages) Transcript Exhibit E)

7 Q. Do you know when she left that position? If you'll
8 flip to CAA Exhibit 20. 20(e).

9 A. Oh yes, I've seen this.

10 Q. What is this document?

11 A. This is a Insider Snapshot of Success that is
12 published on Acceleration Academies' website.

13 Q. And what is the date of this document?

14 A. September 2020.

15 Q. Do you see the box that says New Hire section down
16 below that?

17 A. I do.

18 Q. Do you recognize any of the names on there?

19 A. I do. I recognize Amy Mims who is now listed the
20 Executive Director of Product Development and Partner
21 Success.

22 Q. So is it your understanding that months after the LAA
23 charter application was submitted, the founding Board
24 Chair went to work directly for Acceleration
25 Academies?

1 A. That's correct.

2 Q. Please turn back to Exhibit 31, which is the LAA
3 charter.

4 A. Okay.

5 Q. Do you know what grade levels LAA supposedly serves?

6 A. Yes. Ninth, tenth, eleventh and twelfth.

7 Q. And do you know what type of students LAA supposedly
8 serves?

9 A. The very same students we serve.

10 Q. And how far away from CAA's campus is LAA?

11 A. I drive this route every day; it's less than two
12 miles.

13 Q. Less than two miles?

14 A. Correct.

15 Q. Please turn to page 103.

16 A. Yes.

17 Q. What is this document?

18 A. This is a student enrollment projection for LAA.

19 Q. And what was the total enrollment that LAA was
20 projecting for the 22/23 school year?

21 A. 500 students.

22 Q. 500 students. Do you know how many students LAA
23 currently serves?

24 A. Approximately 170.

25 Q. And does LAA work with an EMO?

1 A. Yes. They do.

2 Q. And which EMO is that?

3 A. Acceleration Academies.

4 Q. Will you please turn to page 56.

5 A. Okay.

6 Q. Will you please the second paragraph and let me know
7 when you're ready for me to ask questions.

8 A. I'm familiar with this. Yes. I'm ready.

9 Q. Is it your understanding that 85 percent of LAA's
10 revenue will go to Acceleration Academies pursuant to
11 the Charter?

12 A. Yes.

13 (CAA EXHIBIT NO. 28 WAS INTRODUCED
14 INTO THE RECORD (pages)
15 Transcript)

16 Q. Please turn to Exhibit 28, which is in Volume 2.

17 A. Yes.

18 Q. Please review this document and let me know when
19 you're ready. Dr. Combs do you know what this
20 document is?

21 A. It is an arbitration hearing document.

22 Q. And do you know, was there a second arbitration in
23 North Carolina?

24 A. Yes. There was.

25 Q. What was that related to?

1 A. That was related to, I believe, if you could refresh
 2 my memory, an incident that occurred March, April of
 3 2019, 2020. When we lost services at the school.

4 **Q. Is that your recollection?**

5 A. Yes.

6 **Q. Do you recall if CAA brought any claims against AA**
 7 **related to that?**

8 A. Yes.

9 **Q. And do you recall how AA responded?**

10 A. Slowly.

11 **Q. Do you know if AA brought any claims against CAA in**
 12 **response?**

13 A. I don't recall.

14 **Q. Do you know if AA was seeking money for CAA in this**
 15 **arbitration?**

16 A. I believe so.

17 **Q. Do you recall who AA called as any witnesses at this**
 18 **arbitration?**

19 A. One particular witness stood out.

20 **Q. Who was that?**

21 A. That was Mr. Norton.

22 **Q. And who asked Mr. Norton to testify at that**
 23 **arbitration?**

24 A. David Sundstrom.

25 **Q. Against CAA?**

1 A. I found it odd that someone who is supposed to be
 2 supporting us and endorsing us would be testifying
 3 against us.

4 **Q. How was CAA's relationship with the district before**
 5 **CAA terminated AA?**

6 A. It was fine. It was good. We were happy.

7 **Q. How was CAA's relationship with the District after CAA**
 8 **sought to terminate AA?**

9 A. Adversarial would be putting it nicely.

10 **Q. Please turn to Exhibit 25.**

11 CHAIRMAN PAYNE: Dr. Combs, when you speak, can you
 12 speak up into the microphone more. Dr. Pope is
 13 having trouble hearing you.

14 DR. COMBS: Okay. Can she hear me now?

15 CHAIRMAN PAYNE: Thank you.

16 **Q. Please turn to page 7.**

17 A. Mr. Turner did you say 25, section 25?

18 **Q. Exhibit 25. CAA Exhibit 25, page 7.**

19 A. Are you referring to the agenda from January 19, 2023?

20 **Q. Yes. Is CAA on this agenda?**

21 A. Yes. It is.

22 **Q. Does the word revocation appear anywhere on this**
 23 **agenda?**

24 A. It does not.

25 **Q. Did you have any notice prior to January 19, 2023 that**

1 CAA's Charter might be considered for revocation?

2 A. I did not.

3 Q. Have you seen the video of the recording of the
4 District's Board meeting on January 19, 2023?

5 A. I've watched it several times.

6 Q. Can we go ahead and play CAA Exhibit 10 and we can
7 start at the 2 hour 2 minute and 40 second mark. I'd
8 be glad to say that again, if that's helpful.

9 CHAIRMAN PAYNE: Mr. Turner, just as a reminder it's
10 4:30.

11 Q. 2 hours, 2 minutes and 40 seconds. I don't think we
12 are at the right place. Is this Exhibit 10?

13 (Video plays)

14 Q. Dr. Combs, did it appear to you that when Mr. Butcher
15 read his reasons to revoke the charter he was reading
16 from a piece of paper?

