



Charter School Contract

Section One: Introduction and Recitals

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

- 1.1 Reference to the South Carolina Charter Schools Act. WHEREAS, the South Carolina General Assembly has enacted the South Carolina Charter Schools Act, S.C. Code Ann. §§59-40-10, and following, for certain purposes as enumerated in S.C. Code Ann. §59-40-20.
- 1.2 Reference to the submission date of the charter application. WHEREAS, on February 1, 2017, an Application was submitted by the planning committee of the School for formation of a public charter school as a school of the Sponsor.
- 1.3 Reference to approval date. WHEREAS, on April 6, 2017, the Sponsor approved the School's charter application and granted the School a charter ("Charter") for an initial term of ten years; NOW THEREFORE, in consideration of the foregoing recitals and the mutual understandings and covenants contained herein, the Parties agree as set forth below.
- 1.4 Reference to previous agreement(s). The Charter and the Charter application along with all attachments and exhibits thereto are incorporated into this agreement by reference.

Section Two: Establishment of School

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

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

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

it failure to comply with the conditions and timelines outlined in the Pre-Checklist or failure to participate in the pre-opening visit constitutes a breach of the Agreement and is grounds for revocation of the Charter.

Local Relationship

roles, powers, and performance expectations.

n. §59-40-40 (4), the Sponsor is the School's Local Education Agency (LEA) and the local LEA.

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

ditional industry standards of quality charter schools and shall authorize and approve practices consistent with those standards;

In accordance with the terms of the Contract, the performance and legal/fiscal review of the School to include collecting and analyzing data to support ongoing monitoring according to the Contract;

require oversight activities that enable the Sponsor to fulfill its responsibilities under the law, including conducting appropriate inquiries and investigations, only if such activities are consistent with the law, adhere to the terms of the contract, and do not inhibit the autonomy granted to public charter schools;

In accordance with S.C. Code Ann. 59-40-140(H), an annual report from the School to the report to the South Carolina Department of Education (SCDE) by the date required by the SCDE.

School of perceived problems when its performance or legal/fiscal compliance is not satisfactory and provide a reasonable opportunity for the school to remedy the problem unless the problem warrants immediate revocation and revocation timelines.

appropriate actions and exercise sanctions short of revocation in response to poor School performance or legal/fiscal compliance. These actions or sanctions shall require the School to develop and execute a corrective action plan within a specified timeframe;

viii. permanently close the School at the conclusion of the school year should the School receive the lowest performance level rating as defined by the federal accountability system for three consecutive years in accordance with 59-40-1.10(E).

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

- i. School records including but not limited to student cumulative files, policies, and files related to special education and related services;
- ii. Financial records;
- iii. Records related to School's educational program including but not limited to curriculum, testing, discipline, special education, student life, extracurricular activities and the like;
- iv. Personnel records, including but not limited to evidence of credentials and qualifications;
- v. Evidence that criminal background checks of all school personnel have been conducted prior to hiring;
- vi. School's operations, including, but not limited to, health, safety and occupancy requirements; and
- vii. The Sponsor may make announced or unannounced visits to inspect the facility, interview personnel, or otherwise fulfill its oversight responsibilities.

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

3.2 School responsibilities, roles, powers, and performance expectations

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

A. **Records.** The School agrees to comply with all federal, state, and Sponsor record-keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the Sponsor's student information system (SIS). In addition, the School shall ensure that records for students enrolling in other schools

are transferred in a timely manner. Financial records shall be posted in accordance with the South Carolina Accounting Handbook, the Funding Manual, and the South Carolina Audit Guide published by the SCDE and reconciled at least monthly.

