

South Carolina Public Charter School District Agreement

This Agreement is a contract between the South Carolina Public Charter School District, (hereinafter referred to as the “SCPCSD”) as sponsor and authorizer, and York Preparatory Academy (sometimes referred to herein as the “Charter School”) for the establishment and operation of a public charter school under the South Carolina Charter Schools Act, S.C. Code Ann. § 59-40-10 et seq. (2006) (the “Charter Schools Act”).

This Agreement will be reviewed with the Governing Board of the Charter School on an annual basis or as needed to update and identify needed technical assistance.

The goals of every charter school within the SCPCSD are as follows:

1. To require the well-being of students to be the fundamental basis for all decision-making and actions;
2. To use objective and verifiable measures of student assessment and achievement as the primary measure of school quality; and
3. To operate schools with discipline, academic rigor and fiscal viability and integrity.

1. Definitions: South Carolina Charter Schools Act (Section 59-40-40)

1.1 The terms used in this Agreement shall have the meanings ascribed to such terms in the Charter Schools Act.

2. Relationship of the Parties and the Charter School

2.1 The SCPCSD is qualified to serve as a sponsor under the Charter Schools Act.

2.2 The SCPCSD, having reviewed, held a hearing and conditionally approved a Charter Application certified by the South Carolina State Charter Advisory Committee as complying with applicable law, grants this charter (the “Charter”) to York Preparatory Academy and authorizes the Charter School on the terms and conditions stated herein; and shall serve as the Sponsor of the Charter School.

2.3 The SCPCSD shall exercise all oversight responsibilities with respect to the Charter School as set forth in the Charter Schools Act and under applicable law.

2.4 This Agreement confers the rights, franchises, privileges, and obligations upon the Charter School of a charter school in the State of South Carolina in accordance with the Charter Schools Act and the terms and conditions of this Agreement.

2.5 The Charter School is a public school, as defined in §59-40-40 of the Charter Schools Act, it agrees to adhere to the same health, safety, civil rights, and disability rights requirements as are applied to other public schools operating in South Carolina.

2.6 This Agreement must be evaluated, on an annual basis, by the Chair of the Planning Committee and in subsequent years by the Chair of the Governing Board of the Charter School and by the Chairman and Superintendent of the SCPCSD.

3. Charter Obligations of the Charter School

3.1 This Charter incorporates all assurances and commitments outlined in the charter application submitted by the Charter School and conditionally approved by the SCPCSD Board of Trustees on July 9, 2009.

3.2 The Charter School governing board, agrees to create and perform the operations of the Charter School as outlined in the following sections of the application, to include:

- (1) Mission and Purpose;
- (2) Admission Policies and Procedures;
- (3) Student Attendance-School Year – Calendar;
- (4) Educational Program, Goals, Objectives, Pupil Achievement Standards;
- (5) Curriculum & Instruction;
- (6) Assessment;
- (7) Accountability For Student And Teacher Performance Goals;
- (8) Reporting – Data Collection;
- (9) Finance-Budget-Accounting System;
- (10) Pupil accounting System;
- (11) Governance – Operation;
- (12) Records & Meetings;
- (13) Administrative & Teaching Staff;
- (14) Racial Composition;
- (15) Transportation;
- (16) Facilities;
- (17) Employee Relations;
- (18) Grievance & Termination Procedures;
- (19) State & Federal Regulations;
- (20) Student Conduct, Rights & Responsibilities;
- (21) Indemnification & Insurance; and
- (22) Staff Professional Development.

3.3 The Charter School shall comply with all applicable state and federal laws, together with the regulations promulgated with respect thereto, which may include, but are not limited to, the following:

- Title VI of the Civil Rights Act of 1964;
- Title IX of the Education Amendments of 1972;
- Title VII of the Civil Rights Act of 1964;
- The Family and Medical Leave Act of 1993;
- The Age Discrimination Act of 1975;
- The Age Discrimination in Employment Act of 1967;
- The Americans With Disabilities Act of 1990;

- Section 504 of the Rehabilitation Act of 1973;
- The Family Educational Rights and Privacy Act;
- All Title of the Elementary & Secondary Education Act; and
- NCLB and any other federal dollars for which the school applies and receives federal funds.
- SC Religious Freedom Act
- SC Religion and Public Schools Act
- SC Comprehensive Health Education Program which shall govern all homework, assigned material, including web sites and class discussions
- SC Student Led Message Act
- SC Release Time for Religious Training Act
- SC Release Time for Religious Training Credit Act

3.4 This Agreement may be revised only by the mutual agreement of the parties evidenced in writing and signed by the Chair and Superintendent of the SCPCSD and the Chair of the Charter School governing board.