17 A. Absolutely. It appeared scripted. Excuse me, yes.

18 Q. Did you hear Mr. Payne comment that this didn't start
19 just yesterday, it didn't last year, it didn't start
20 the year before that, it didn't start the year before
21 that. It started four years ago?

22 A. Yes.

23 Q. What was four years ago?

24 A. 2019 when we attempted to remove our EMO.

25 Q. Did you hear the comment that the District has bent

1 over backwards to help the school?

2 A. I did.

3 Q. Did the District help CAA remove AA from its Charter
4 when CAA sought to do so for student health and safety
5 reasons?

6 A. Much to the contrary.

7 Q. Did the District provide CAA with timely funding under
8 State law?

9 A. No.

10 Q. Did the District's legal counsel testify against CAA
11 at a proceeding in North Carolina?

12 A. Yes.

13 Q. Did the District prohibit a competitive charter school
14 from opening two miles down the road?

15 A. They did not.

16 Q. Did District representatives plan with Joey Wise and
17 David Sundstrom to redirect CAA students and the funds
18 that follow them to LAA?

19 A. Yes.

20 Q. Is the four minutes of video that we just watched the
21 entirety of the District's communications,
22 conversations and discussions with CAA regarding the
23 revocation of CAA's charter in the days, weeks, months
24 and years leading up to January 19, 2023?

25 A. Yes.

1 Q. What should the District's Board decide to do today
2 and why?

3 A. I believe that the District Board should really strive
4 to make the right decision. And personally I do not
5 feel that revocation is the right decision. We have
6 demonstrated success in the throws of the battle year
7 after year. And we're in it for the right reasons.
8 We're seeing children and young adults that are
9 becoming successful and I think that the school has
10 well presented the evidence that we are not being
11 measured correctly or held to the correct standards or
12 even compared to other AECs within a two mile radius
13 of us. This is a place for these young adults to
14 become someone, to feel good about themselves, to be
15 contributing members of society. And I feel in my
16 heart and in my mind that revocation could be the
17 worst possible thing for these students. Instead, why
18 don't we work together to make things better. I'm
19 willing to do anything that will help save this
20 school. I'm a volunteer. I have a full-time job. I
21 have five children. But you know what, I still find
22 the time and I find a place in my heart to really,
23 really want the right thing for these kids. I don't
24 want any political wrangling or behind-the-scenes
25 deal-making. I just want the right thing. Please,

1 please find it in your hearts to make the right
 2 decisions and to work with the Board to serve what all
 3 our collective purpose is: to help these kids get a
 4 high school diploma. Thank you.

5 MR. TURNER: Thank you Dr. Combs. No more questions.

6 CROSS-EXAMINATION

7 BY MR. NORTON:

8 **Q. Good afternoon Dr. Combs.**

9 A. Hi Mr. Norton.

10 **Q. You've been on the school's Board since its founding,**
 11 **right?**

12 A. Close to the founding, yes.

13 **Q. Close to the founding. It wasn't initially CAA, isn't**
 14 **that true?**

15 A. Right, it was not.

16 **Q. It was initially called what?**

17 A. Charleston Acceleration Academies.

18 **Q. It was actually something before that.**

19 A. That was before my time.

20 **Q. That was before your time?**

21 A. I do believe, yes.

22 **Q. So you were around when it was Pathways in Education**
 23 **SC?**

24 A. No, that's when I was coming in on the very tail end
 25 of that and was not a voting Board member then? I

1 believe.

2 Q. You were at Trident Tech at that time?

3 A. That's correct. I've been there since 1982.

4 Q. And I believe that's right. And I beleive you were
5 assisting the founding committee of that initial
6 school, Mr. Ducker, to try to locate some facility
7 space when they were in Pathways in Education group,
8 is that true?

9 A. I don't recall that. I know having initial
10 conversation with Mr. Ducker because he got passed off
11 to me, but --

12 Q. Okay. This is some time ago, so I --

13 A. It was. And the original encounter that I had with
14 Acceleration Academies was I met with Mr. Ducker, Ms.
15 Deif and Mark Graves from Acceleration Academies.

16 Q. Okay. So do you know what happened with Pathways?

17 A. I do not.

18 Q. You know that ultimately Pathways and school parted
19 ways, would that be fair to say?

20 A. That's my general understanding.

21 Q. In fact, Pathways terminated the contract with school,
22 isn't that right?

23 A. I can't attest to that.

24 Q. Okay. You don't know that?

25 A. No.

1 Q. And in fact, I think you do know this because I think
2 this is when you were coming on. When Pathways left,
3 the school was left without a management company and
4 again, with a charter that it could not fulfill.
5 You're aware of that, right?

6 A. Generally.

7 Q. And so the school had to make a decision about what it
8 needed to do to open on pretty short notice. Do you
9 recall that?

10 A. Vaguely.

11 Q. And the decision the school made was to hire
12 Acceleration Academies, isn't that right?

13 A. I would say yes.

14 Q. You were on the Board that voted to hire Acceleration
15 Academies weren't you?

16 A. I don't recall.

17 Q. Did you recently participate in an election at CAA?

18 A. I was -- I didn't actually -- you mean as a voting
19 participant? No.

20 Q. As a candidate.

21 A. As a candidate, yes.

22 Q. And there approximately 139 votes cast in that
23 election?

24 A. I believe that's correct?

25 Q. And you got nine votes, isn't that right?

1 A. Yes.

2 **Q. And you were not elected on to the Board through that**
 3 **election process were you?**

4 A. No. I was not.

5 MR. NORTON: I don't have any other questions.

6 CHAIRMAN PAYNE: Are there any questions from the
 7 Board?

8 EXAMINATION

9 BY MS. MOSTELLER:

10 **Q. Are you serving on the Board now?**

11 A. Yes, ma'am.

12 **Q. So what was your route back from nine to being elected**
 13 **on the Board.**

14 A. There is a way that members can be, I guess the word
 15 is nominated, to the Board. Or appointed, excuse me.
 16 The word is appointed to the Board by the Board
 17 members, the sitting Board members.