- B. **Access to records.** The School shall maintain all records, including but not limited to those referenced in this Section and Section 3.1(B) of this Contract, at the School. School records shall be open to inspection, audit and review upon request by Sponsor and at no cost to Sponsor (except for the reasonable cost of copying if required by Sponsor), and except as may be limited by applicable state and federal laws, statutes and regulations.
- C. **Notification provided to the Sponsor.** The School shall immediately, and in no event longer than ten days, provide written notice to the Sponsor (and other appropriate authorities) in the following situations:
- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;
 - ii. Any complaints filed against the School by or with any governmental agency or in any court of law;
 - iii. Conditions that may cause it to vary from the terms of this Contract, applicable Sponsor requirements, federal, and/or state laws, statutes, and regulations;
 - iv. Any circumstance requiring the lockdown of the School or the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - v. The arrest of any members of the board of the School or School employees for a crime punishable as a felony or any crime related to the misappropriation or theft of funds;
 - vi. Misappropriation of funds;
 - vii. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - viii. Any change in its corporate status with the South Carolina Secretary of State's Office as a non-profit corporation;
 - ix. Any material change in insurance coverage;
 - x. Any change to the membership of the board or any changes to officers and directors;
 - xi. Any change to school administration; and
 - xii. Any changes in the by-laws of the nonprofit corporation.
- D. **Academic achievement.** The School shall meet the performance standards and expectations as defined in the Charter and Contract, as measured by performance frameworks or similar models as may be adopted by the Sponsor. In accordance with SBE Regulation 43-601, the School also

shall demonstrate that student academic achievement is improving and shall provide evidence of increased student academic achievement for all students.

- E. **Indemnification.** Pursuant to S.C. Code Ann. §59-40-60(F)(14) and SBE Regulation 43-601, the School shall assume the liability for the activities of the School and agrees to indemnify and hold harmless the Sponsor, its servants, agents, and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to persons or property or otherwise that arises out of the act, failure to act, or negligence of the School, its agents and employees, in connection with or arising out of the activity of the School.
- F. **Insurance.** The School must maintain liability insurance in accordance with S.C. Code Ann. §59-40-60(F) (15) and SBE Regulation 43-601. A current Certificate of Insurance shall be provided upon request by Sponsor.
- G. **Compliance reporting.** As set forth in S.C. Code Ann. §59-40-50(B), the School shall adhere to the same health, safety, civil rights, and disability rights requirements as are applied to all statewide public schools. Accordingly, the School shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below and must be in the form required by Sponsor.
- i. The School shall annually provide the District with an Annual Report by December 31. In accordance with S.C. Code Ann. §59-40-140(H), the report shall include all information required by the Sponsor and/or the SCDE and shall include, at a minimum: 1) the number of students enrolled in the School from year to year; 2) the success of students in achieving the specific educational goals for which the School was established; 3) an analysis of achievement gaps among major groupings of students in both proficiency and growth; 4) the identity and certification status of the teaching staff; 5) the financial performance and sustainability of the School; and 6) School board performance and stewardship, including compliance with applicable laws.
 - ii. The School shall provide the District with a copy of its annual independent audit by the due date as determined by the Sponsor.
 - iii. The School shall maintain accurate and up-to-date student records in the SIS as determined by the Sponsor. Data supplied to the Sponsor shall fulfill all federal and state reporting requirements and deadlines. Data and documents submitted to the Sponsor shall be in formats compatible with those used by the Sponsor and approved by the Sponsor. The School shall employ or contract for appropriately qualified staff to maintain student records in the SIS. Said staff shall participate in data management training provided by the Sponsor and demonstrate competencies in data management as prescribed by the Sponsor.
 - iv. By June 15th of the first calendar year of operation and each subsequent calendar year, the School shall provide the Sponsor with a school calendar setting forth the days the School will be in session.
 - v. By July 1st of each calendar year, the School shall provide the Sponsor with its emergency/safety plan and submit the report required by the Department of Health and Environmental Control (DHEC) at the same time it is submitted to DHEC and in accordance

in its articles of incorporation and the Charter.

