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July 7, 2016

Electronically and by First Class Mail

Darlene Prevatt, Director
Office of Federal and State Accountability
South Carolina Department of Education
1429 Senate Street-Room 501
Columbia, South Carolina 29201

Subject: Agenda Item for the South Carolina State Department of Education Board of Trustees Meeting – Waiver Requests for Meeting Street Academy-Spartanburg

Dear Ms. Prevatt:

We are writing to request waivers from the State Department of Education and the State Board of Education for Meeting Street Academy - Spartanburg, which is a Spartanburg County School District No. 7 School of Choice formed as a result of a public-private partnership. The Schools of Choice Law (S.C. Code Ann. 59-19-350) is the basis for the creation of Meeting Street Academy-Spartanburg within Spartanburg County School District No. 7. It provides, among other things, that a school district may create a school that may be exempted from certain laws that public schools are otherwise obliged to honor. Such exemption is permitted if the exemption is approved by a two-thirds majority of the school district's board of trustees and also approved by the S.C. State Board of Education.

At a special called meeting held July 7, 2016, the Spartanburg County School District No. 7 Board of Trustees approved, by a two-thirds vote, a motion to designate Meeting Street Academy - Spartanburg as a school of choice under S.C. Code Ann. 59-19-350. Further, at these meetings, the Spartanburg County School District No. 7 Board of Trustees approved, by a two-thirds vote, motions to exempt Meeting Street Academy - Spartanburg from the obligations set forth in the following three provisions of law.

1. Approve for Meeting Street Academy- Spartanburg to begin the school year prior to the third Monday of August as set forth in S.C. Code Ann. 59-1-425.
2. Exempt Meeting Street Academy-Spartanburg from the obligations set forth in S.C. Code Ann. R43-231 (Defined Program for Grades K-5).
3. Exempt Meeting Street Academy-Spartanburg from the obligations set forth in S.C. Code Ann. R43-205 Section II.1 (Professional Personnel Qualifications and Duties for Principals).

Attached are unofficial minutes of the meeting.

It is the belief of Spartanburg County School District No. 7 that Meeting Street Academy - Spartanburg will be able to more swiftly respond to performance concerns among the teaching staff. Additionally, research has proven that accelerated learning is one of the most effective methods of closing the achievement gap. Thus, we are proposing an extended school calendar for the students, staff, and teachers at Meeting Street Academy - Spartanburg. The school will serve 192 students in grades K3 - 3rd Grade. An SIDN (School Identification Number) has been applied for as well.

We ask that you place on the next State Board of Trustees agenda an action item upholding these exemptions.

Thank you for your kind consideration. Should you have any questions or need any additional information, please do not hesitate to contact me.

Kind regards,

A handwritten signature in black ink that reads "Russell W. Booker". The signature is written in a cursive, flowing style.

Russell W. Booker, Ph.D.
Superintendent

Encl.

CC: Dr. Russell W. Booker, Superintendent (electronically)
Dr. Terry O. Pruitt, Deputy Superintendent (electronically)
Ms. Claudia Albergotti, Director of Marketing, Meeting Street Academy (electronically)



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District No. 7 Trustees: Chair Julie Lonon, Vice-Chair Sharon Porter, Secretary Sanders Lee, Vernon Beatty, Rick Gray, Andy Haye, Meg Clayton, Clay Mahaffey, Ernest White

Notice to Media: In accordance with the SC Code of Laws, 1976, Section 30-4-80, as amended, the following were notified of the time, date, place and agenda of this meeting: THE SPARTANBURG HERALD JOURNAL, WSPA TV, WYFF TV, AND WHNS TV.

**Thursday, July 7, 2016
6:00p.m.
Spartanburg School District Seven Board Room
Special Called Meeting**

AGENDA

I. CALL TO ORDER

ACTION ITEMS:

- II. APPROVAL OF MEETING STREET ACADEMY - SPARTANBURG SCHOOL OF CHOICE DESIGNATION (SC Code Ann. 59-19-350)**
- III. APPROVAL OF MEETING STREET ACADEMY- SPARTANBURG MEMORANDUM OF AGREEMENT – AMENDMENT**
- IV. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG WAIVER REQUEST -DEFINED MINIMUM PROGRAM (R 43-231)**
- V. APPROVAL OF MEETING STREET ACADEMY - SPARTANBURG WAIVER REQUEST (SCHOOL CALENDAR EXEMPTION)**
- VI. APPROVAL OF MEETING STREET ACADEMY- SPARTANBURG WAIVER REQUEST - ADMINISTRATIVE AND PROFESSIONAL PERSONNEL QUALIFICATIONS, DUTIES AND WORKLOADS (R 43-205 Section II –A (1))**
- VII. EXECUTIVE SESSION – *Contractual (If needed)***
- VIII. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION (*If Needed*)**
- IX. ADJOURNMENT**

SPARTANBURG COUNTY SCHOOL DISTRICT NO. 7
Minutes of Special Called Meeting of the Board of Trustees
Charles H. Humphries, Jr., Administration Building
Spartanburg, South Carolina
Thursday, July 7, 2016
6:00 p.m.