18 **Q. And how does that compare with being elected to the**
 19 **Board, in terms of equity of that process, one versus**
 20 **the other?**

21 A. I can't speak to the equity of the process. I just
 22 understand the process, that there are different types
 23 of seats on our Board. There are elected and
 24 appointed seats. Elected is of course elected by the
 25 parents and students and appointed can be done by

1 sitting Board members.

2 Q. And let me ask you this, did your election, the
3 process of going through an election, and then the
4 process of going through an appointment happen in the
5 same time frame?

6 A. Yes, generally.

7 Q. So in other words, if I was there in audience I would
8 have seen you receive this many votes and not get on
9 the Board but then in the same evening, you would have
10 been appointed to the Board?

11 A. No. It was not that soon. And all of our voting was
12 done electronically through an independent voting
13 service. And then there was a subsequent Board
14 meeting after that, and that's when I was appointed to
15 the Board.

16 Q. Also, I think, I'm just speaking for myself, there's
17 been a lot of emphasis on AA nationally and I'm very
18 familiar with the issues there. In my opinion I'm
19 very familiar with it. And I see concerns about those
20 things that are in print in papers across the country,
21 from Beaufort to Florida to Chicago.

22 A. Yes.

23 Q. But I don't necessarily --

24 MS. MOSTELLER: I'm able to speak freely?

25 CHAIRMAN PAYNE: Yes.

1 Q. I don't necessarily see your issues as problems with
2 national AA. Because when I walk in here today and
3 here the first person go to that mic who is a father
4 of a student and expose apparently what are big,
5 significant dynamic issues in the governing local
6 leaders of this, of AA, I think there are real issues
7 right on the ground. There are issues in Chicago, in
8 my opinion, but to me that's not what I'm hearing the
9 most here today. When I hear a father stand up and
10 question how things -- he loves what it's doing for
11 his son, but there are issues here. That's what it
12 seems to me. And so I think a lot of today has been
13 about trying to translate this issue of Chicago or
14 wherever Sundstrom and ERDI and all those guys that
15 did that stuff in Beaufort County and in Jacksonville,
16 I'm, you know, I'm disturbed by what they've done.
17 But I am also disturbed by the local dynamics that
18 apparently are being what I'm -- have I investigated
19 it to a degree? No, but people are walking up to a
20 podium and saying these things. It's interesting that
21 if you wouldn't win an election, and I know you're
22 such a competent person, by an electoral process then
23 you're appointed. That has to create consternation or
24 some questions within the local entity of this. I
25 will also say, this is just my impression -- am I okay

1 to say -- that our initial effort with, especially
2 with new leadership under Chris Nealy. Who can't get
3 along with Chris Nealy, I can't say enough about the
4 heart that came in to this District when this man
5 assumed the superintendency.

6 A. We have no issue with Mr. Nealy.

7 Q. Yeah. He's outstanding.

8 A. He is.

9 Q. But there are issues here to me, locally, within your
10 organization that need, that apparently need
11 addressing.

12 A. And I don't disagree with that.

13 Q. And so to me, it's not about Chicago, it's about
14 what's going on right there, on that campus.

15 A. You're correct, and --

16 Q. And a lot of time today was spent about things that
17 are distant. And also it's my perception that some of
18 our efforts went initially with the CAA after the
19 contract was released or terminated that it's my
20 impression that the District was simply trying to have
21 a stop gap measure of continuance of some consistency
22 so the school could at least continue to function
23 until a replacement EMO was put in place. That is my
24 opinion on what was happening. Not that we were
25 trying to pressure. And I will also say to you, and

1 Mr. Attorney for us, Mr. Attorney, stop me if it's
2 inappropriate, that the record would also show that
3 when I we were on Zoom during Covid and Acceleration
4 Academy, the new one, now Low Country, what is it?

5 A. LAA?

6 Q. Yeah, yeah. When they were in their application, I
7 questioned them significantly. Ms. Mims. And I asked
8 her point blank are you trying to start, because I
9 know you work for Mr. Sundstrom.

10 A. Correct.

11 Q. I know in Chicago. Are you trying to start a
12 franchise here and then I reiterated that when they
13 came back to us for an Acceleration Academy in Myrtle
14 Beach.

15 A. Uh-huh.

16 Q. Because I saw, is this what is happening. I don't
17 know if this is what's happening, but it rose to the
18 level of my thinking that it was worthy of a question
19 or worthy of throwing that out there -- that idea out
20 there. So I see different dynamics that play a part
21 in this quilt.

22 A. Uh-huh.

23 Q. But to me one of the strongest is, when a father stood
24 up and said what he said about the local governance
25 and the atmosphere of what is happening, which I'm not

1 **there to know, I have concerns about that. I have**
2 **concerns about that. At the local level, which is not**
3 **about Chicago.**

4 A. May I address that? May I address your comments?

5 **Q. Uh-huh.**

6 A. It only takes one person to say one bad thing to make
7 it an issue. There are many other parents, myself
8 included, that have been very, very pleased with the
9 school and the strides that we have made. We've had
10 some difficult times. I think we have probably the
11 best leadership team that we could possibly assemble
12 to help us get through this. And you know, that's one
13 person's view. And I'm sorry that he's disgruntled
14 but obviously the school is helping him. And what I
15 want more than anything is for us to work collectively
16 so that that dad doesn't have to stand up there and
17 say what's going to happen to my kid.