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

Section Six: School Enrollment and Demographics

- 6.1 **School grade levels.** *In accordance with its Charter, which is expressly incorporated by reference, the School will serve students in grades Kindergarten-Fifth for its first year of operation. The School will add one grade each subsequent year until it is serving grades Kindergarten-Eighth in year four of operation. The School shall not be permitted to modify the grade levels it serves without prior written approval of the Sponsor.*
- 6.2 **Student demographics.** *School demographics are expected to be similar to that of the local school district in which the School is located or of the targeted student population as set forth in the Charter, differing by no more than twenty percent.*
- 6.3 **Maximum and minimum enrollment.** *The School may not exceed the projected enrollment as set forth in the Charter without express written permission of Sponsor. The Sponsor may limit enrollment to less than the projected enrollment amount based on available funding or school performance.*
- 6.4 **Eligibility for enrollment.** *Enrollment in the School shall be open to any child who resides within the state and is eligible to attend public school, subject to space limitations. The School shall admit students in accordance with S.C. Code Ann. §59-40-50(B)(7) and as permitted or required by state and federal statutes, laws and regulations. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Charter. In all cases, student recruitment and enrollment decisions shall be made without regard to race, color, creed, national origin, sex, religion, ancestry, and disability.*
- 6.5 **Enrollment procedures, priority enrollment, and dates of the enrollment period.** *The School shall follow enrollment procedures as set forth in the Charter and as permitted or required by state and federal statutes, laws and regulations. In accordance with S.C. Code Ann. §59-40-55(A)(10), the School shall notify the Sponsor of its enrollment procedures and dates of its enrollment period no less than sixty (60) days prior to the first day of each enrollment period.*
- 6.6 **Admission policies and procedures, including lottery procedures.** *The School shall follow the admission and lottery procedures as set forth in the Charter and as permitted or required by state and federal statutes, laws, regulations, and Sponsor policy. Any decision to deny admission to a student may be appealed to the Sponsor, as set forth in §59-40-50(C)(1).*
- 6.7 **Discipline and expulsion procedures.** *The School shall follow discipline and expulsion procedures as set*

- 7.8 English language learners. *The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to progress academically. The School shall adhere to the Sponsor's procedures for identifying, assessing, and exiting English language learners.*
- 7.9 Homeless, Migrant and Foster Care Students. *The School shall provide staff, resources and support to homeless, migrant and foster care students as required by Sponsor policy, state law and federal law.*
- 7.10 State Mandated Testing. *The School shall ensure that all requirements for testing mandated by state or federal governments are met for each enrolled student.*

Section Eight: Financial Matters

- 8.1 Budget. *The School must use the same budget codes as are required of school districts in the State. The budget shall be based on documented SCDE estimated revenues in accordance with the allocations in S.C. Code Ann. § 59-40-140(A)-(C). The School shall establish and maintain a positive ending net asset balance at the end of each fiscal year as evidenced in its audited financial statements as well as adequate operating reserves in order to avoid possible financial hardships. For purposes of calculating the net asset balance, deficit credits shall be included as a liability on the balance sheet of the School. When determining the reserve amount, the School shall take into account such factors as the School's mission and long-term strategy, current and future commitments and day-to-day operating costs. On or before April 30th of each year, the School shall submit to the Sponsor the School's proposed budget for the upcoming school year, with the School's final budget submitted to the Sponsor by July 31st.*
- 8.2 Audits. *Pursuant to S.C. Code Ann. §59-40-50(B)(3), the School shall adhere to the same financial audits, audit procedures, and audit requirements as are applied to all other public schools. Sponsor may audit School records at any time. In addition, the School shall obtain at its expense and submit to the Sponsor an independent annual audit from a qualified auditing or accounting firm of all financial records. The audit and its findings shall be submitted in hard and electronic copy to the Sponsor by November 1 of each year for inclusion in the Sponsor's report to the SCDE. The School shall provide the Sponsor with contact information of the School's auditor (i.e. name, address, phone numbers and email address).*
- 8.3 Revenues. *The School shall record revenues in accordance with the South Carolina Department of Education's Accounting Handbook and Funding Manual.*
- 8.4 Disbursement of per pupil revenue. *The Sponsor shall provide 100 percent of the per pupil state revenues to the School minus the following: no more than two percent of the total state appropriations to cover the costs of overseeing the charter school, as provided by law, and deductions for purchased services and/or expenditures of the charter school that are paid at the Sponsor level.*
 - A. *Pursuant to S.C. Code Ann. §59-40-140(B), the District shall receive and distribute state funds to the School as provided by the General Assembly on a monthly basis beginning in July of the School's fiscal year of operations.*
 - B. *Pursuant to S.C. Code Ann. §59-40-140(C), the Sponsor shall during the School's fiscal year of operation, as received, and to the extent allowed by federal law, distribute to the School federal funds which are allocated to the Sponsor on the basis of the number of special characteristics of the students attending the School. These amounts must be verified by the SCDE before the first disbursement of funds.*