3.5 York Preparatory Academy and its board of directors agree to be bound by each and every policy of the South Carolina Public Charter School District that is applicable to schools in the South Carolina Public Charter School District, including all policies that may come into existence at some point after this charter is approved by the South Carolina Public Charter School District. Therefore, pursuant to South Carolina Code § 59-40-60(B), both York Preparatory Academy and its board of directors agree that they are not released from any policies of the South Carolina Public Charter School District. Adherence to policies of the South Carolina Public Charter School District, including those policies that may come into existence at some point in the future, shall not be considered a material revision of the terms of the charter or this Agreement.

4. Additional Charter School Requirements

4.1 Compliance Documentation. The Charter School will respond to all requests for documentation of compliance as required by the Charter Schools Act, the application, and this Agreement in a timely manner. The Charter School will provide thirty (30) days prior written notice of any proposed amendment to its policies or procedures that would alter the previously provided documentation.

The York Preparatory Academy Application, which includes specific programmatic descriptions is attached hereto and incorporated by reference, in accordance with the Act ("Application").

4.2 Educational Program, Goals, Objectives, Pupil Achievement Standards, Curriculum & Instruction

- (a) The Charter School will implement objective and verifiable strategies, which were identified in its Application, to determine if students are achieving the required

educational standards, including the methods by which student performance and information is gathered and monitored.

(b) The Charter School shall pursue and achieve the educational mission, goals and objectives set forth in its Application. Any modifications or updates shall be submitted to the SCPCSD as part of the school's accountability plan for approval.

(c) The SCPCSD, under the Comprehensive Health Education Act, has chosen the state approved health education providers to render service, free of charge, to the SCPCSD. The Charter School shall contract, free of charge, with any state approved vendor for the State mandated Comprehensive Health Education.

4.3 Assessments

(a) The Charter School will follow all South Carolina State Department of Education ("SDE") rules for test security and administration. All infractions of this policy shall be reported to the SCPCSD and the SDE immediately.

(b) The Charter School shall be held accountable for achieving the educational mission, goals and objectives of the Charter School through the pupil assessment provisions and audit provisions outlined in its application and consistent with the oversight provisions in this Agreement. The audits and assessments must show objective evidence of progress as outlined in the application.

(c) The Charter School will participate in the South Carolina state required assessments and may participate in other assessments as it deems necessary.

(d) The Charter School shall evaluate every student's work based on the assessment plan set forth in its application.

4.4 Accountability

(a) The Charter School must comply with the applicable provisions of the Education Accountability Act of 1998, S.C. Code Ann. § 59-18-100 et seq (the "Accountability Act").

(b) The Charter School will implement and comply with all state, federal and SCPCSD data collection requirements in a timely manner as specified by the SCPCSD, in the required format, using the methods required by the SCPCSD. This will include participation in the Accountability Act and the requirements for the State/school report card.

(c) The Charter School will comply with the No Child Left Behind Act of 2001, 20 U.S.C. Section 6301 et seq. (2002) (the "NCLB Act") and provide related documentation and reports as requested by the SCPCSD in a timely manner as designated by the SCPCSD.

(d) The Charter School will adhere to all provisions for reporting student truancy, discipline incidents and persistently dangerous situations as required by the NCLB Act.

(e) The S.C. Children's Criminal Code will be used in reporting persistently dangerous school incidents in the Charter School.

4.5 Finance, Budget & Accounting System

(a) The SCPCSD shall receive and distribute state funds to the Charter School as determined by Charter Schools Act. The SCPCSD may not retain more than two percent (2%) of its gross revenue for its internal administrative and operating expenses. All amounts must be audited and certified by the SDE before the first disbursement of funds.

(b) The Charter School shall have exclusive control of all funds received by the Charter School and be held accountable to SCPCSD for financial matters of the Charter School. This will include a quarterly report of revenues and expenditures coded according to the SC Funding Manual or as directed by the SCPCSD Office of Finance, provided that such reporting is no more burdensome than what is required of other public schools.

(c) The Charter School shall be solely responsible for any and all debts, loans and obligations incurred by the Charter School in connection with its operation. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Charter School and a third party shall not in any way constitute an obligation, whether general, special, or moral of the SCPCSD or the State of South Carolina.

(d) The Charter School will provide to the sponsor, on an annual basis, a preliminary updated budget by May 1st of each fiscal year and also submit a final adopted budget by July 1st of each fiscal year that has been adopted by the school's Governing Board, commencing May 1, 2008. In addition, the Charter school will submit quarterly reports on the budget in a format designated by the SCPCSD. The due dates for these reports will be Oct, 1st; Jan 1st; April 1st and a final report by July 1st.

(e) The Charter School shall maintain separate accounting of any and all funds received or disbursed by the school and shall follow all rules and regulations concerning separate maintenance of federal funds.