18 **Q. That's not the only -- I've seen it certain other**
19 **places -- yeah.**

20 A. And that's not the only issue and I understand that.
21 But I don't think that revocation is the answer. It's
22 not the answer. It's cutting off your arm as I
23 believe someone testified earlier. It's not serving
24 the people that we have been entrusted to serve.

25 **Q. I'm not trying to say revocation is or is not the**

1 **answer.**

2 A. Right, I know.

3 **Q. I just saw this as the appropriate time for me to**
4 **relay concerns I have about what's on the ground.**

5 A. Oh yes. Absolutely. I'm not saying that we don't
6 have --

7 **Q. On Rivers Avenue.**

8 A. -- a lot of work to do. We do have a lot of work to
9 do. But I think we have the perfect team assembled
10 now to get that work done. We just need your support.

11 **Q. Well one thing I will say, especially, this has not**
12 **been an issue here but, I always am asking schools**
13 **when we charter them now, please listen to the**
14 **parents. Please listen to the parents. And that's**
15 **what I think is critical here, to listen to these**
16 **parents. They are telling you important things**
17 **because they are invested the most, because the people**
18 **they love are walking through your doors.**

19 A. Absolutely. And I am one of those parents. I am one
20 of those parents, and I'm happy to say that my son
21 graduated ahead of his GR9 cohort and is completing
22 his Bachelors degree in cyber security in two and a
23 half years. That's what the school did for him.

24 **Q. He's got your genes.**

25 A. Yes. But he had a truancy issue.

1 MS. MOSTELLER: Thank you, Mr. Chairman.

2 EXAMINATION

3 BY CHAIRMAN PAYNE:

4 Q. I want to follow up on that. So your son went to the
5 school, but you were talking, I think you called it
6 Clear or Cleo or some type of report. If you knew
7 that there was these potentially dangerous situations
8 going on with the school, why did you let your son go
9 to the school?

10 A. First of all I wasn't aware of these Clery Act --

11 Q. You just said the parents check these out before they
12 allow their children to go to school.

13 A. I work there. He rode to school with me every day.
14 My office was 20 steps away from where he was in
15 school. I love my college. I'm a dedicated educator
16 and I believed that was the right place for him at
17 that time. And obviously he's going to be a
18 productive multiplier member of society.

19 Q. One other question, or two other questions. I want to
20 follow up on what Cyndi said. Who was the other Board
21 member who was not elected and was appointed?

22 A. Ms. Deif.

23 Q. Okay. And she's now your chair?

24 A. Correct.

25 Q. Do you hold an officer position?

1 A. I do. I'm Secretary.

2 Q. Okay. Last question. And I believe the auditor
3 earlier, we had a document and they addressed this,
4 but we've got documentation that Ms. Deif has access
5 to your bank accounts on her phone. Just like this.
6 And while nothing's happened at this point, does it
7 concern you as a Board member that one person has
8 unilateral access and authority to do whatever they
9 want? I'm not saying that anything has happened, but
10 potentially someone could hit a few keys and transfer
11 millions of dollars anywhere they wanted. Does that
12 not concern you?

13 A. Ms. Deif is not the only one who can make financial
14 transactions. We have a committee that signs off on
15 everything and double checks --

16 Q. No that's not the point. There's unilateral access.
17 So it could be done, I'm not saying it has been done.
18 I'm not saying it will be done.

19 A. Right.

20 Q. But there's potential that it could be done.

21 A. There's a potential that your bank account could be
22 hacked no matter where.

23 Q. That's true, but that's an outside entity. That's not
24 someone on the inside with this access.

25 A. Are you --

1 Q. Does the Board know that individuals have this
 2 individual access and can transfer funds as they see
 3 fit? Does your Board know this?

4 A. I don't know. You'd have to ask them.

5 Q. You don't discuss financial issues with the Board?

6 A. Yes. Yes. But I never saw that as an issue.

7 Q. But you don't know if your Board knows that someone
 8 can transfer \$3.5 million?

9 A. Of course. Of course, anybody can embezzle money. Or
 10 transfer money. Or do whatever they wish.

11 Q. Okay. All right.

12 A. But I would like to point one thing out. There was a
 13 question about the amount of money that we have in our
 14 account and we have that amount of money because we're
 15 not paying 85 percent of that money to an EMO. So if
 16 you took our \$4 million and you took 85 percent of it
 17 away, that's what we would actually have to spend.

18 Q. Okay. Thank you.

19 A. Thank you very much.

20 CHAIRMAN PAYNE: Thank you. It's almost 5 o'clock. If
 21 you'd like to go ahead, you've each got 15
 22 minutes to make your closing arguments. And you
 23 can choose who goes first.

24 MR. NORTON: Thank you Mr. Chair. It's been a long
 25 day. I'll be brief. I hope I haven't been

1 saying it wrong, Mr. Askew referred to the
2 school's data being in a Gordian Knot. I hope
3 I've got the story right. I believe the Gordian
4 Knot is one that you couldn't untie, right? You
5 couldn't find the ends, and nobody could untie.
6 And somebody will correct me. Probably John
7 Payne, Alexander the Great, was it Alexander the
8 Great, used a sword and just cut through the
9 knot. He couldn't find the end and finally
10 realized it didn't really matter whether you
11 untied it or how you untied it, at some point you
12 just have to undo the knot. Well Mr. Askew is on
13 to something here. We've got a Gordian Knot and
14 we just need to cut the knot. It's been six
15 years in the making, and every time we pull on an
16 end it just gets tighter. It just gets worse.
17 We started out this morning with a quote from the
18 newspaper from one of CAA's own faculty members
19 saying that none of this is in the best interest
20 of the kids. And nothing I've heard today
21 changes my mind about that for sure. None of
22 this is in the best interest of kids. What you
23 heard today is testimony that may have suggested
24 that a graduation rate should move this way or
25 that way, one bit or another. But you have not