General Assembly for any fiscal year, any provision of this Contract to the contrary notwithstanding. The Parties further agree that the Sponsor has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

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

Section Nine: Personnel

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

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

- 12.3 Criteria for renewal, nonrenewal, and revocation.** *The Sponsor must revoke or not renew the School's Charter for any of the grounds provided by S.C. Code Ann. §59-40-110 (C), as they exist now, or may be amended. In accordance with S.C. Code Ann. §59-40-110(D), the Sponsor may summarily revoke the School's Charter if it determines that the School poses an imminent threat of harm to the health or safety of students, or both, based on documented and clear and convincing data.*
- 12.4 Criteria for automatic closure.** *In accordance with S.C. Code Ann. §59-40-110(E), the School shall automatically and permanently close at the conclusion of the school year in which the School first becomes subject to automatic closure for receiving the lowest performance level rating as defined by the federal accountability system for three consecutive years beginning with student achievement data from the 2013-2014 school year. The determination of closure is final and the School does not have the right to a notice or a hearing if the criteria for automatic closure is met.*
- 12.5 Revocation/nonrenewal and hearing procedures.** *In accordance with S.C. Code Ann. §59-40-110(F), at least sixty days before not renewing or terminating a charter school, the Sponsor shall notify in writing the School board of the proposed action. The notification shall specify the grounds for the proposed action in reasonable detail. Pursuant to S.C. Code Ann. §59-40-110(H), the School board may request in writing a hearing before the sponsor within fourteen days of receiving notice of nonrenewal or revocation of the Charter. Failure of the School board to make a written request for a hearing within fourteen days must be treated as acquiescence to the proposed action. Upon receiving a timely written request for a hearing, the sponsor shall give reasonable notice to the School board of the hearing date. The Sponsor shall conduct a hearing before taking final action. The Sponsor shall take final action to renew or to revoke a Charter by the last day of classes in the last school year for which the charter school is authorized.*
- 12.6 School-initiated dissolution.** *Pursuant to S.C. Code Ann. §59-40-115, the School may terminate its contract with the Sponsor before the ten-year term of contract if both Parties agree to the dissolution. Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor given at least ninety days before the end of the school year. The School shall make every effort to provide notice of ten months to the Sponsor to allow families to take advantage of any available school choice enrollment dates.*
- 12.7 Return of property.** *Pursuant to S.C. Code Ann. §59-40-120, upon dissolution of the School, the School assets may not inure to the benefit of any private person. Any assets obtained through restricted agreements with a donor through awards, grants, or gifts must be returned to that entity. All other assets shall become the property of the Sponsor. Dissolution shall be deemed to occur as of the effective date of revocation or non-renewal as determined by the vote of the District Board, without regard to any appeal that may follow the District Board's vote.*

Section Thirteen: General Provisions

- 13.1 Entire agreement/amendments.** *This Agreement constitutes the entire agreement between the Parties*

SOUTH CAROLINA PUBLIC CHARTER
SCHOOL DISTRICT

By: _____

Its: _____

Superintendent

BETTIS PREPARATORY LEADERSHIP ACADEMY

By: _____

Its: _____

Chairman

Attachment

Pre-Opening Conditions