(f) The Charter School will provide certification of all insurance and liability coverage on an annual basis to the SCPCSD. Changes may only be implemented with prior written approval of the district. The Charter School shall submit any such proposed change regarding insurance and liability coverage to the District for approval at least thirty (30) days prior to of the effective date of such change.

(g) The Charter School may apply for and accept independent financial grants from public or private sources other than the SCPCSD or the SDE and is solely responsible for accounting of those funds. These funds shall be included in the required

yearly external audit as described below. The school shall notify SCPCSD if awarded indicating the amount and the tenure of the grant.

(h) The external audit report shall be provided to the SCPCSD no later than October 30th, of each fiscal year, commencing October 30, 2008, in order to meet the SCPCSD's reporting requirements to the SDE.

(i) If the Charter should be dissolved or terminated, the funds and assets of the Charter School shall be distributed in accordance with §59-40-120 of the Charter Schools Act. The Charter School's articles and governance documents shall contain a clause providing for the distribution of the Charter School's funds and assets in accordance with the Charter Schools Act and as required by its status as a non-profit corporation established under the law of the State and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(j) The Charter School will provide to the SCPCSD copies of any agreements, such as financial accounting, payroll, food services, custodial services, maintenance, transportation or any other services provided by other vendors or agencies.

4.6 Pupil Accounting & Attendance

(a) The Charter School will report annually to the SCPCSD and the SDE documentation regarding the number of students enrolled and will use the state Pupil Accounting System (PAS) as the tool for reporting, with evidence of compliance of procedures and policies that are applied to public schools in the State.

(b) The Charter School will also use the state approved student information system. The software for these systems is provided by the SDE.

(c) The Charter School will comply with the S.C. Code Ann. § 59-1-460, as it relates to excused school attendance for religious instruction.

4.7 Governance & Operations

(a) The Charter School shall comply with the Charter Schools Act and S.C. Code Ann. § 59-25-115 with respect to background and criminal checks. All board members, teachers, school administrator(s), subcontractors, substitute teachers, other staff and volunteers who have contact with students must undergo a background check upon employment and be subject to unannounced random computer checks, of State owned computers, if deemed necessary by the Charter School Governing Board or the SCPCSD Board of Trustees.

(b) The Charter School shall employ at least 75% of its teachers and administrator certified by the State of South Carolina to teach in a public elementary or secondary school who currently meets the qualifications outlined in Sections 59-27-10 and 59-25-115. The Charter School may employ up to 25% of noncertified teachers who are considered appropriately qualified for the subject matter taught and who has completed at least one year of study at an accredited college or university and meets the qualification

outlined in Section 59-25-115. A teacher teaching in a core academic area, under NCLB, must be certified in those areas or possess a baccalaureate or graduate degree in the subject area taught. The Charter School must check all certificates for sanctioned action against the SDE Teacher Clearinghouse and the SDE website for suspended or revoked certifications from South Carolina or other states before employment may be approved.

(c) All public schools and districts in South Carolina must report to the SDE any employee terminated for felony, harassment or child molestation causes as detailed in the applicable State Board regulation.

(d) The Charter School may implement programs for instituting employee rewards programs that may include a merit bonus or other incentives for achieving excellence. These should be based solely on the academic performance of the teacher's students taught over the year.

4.8 Records & Meetings. All records of the Charter School relating to school operation, finance and accounting are subject to public inspection and copying to the same extent those records of a public school are subject to South Carolina law. Records of the SCPCSD that relate to compliance with this Agreement are also subject to inspection and copying. Student records are not public records and are not to be disclosed as such.

4.9 Racial Composition. The Charter School will adhere to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

4.10 Transportation. The Charter School, if providing or contracting for transportation, will comply with state requirements for drivers and training and state safety requirements for buses. Drivers will be required to have a satisfactory background and drug check before employment and will be subject to random drug testing as seemed necessary by the Charter Governing Board.

4.11 Facilities.

(a) This Agreement is issued subject to compliance with the SC Facilities Regulations for Charter Schools. Activities pertaining to the physical plant must be completed prior to the opening and the School Safety Plan approved by the sponsor. The Charter School shall not conduct classes until it has complied with this stipulation.

(b) Reasonable accommodations for contingency school facilities may be granted by the SCPCSD Board of Trustees as long as that plan does not compromise the safety of the students as documented by the Charter School.