1 heard anybody say that CAA is meeting its charter
2 goals. You have not heard anyone say, with any
3 definitive testimony, that they even knew if they
4 could. All you heard is from their expert that
5 says, their charter goals, which is the second
6 time they developed charter goals, under this
7 District, are completely misaligned with their
8 mission. The Gordian Knot needs to be cut.
9 Sometimes when things are wrong, they're just
10 wrong. That's the beauty of the Charter world.
11 It's the sad part of the Charter world. But we
12 are not caught in an endless cycle of failure.
13 Remember when this started, in November of 2020.
14 Not in 2019, in '18. We had a different
15 Superintendent, most of you weren't even here.
16 Some of them were with different schools doing
17 different things. It started in 2020.
18 Acceleration Academies has not been involved in
19 this school at all during the period that we're
20 talking about. At all. None. You saw the video
21 at the beginning of the day today, we have
22 documentation in the record. This Board gave the
23 CAA Board, in November 2020, essentially carte
24 blanche to develop their own goals and set their
25 own benchmarks. Not only have they not met the

1 few benchmarks that they set, but they didn't
2 even bother setting most of them. They didn't
3 even follow up. And Mr. Chairman, you'll
4 remember -- I remember your angst. It took
5 almost a year from November of 2019 to November
6 of 2020 to even get the Charter Amendment done
7 because of lack of follow-up. Lack of attention
8 to detail. Lack of ability to govern. And
9 nothing has changed since 2020. I'm sure
10 people's hearts are in the right place. There's
11 no doubt about it. But sometimes that's not
12 enough. Sometimes you have to have the capacity
13 to execute on what you feel in your heart. And
14 sometimes it's time to say enough. This school
15 has had ample opportunity, you've heard a lot of
16 talk about a revocation review. You won't find
17 any reference to a revocation review anywhere in
18 the Charter that I have. Anywhere in the
19 contract. You will find a reference to sanctions
20 snort of revocation, which this District
21 exercises, prior to allowing a school to amend
22 its charter. You will find that there is a two-
23 year period of allowing this school to try to fix
24 the situation it was in, as of November 2020.
25 And this Board had every right when presented

1 with information that showed it was in a Gordian
2 Knot, to sever that knot. That's what the
3 Charter Act requires it to do. The Charter Act
4 says you must revoke the school when it's not
5 meeting its goals. This is not a first-year
6 school or a second-year school like some of these
7 comparable schools that its been talking about.
8 This is a school in year six. Year six. They're
9 four years away from renewal, and they are again,
10 like you heard at the very beginning this
11 morning, shifting blame, denying blame, moving
12 blame. They're doing everything except
13 acknowledging the failure that has occurred. And
14 that's not to say that every student there is a
15 failure or every staff member there is a failure.
16 There have been successes at that school,
17 clearly. But that's not enough for the
18 investment of money and time that's there for the
19 students that have not been served. Because
20 every student has not been successful, as we've
21 heard today, unfortunately. We heard from CAA's
22 own staff, there have been lost students, there
23 are truant students, the data is a mess, they
24 aren't able to track some of the students. It's
25 not for lack of desire, I'm sure, but they're

1 just not able to do it. And they haven't done it
2 after six years. You heard from Mr. Payne early
3 this morning about the Department's experience in
4 Williamsburg and Timmonsville and some of these
5 places. Places that have continued for
6 generations. Charter schools don't have to do
7 that. You're in year six, they've had an
8 opportunity, after opportunity, after opportunity
9 to prove that they can do it. They haven't done
10 it. And it's time to sever the knot. The
11 District's staff asks you to uphold your decision
12 and revoke the Charter as of June 3, 2023. Thank
13 you.

14 MR. TURNER: Ladies and gentleman of the South
15 Carolina Public Charter School District and Board
16 of Trustees. You are public officers of the
17 State. You've been appointed by the Governor of
18 South Carolina, Speaker of the House of
19 Representatives and the President of the Senate.
20 You've been entrusted with fulfilling fiduciary
21 duties of your office, which include the duties
22 of following the law, ensuring the District
23 follows the law, and ensuring that public funds
24 are not used for improper private purposes. The
25 question before you now is this: has the District

1 fulfilled its legal duties as necessary. To shut
2 down an alternative education campus serving at-
3 risk, minority drop-out students and helping them
4 graduate from high school and obtain diplomas.
5 Let's talk about that. I told you this morning
6 that there were several questions you were going
7 to need to answer at the end of the day today.
8 First one was, did the District evaluate CAA's
9 performance as required by the Alternative
10 Education Campus statute? Section 59-40-111(f),
11 which is the AEC statute, describes how sponsors
12 must evaluate alternative education campuses.
13 There are two requirements. AECs are to be
14 evaluated according to the academic performance
15 standards established by written agreement that
16 take into account the school's specialized
17 mission and student population. And AECs are to
18 be evaluated in comparison to nationally norm
19 data of schools that serve similar subsets of
20 students. Were those two requirements satisfied
21 by the District? The answer is no. You've heard
22 lots of testimony that CAA's charter goals do not
23 take into account CAA's specialized mission and
24 student population as required by the AEC
25 statute. CAA is willing to work with you to