MEMBERS PRESENT: Mrs. Julie Lonon
Mr. Sanders Lee
Mr. Vernon Beatty
Mrs. Meg Clayton
Mr. Rick Gray
Mr. Clay Mahaffey
Dr. Ernest White
Mr. Andy Hayes

MEMBER(S) ABSENT: Ms. Sharon Porter

NOTICE TO MEDIA: In accordance with the S.C. Code of Laws, 1976, Section 30-4-80, as amended, the following were notified of the time, date, place and agenda of this meeting: THE SPARTANBURG HERALD/JOURNAL, WSPA, WYFF, WHNS

- I. CALL TO ORDER:** Mrs. Julie Lonon called the meeting to order.
- II. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG SCHOOL OF CHOICE DESIGNATION:** A motion was made by Ernest White to approve Meeting Street Academy being designated as a school of choice in Spartanburg School District Seven under SC Code Ann. 59-19-350, seconded by Vernon Beatty . All were in favor of the motion. The motion passed.
- III. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG MEMORANDUM OF AGREEMENT – AMENDMENT:** A motion was made by Sanders Lee to approve the Memorandum of Agreement with Meeting Street Academy – Spartanburg and Spartanburg School District Seven, seconded by Andy Hayes. All were in favor of the motion. The motion passed.
- IV. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG WAIVER REQUEST (DEFINED MINIMUM PROGRAM):** A motion was made by Vernon Beatty to approve Meeting Street Academy be exempt from the South Carolina defined Minimum Program in Grades K-5 (SC Code R 43-231), seconded by Sanders Lee. All were in favor of the motion. The motion passed.

- V. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG WAIVER REQUEST (SCHOOL CALENDAR EXEMPTION):** A motion was made by Ernest White to approve the Meeting Street Academy be exempt from the School Start Date Requirement, seconded by Sanders Lee All were in favor of the motion. The motion passed.
- VI. APPROVAL OF MEETING STREET ACADEMY – SPARTANBURG WAIVER REQUEST (ADMINISTRATIVE AND PROFESSIONAL PERSONNEL QUALIFICATIONS, DUTIES AND WORKLOADS):** A motion was made by Rick Gray to approve Meeting Street Academy to be exempt from Regulation No.: R 43-205 – Section II – A (1) (Administrative and Professional Personnel Qualifications, Duties, and Workloads) which provides that a school be staffed with a “certified” principal, seconded by Sanders Lee. All were in favor of the motion. The motion passed.
- VII. EXECUTIVE SESSION:** No Executive Session was held.
- X. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION:** There was no action taken.
- XI. ADJOURNMENT:** At approximately 6:30 p.m. a motion was made by Andy Hayes to adjourn the meeting, seconded by Vernon Beatty All were in favor of the motion. The motion passed.

SUPERINTENDENT

CHAIR

SECRETARY

MINUTES APPROVED

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "MOA") is entered into as of [____], 2016 between the SPARTANBURG COUNTY SCHOOL DISTRICT NO 7 (the "DISTRICT") and MEETING STREET ACADEMY - SPARTANBURG, ("MSA-S"), a wholly owned subsidiary of Meeting Street Schools, LLC, a South Carolina not for profit corporation.

Preliminary Statements

A. The DISTRICT and MSA-S will partner to operate a public preschool and elementary school (the "School") at the location of the current Meeting Street Academy-Spartanburg, 201 East Broad Street, Suite 110, Spartanburg, South Carolina. The School will be a neighborhood public school serving students in a newly drawn downtown Spartanburg attendance zone.

B. The DISTRICT and MSA-S will ensure that the School receives the autonomy, resources and other support necessary to create a productive learning environment and culture of high achievement at the School.

C. The DISTRICT and MSA-S intend for the School to have a mission statement substantially similar to the following: "The mission of the School is to operate as a public-private partnership of Spartanburg County School District No 7 and Meeting Street Academy-Spartanburg and to utilize proven best practices to improve materially the educational outcomes of its students and serve as a national prototype for innovative education reform."