(c) The Charter School will provide to the SCPCSD:

- (i) the address of the facility;
- (ii) a description of the facility;

- (iii) a floor plan of the facility, including a notation of its size in square footage;
 - (iv) the name and address of the owner of the facility;
 - (v) a copy of the proposed lease or rental agreement if the facility will be leased or rented; and
 - (vi) immediate notification to the SCPCSD if it receives notice of termination of such lease.
- (d) SCPCSD has the right to request the SDE grant space waivers to its schools for a variance in the facility size of the school.
- (e) The Charter School shall at all times under this Agreement:
- (i) ensure that the Charter School's physical plan complies with all fire, health, and safety standards applicable to South Carolina public schools;
 - (ii) possess the necessary occupancy and safety certificate for the Charter School's physical plant;
 - (iii) provide current copies of such certificate to the SCPCSD;
 - (iv) provide documentation of required property insurance to the SCPCSD;
 - (v) notify the SCPCSD immediately of any material change (and in no more than 24 hours following such a change) in the availability or condition of the physical plant, such as through flood, fire or other unanticipated circumstances. This would also apply to any cancellation of insurance.

4.12 Student Conduct, Rights & Responsibilities

- (a) The Charter School shall maintain a safe and disciplined learning environment for students and teachers and shall implement and utilize the discipline program set forth in its application.
- (b) The Charter School shall comply with S.C. Code Ann. §16-17-490 Contributing to delinquency of a minor.
- (c) The Charter School shall comply with S.C. Code § 16-17-510 Enticing enrolled child from attendance in school.
- (d) The Charter School shall comply with the S.C. Code Ann. § 59-63-235 (2004) which provides for the expulsion of any student who brings a firearm to school. The

Charter School will provide the SCPCSD with a copy of the approved Student Discipline Code that includes the student appeal process for expulsion.

4.13 Indemnification & Insurance

(a) The Charter School will indemnify and hold the SCPCSD, its officers, employees, agents and representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other losses of a kind whatsoever which arise out of or in any manner connected with the Charter School's operations.

(b) The Charter School will obtain not later than July 1 of each year, commencing July 1, 2008, and shall maintain at all times during the term of this Charter the following insurance coverage for the Charter School, with the deductibles and coverage minimums as set forth by SC Tort Liability Act. Certificates of the coverage shall be provided to the SCPCSD.

- (i) real and personal property insurance covering all of the Charter School's real and personal property, whether owned or leased at replacement value;
- (ii) general liability insurance;
- (iii) vehicle insurance
- (iv) workers' compensation insurance, as required by law;
- (v) school leaders/staff legal/professional liability insurance;
- (vi) umbrella (excess liability) insurance;
- (vii) molestation and harassment insurance; and
- (viii) employee dishonesty insurance.

4.14 The Charter School shall provide to the SCPCSD a provision added to the insurance policies naming the SCPCSD as an additional insured and loss payor. Further, the Charter School shall provide at least thirty days written notice in advance of termination or non-renewal of the policy, and shall maintain copies of all required insurance coverage certificates on file with the SCPCSD.

5. Oversight & Monitoring

5.1 The Charter School will submit an annual report to the SCPCSD for informational, research and technical assistance purposes. The report will include any changes in all programs, vendors, policies and contracts for the next fiscal year.

5.2 Authorized representatives of the SCPCSD will make periodic on-site visits to the Charter School for the purpose of observing the operations of the school. While on-site, the representatives of SCPCSD shall be allowed to visit classrooms; review assessment procedures and results; interview administrators, faculty, students and parents; have access to Charter School records including, but not limited to, financial records, policies and procedures, other files that are maintained in the course of the operation of the Charter School and files which evidence compliance with applicable Law; and inspect the use and condition of the facility.

6. Term, Renewal, Non-Renewal, Revocation and Termination

6.1 The term of the authorized charter is for a period of ten (10) years and shall be effective as of the date executed by the signing of this Agreement ("Effective Date"). The initial term of the Charter will be from the Effective Date of this Agreement through the close of the tenth school year.

6.2 The renewal process shall be started six (6) months in advance of the close of the term of the charter. Charter Schools Act Section 59-40-110 A & B.

6.3 Any grounds for revocation must comply with the Charter Schools Act and any applicable SDE regulations. Reasons for revocation must be listed in writing in any appeal process to the Administrative Law Court. Charter Schools Act Section 59-40-110 C, D, E, F, G, H.

A charter must be revoked or not renewed by the sponsor if it determines that the charter school:


- (1) committed a material violation of the conditions, standards, or procedures provided for in the charter application or this agreement;
- (2) failed to meet or make reasonable progress, as defined in the charter application, toward pupil achievement standards identified in the charter application;
- (3) failed to meet generally accepted standards of fiscal management; or
- (4) violated any provision of law from which the charter school was not specifically exempted.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their

duly authorized representatives on the 10th day of July 2009.


Charter School Signature

CRAIG CRAZE


SCPCSD Signature

Timothy H Daniels, Supt

Charter School Name Printed

SCPCSD Name Printed

Date 7/14/09

Date 7/10/09