1 revise those goals, which will not only set a
2 good a precedent for CAA but for all AECs in
3 South Carolina to come. CAA and the District
4 both have a responsibility to get that part of
5 the application right. By statute, it's an
6 agreement between two parties. It's a contract.
7 Both parties have a responsibility to do that,
8 and CAA is willing to work with you to do that.
9 The Transfer Request Report for the District
10 Board on January 19, 2023 did not include any
11 analysis of whether CAA's students graduated with
12 their 5 year cohort or return to school the
13 following year, a goal in CAA's charter. It
14 didn't include any analysis of whether CAA's
15 students who did not graduate with their four
16 year cohort returned to school the following
17 year, a goal in CAA's charter. In sum, the
18 District did not evaluate CAA on performance
19 standards in CAA's charter, that align with CAA's
20 specialized mission. With respect to the second
21 metric of evaluation under the AEC statute, the
22 Transfer Request Report before the District Board
23 on January 19, 2023 did not include any attempt
24 to compare CAA's performance with any schools in
25 South Carolina or any schools in other States

1 that serve a similar subset of students,
2 specifically students that have dropped out of
3 high school or are at risk of dropping out of
4 high school. The Transfer Request Report was the
5 only information before the Board on January 19,
6 2023 when the vote was taken to revoke CAA's
7 charter. In sum, the District did not comply
8 with the AEC evaluation statute prior to voting
9 for the revocation of CAA's charter. Your vote
10 today will tell students and families at CAA,
11 that public officials appointed to your offices
12 that you believe it is important for the District
13 to evaluate an alternative education campus
14 serving at-risk, minority drop-out students, as
15 required by law, prior to revoking its charter.
16 Second question. Did the District require CAA to
17 develop and execute a corrective action plan
18 before voting to revoke CAA's charter. Section
19 59-40-50 of the Charter School's Act, Section 3.
20 1 and 6 of the CAA's Charter Contract required
21 the District to take appropriate corrective
22 action before exercising sanctions short of
23 revocation in response to apparent deficiencies
24 in school performance, including requiring the
25 school to develop and execute a corrective action

1 plan within a specified time frame.
2 Superintendent Neeley's most recent evaluation of
3 CAA didn't mention revocation at all; didn't
4 require a corrective action plan. You heard Mr.
5 Payne testify this morning that he thought there
6 was a corrective action plan in the Transfer
7 Request Report, but when asked further about that
8 he conceded there was. In the days, weeks,
9 months and years leading up to January 19, 2023,
10 the District never informed CAA that it was
11 considering revoking CAA's charter. The District
12 never required CAA to develop or execute a
13 corrective action plan. Your vote today will
14 tell students and families that CAA and public
15 officials appointed to do believe that it is
16 important for the District to offer a corrective
17 action plan to alternative education campus
18 helping at-risk, minority drop-out students in
19 getting their diplomas before you vote to revoke
20 their charter. Question three: did the District
21 implement revocation review process with CAA as
22 it has done in the past for other schools? The
23 District is required to treat CAA and its
24 students equally to other schools, including
25 those that serve primarily white students. The

1 District is required not to discriminate against
2 CAA in all aspects, including revocation
3 procedures. You heard testimony this morning
4 about the District's Transfer Request Report and
5 the District's transfer policy approved by the
6 District Board therein. That transfer request
7 policy specifically states that the District has
8 a revocation review process and that schools who
9 are in revocation review are not eligible to
10 request a transfer to another sponsor. When CAA
11 requested transfer to another sponsor, there was
12 no mention that they were in revocation review.
13 Your vote today will tell students and families
14 of CAA and the public officials that appointed
15 you that you believe it is important for the
16 District to treat all students equally, not
17 discriminate against any schools or students
18 based on protected characteristics, to offer a
19 revocation review process to all schools before
20 you vote to revoke their charter. Question four:
21 Did the District comply with the South Carolina
22 Freedom of Information Act when voting to revoke
23 CAA's charter? Section 34-80(a) of the Freedom
24 of Information Act requires that any public body
25 post an agenda of regularly scheduled meetings at

1 least 24 hours before those meetings occur. If a
2 public body wants to amend the agenda they can do
3 so up to 24 hours prior to the meeting, otherwise
4 they are required to make a motion during the
5 meeting and take a vote, and have a finding of
6 emergency or exigent circumstances to amend that
7 agenda and it requires that two-thirds vote of
8 the public bodies do so. The District posted an
9 agenda for January 19, 2023. The agenda didn't
10 include the word revocation. The District Board
11 did not make any motion to amend the agenda to
12 include revocation of CAA's charter. The
13 District didn't make any finding of emergency or
14 exigent circumstances. CAA and its community had
15 no notice, none, that the District Board planned
16 to consider revoking CAA's Charter on January 19,
17 2023. It simply doesn't comply with the South
18 Carolina Freedom of Information Act. Section 34-
19 15 of the Freedom of Information Act states it is
20 vital in a democratic society that public
21 business be performed in an open and public
22 manner so that citizens shall be advised of the
23 performance of public officials in that decision
24 that are reached in public activity and in the
25 formulation of public policy. On January 19,

1 2023, the District Board went into executive
2 session for over an hour with its legal counsel
3 who today is arguing that CAA's charter should be
4 revoked, and then returned to open session.
5 After considering the transfer request, Mr.
6 Butcher, reading off a sheet of paper and looking
7 at the direction of Mr. Norton, made a surprise
8 motion to revoke CAA's charter. Mr. Payne
9 seconded. The District Board had a four minute
10 public discussion of little substance, most of
11 which was disproven by the testimony you heard
12 today and then voted to revoke CAA's charter. Is
13 the public business of the District conducted in
14 open session on that item? You all as public
15 officials hold yourself to the standard of the
16 law. Your vote today will answer that question.
17 Have you, as publically appointed trustee to the
18 District offered CAA due process as required by
19 the law. The Fourteenth Amendment to the United
20 States Constitution states that no state shall
21 deprive any person of life, liberty or property
22 without the due process of law. Article 1,
23 Section 22 of the State Constitution states that
24 a party shall not be subject to the same person
25 for both prosecution and adjudication. As you

1 heard several times today, the District staff
2 made no recommendation to revoke CAA's charter.
3 That motion was made by the Board sua sponte and
4 today the District Board is adjudicating its
5 prior motion to revoke CAA's charter. That
6 simply doesn't comply with due process. CAA has
7 significant concerns about what is really
8 happening here. Was all the relevant information
9 available to you on January 19, 2023 prior to the
10 surprise vote to revoke CAA's charter? Did you
11 fully consider and discuss all of your legal
12 obligations on January 19, 2023? Or was your
13 action hurried as suggested by Ms. Mosteller? If
14 you didn't fully consider and discuss your legal
15 obligations, why did that not happen? What was
16 driving you to revoke CAA's charter with no
17 evaluation of CAA's performance under the AEC
18 law, no request that CAA develop and execute a
19 corrective action plan, with no recommendation
20 from your superintendent, with no revocation
21 review process, with no mention of revocation on
22 the board meeting agenda, with very little
23 substantive discussion in public session, without
24 due process. What drove that hurried action?
25 You've heard about the story of CAA and how CAA's

1 relationship with the District changed at the
2 same times its relationship with Acceleration
3 Academies changed. Unknown to CAA at that time,
4 and likely unknown to most or all of the District
5 board at that time, two days before the District
6 board was scheduled to hear CAA's request to
7 amend its charter and remove AA, Joey Wise, David
8 Sundstrom, Elliot Smally and Erik Norton
9 communicated privately about AA's plans. On
10 November 12, 2019, Joey Wise sent an email to
11 Smally, Sundstrom and Norton labeled
12 attorney/client privilege: CAA. The email stated
13 we'll get well prepared to present the proposal
14 to be considered for a fast track charter
15 approval consideration so we can get ready to
16 receive kids and staff when the CAA plan
17 implodes. What does that mean? It means there
18 was a plan. A plan for Accelerations Academies
19 to open a new a new charter school, just like
20 CAA, right next to CAA so that CAA's students can
21 be redirected to AA's new school. What follows
22 CAA's students? Dollars. Public dollars. Tens
23 of millions of public dollars over the life of
24 the school's charter. Tens of millions of public
25 dollars that AA is entitled to 85 percent of.

1 Who operates AA? Joey Wise and David Sundstrom.
2 A month later, in December of 2019, the District
3 withheld CAA's State funding in violation of
4 State law, ensuring that there would be money to
5 pay AA. Whose idea was that? The District
6 changed course only when the State Department of
7 Education threatened to fine the District for
8 withholding CAA's funds in violation of State
9 law. In early 2020, Amy Mims, new Board Chair of
10 LAA, and a public officer submitted to the
11 District a charter application to fast-track open
12 a new charter school right next to CAA. Just
13 like Joey Wise, David Sundstrom, Elliot Smally
14 and Erik Norton wrote about on November 12, 2019.
15 The application for the new school that
16 eventually became known as LAA, stated that 85
17 percent of the school's revenue would go to
18 Acceleration Academies, a private, for-profit EMO
19 operated by Wise and Sundstrom. I hear a -- I
20 want to be respectful of everyone's time.

21 CHAIRMAN PAYNE: Go ahead and finish your thought.

22 MR. TURNER: The District Board voted to approve the
23 fast-track application and a few months later Ms.
24 Mims resigned from her office and went to work
25 directly for AA. March of 2020 AA was still

1 managing CAA pursuant to the District's
2 maintaining status quo order, despite the fact
3 that AA was setting up a new school two miles
4 away, planning with the District's Superintendent
5 and legal counsel, to steal away CAA's students.
6 When Covid hit, Acceleration Academies shut down
7 CAA's technology program so CAA couldn't operate.
8 That ended up in an arbitration in North
9 Carolina. During that arbitration, District's
10 counsel testified for AA against CAA at the
11 request of David Sundstrom. After LAA opened, it
12 struggled to enroll students. LAA's charter
13 application, you've heard from several people
14 today, states that it will serve 500 hundred
15 students in its second year. LAA is hundreds of
16 students short of that projection, and millions
17 of dollars short of the projected revenue. In
18 the days, weeks, months and years leading up to
19 January 19, 2023, there was no mention of
20 revoking CAA's charter, no mention of revocation
21 in Superintendent Nealy's most recent annual
22 evaluation, no requirement for CAA to develop and
23 execute a corrective plan, no revocation review
24 process, no recommendation for revocation from
25 the Superintendent, no mention of revocation on

1 District's Board meeting agenda on January 19,
2 2023. In the Board meeting on January 19, 2023,
3 Chairman Payne stated, and I quote, this didn't
4 start yesterday, didn't start last year, didn't
5 start the year before that, didn't start the year
6 before that. It started four years ago.
7 Chairman Payne was exactly right. This started
8 in 2019 with the written plan to redirect CAA's
9 students and the public funds that follow them to
10 AA. Most of you or all of you didn't know
11 anything about that plan on January 19, 2023,
12 when you voted to revoke CAA's charter. But now
13 you know it, and now you're responsible for it as
14 public officials of the State of South Carolina
15 appointed by the Governor, the Speaker of the
16 House and the President of the Senate. All of
17 you have a responsibility to understand who Joey
18 Wise and David Sundstrom are, to learn about
19 their business practices, not just with AA but
20 with ERDI and Atlantic Research Partners,
21 understand what they reportedly did in Beaufort,
22 South Carolina with former Superintendent of
23 Education, to learn about what they reportedly
24 did in Florida, Tennessee, Ohio, Pennsylvania,
25 Maryland, Louisiana, Illinois. I know you think

1 CAA's Board members, or at least some of them,
2 can be difficult. I do too. Your job and the
3 issues before you today are more important than
4 that. This is about at-risk, minority drop-out
5 students potentially losing their best
6 opportunity to obtain a high school diploma.
7 It's about an attempt to redirect tens of
8 millions of dollars of public funds to
9 Acceleration Academies, just as planned in
10 writing on November 12, 2019. You need to
11 understand all the aspects of what's happening
12 here. You need to understand the District's
13 legal obligations before you think about taking
14 away educational opportunities for these students
15 and families. You owe that to CAA's community.
16 You owe that to Governor, the Speaker of the
17 House, the President of the Senate who put you in
18 the seats you're sitting in. I know it's not an
19 easy job. I appreciate your willingness to serve
20 and uphold the values of this state and its
21 citizens. I'm confident that you will fulfill
22 your obligations as public officers of this
23 state. Thank you.

24 CHAIRMAN PAYNE: Thank you. I believe we need to have
25 an executive session. I'll need a motion and a

1 second to go into executive session to receive
 2 legal advice.

3 MS. MOSTELLER: So moved.

4 MR. GILCHRIST: Second.

5 CHAIRMAN PAYNE: All in favor please say aye. We'll go
 6 into executive session to receive legal advice
 7 from counsel.

8 (Executive session was held from 5:22 to 6:03 pm)

9 CHAIRMAN PAYNE: Okay. We need a motion to come out
 10 of executive session and go back into public
 11 session.

12 DR. STRICKLAND: I'll make that motion.

13 MR. MILLER: Second.

14 CHAIRMAN PAYNE: All right. All in favor of coming
 15 back into public session, please say aye.

16 BOARD: Aye.

17 CHAIRMAN PAYNE: Okay. Just for the record, Dr. Pope
 18 has dropped off and she's no longer a participant
 19 in the meeting. Yes. During executive session,
 20 we received legal counsel and no votes were
 21 taken. At this point, we'll need a motion to
 22 proceed.

23 MR. BUTCHER: Mr. Chair, I'd like to make a motion.

24 This is Jonathan Butcher, trustee, on the phone.

25 CHAIRMAN PAYNE: Thank you. Yes, I can hear you

1 MR. BUTCHER: Okay. So I'd like to make a motion that
 2 this board affirm the vote on January 19 of 2023
 3 revoking the charter of CAA.

4 CHAIRMAN PAYNE: Is there a second?

5 MR. PAGE: Second.

6 CHAIRMAN PAYNE: Okay. There's a motion on the table
 7 and a second. Is there any board discussion?
 8 Having none, I'll call the vote. And I'd like a
 9 roll call, Mr. Secretary.

10 MR. PAGE: Mr. Butcher?

11 MR. BUTCHER: Yes.

12 MR. PAGE: Mr. Butcher votes yes. Mr. Gilchrist?

13 MR. GILCHRIST: Yes.

14 MR. PAGE: Mr. Gilchrist votes yes. Mr. Miller?

15 MR. MILLER: Yes.

16 MR. PAGE: Mr. Miller votes yes. Ms. Mosteller?

17 MS. MOSTELLER: I'm abstain.

18 MR. PAGE: Ms. Mosteller abstains. Mr. Page votes yes.

19 Mr. Payne?

20 CHAIRMAN PAYNE: Yes.

21 MR. PAGE: Mr. Payne votes yes. Dr. Pope, not voting.

22 Dr. Strickland?

23 DR. STRICKLAND: Yes.

24 MR. PAGE: Dr. Strickland votes yes. With a vote of
 25 six in favor and one abstention, the motion

1 passes, Mr. Chairman.

2 CHAIRMAN PAYNE: Thank you. Seeing as we have no
3 other items on our agenda, I'd like to have a
4 motion to adjourn.

5 MR. GILCHRIST: So moved, Mr. Chairman.

6 MR. MILLER: Second.

7 CHAIRMAN PAYNE: All in favor, please say aye.

8 BOARD: Aye.

9 CHAIRMAN PAYNE: We're adjourned.

10 Further deponent sayeth not.

11 (There being no further questions, the hearing
12 concluded at 6:05 p.m.)

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CERTIFICATE OF REPORTER

I, KATHRYN BOSTROM, COURT REPORTER AND NOTARY PUBLIC
 IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY
 CERTIFY THAT I REPORTED THE WITHIN HEARING THE 11th DAY OF
 MAY, 2023, THAT THE WITNESSES WERE FIRST DULY SWORN BY ME
 AND THAT THE FOREGOING 273 PAGES CONSTITUTE A TRUE AND
 CORRECT TRANSCRIPTION OF MY STENOMASK REPORT OF SAID
 HEARING.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR
 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE
 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY
 INTERESTED IN SAID CAUSE.

I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT
 WAS THEREAFTER SEALED BY ME AND DELIVERED TO ERIK NORTON,
 135 COLUMBIA AVENUE, CHAPIN, SOUTH CAROLINA, WHO WILL
 RETAIN THIS SEALED ORIGINAL TRANSCRIPT AND SHALL BE
 RESPONSIBLE FOR FILING SAME WITH THE COURT PRIOR TO TRIAL
 OR ANY HEARING WHICH MIGHT RESULT IN A FINAL ORDER ON ANY
 ISSUE.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS
 9TH DAY OF JUNE, 2023.

Kathryn Bostrom

KATHRYN B. BOSTROM, COURT REPORTER

MY COMMISSION EXPIRES AUGUST 23, 2032

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