D. The DISTRICT and MSA-S seek to partner to implement a proven and innovative educational model in the public school system. Through this public-private partnership of the DISTRICT and MSA-S, this new school will provide students with educational opportunities at a cost to the DISTRICT that is no higher than a comparable DISTRICT elementary school.

1) Pre-Kindergarten Programs: MSA-S and the DISTRICT recognize that early childhood growth and development is key to a student's educational success. Therefore, the School will provide an education for students as young as three years old. The Pre-Kindergarten curriculum has proven to lay a strong foundation for these students' overall success in literacy and math in elementary school.

2) Extended Calendar: MSA-S will implement an Extended Day and Year schedule within the School to maximize the learning opportunity and academic stimulation for every child, while also providing assistance to students' families who do not have alternative care solutions due to work hours.

3) Additional Teaching Capacity: MSA-S will hire two certified teachers per classroom for all classes younger than third grade. By having two certified teachers present at all times, the faculty: student ratio increases, and opportunity for small group and one-on-one learning increases. This additional investment in talent to support a child's earlier years has illustrated strong results for their academic futures.

4) Family Involvement: MSA-S and the DISTRICT recognize that a child's education is not limited to the academic and emotional support received during the school day. Therefore, MSA-S partners closely with each student's family to ask for their commitment to collaborating with teachers, volunteering in the school, and attending family education workshops and events. MSA-S will remain committed to educating the entire family.

5) Holistic Approach: MSA-S and the DISTRICT recognize the importance of health and well-being to a child's educational success. To ensure that the needs of the whole child are being met, the School intends to provide medical and dental screenings, access to healthcare, and partnership in finding other necessary community support. A healthy and well-supported child is more apt to fulfill his or her highest learning potential.

Agreement

1. Engagement of MSA-S.

(a) Services; Term. MSA-S will provide management and operational services for the School pursuant to this MOA (the "Services") for an initial term of five (5) school years, commencing with the school year to begin in August 2016. MSA-S will continue to provide the Services for successive renewal terms of five (5) school years each thereafter, unless during the initial term or applicable renewal term, as the case may be, either party receives written notice of non-renewal from the other party at least one (1) year prior to the first day of the first school year that would otherwise take place during the next renewal term. Notwithstanding the foregoing, this MOA will in all cases be subject to the termination provisions set forth in Section 5 below. Subject to such termination provisions, the initial term and each such renewal term are referred to in this MOA collectively as the "Term".

(b) Establishment of School. The DISTRICT will establish the School with a state-issued BEDS code. The School will be a preschool and elementary school within the DISTRICT, and all of its students will be DISTRICT students. The attendance boundary for the School will be set by the DISTRICT with the goal of relieving overcrowding in the neighboring schools and providing DISTRICT students with a strong educational alternative, subject to the enrollment capacity of the School. A proposed initial boundary map is attached hereto as Exhibit A. The School will be open to three- and four-year old Preschool students, Kindergarten students, 1st Grade students, 2nd Grade students, and 3rd Grade students, with all grades higher than three-year old Preschool being returning students from the 2015-2016 school year, regardless of attendance zone. The School will be at capacity when the student body includes 5th Grade.

(d) Operating Plan. The DISTRICT's administrative staff and MSA-S will jointly develop one or more written operating plans for the School, which they may amend, restate, replace, supplement or otherwise modify from time to time by joint written instrument (collectively, as so amended, restated, replaced, supplemented or otherwise modified from time to time, the "Operating Plan"). In the event of any conflict between this MOA and the Operating Plan, the MOA will govern. Each of the DISTRICT and MSA-S agrees to act in accordance with

the Operating Plan.

(e) Payment for Services. MSA-S shall not receive any management fee, administrative fee nor any other type of fee or compensation from the DISTRICT for providing the Services. To the extent that MSA-S's management and operation of the School result in the incurrence of costs and expenses in excess of the funds provided by or through the DISTRICT for the School as contemplated by Section 2(b) hereof and/or the Operating Plan, the DISTRICT will not be responsible for such costs and expenses.

(a)

2. Allocation of Responsibilities. The DISTRICT and MSA-S are partnering to open the School as a public school, with the operations being overseen by MSA-S. Subject to the Operating Plan and applicable law, MSA-S will have the following areas of autonomous responsibility: personnel; operating budget; curriculum and assessment; governance and policies; and school calendar. Except to the extent otherwise provided by the Operating Plan and/or applicable law, the following provisions will apply:

(a) Personnel. MSA-S will make all personnel hiring, termination, and compensation decisions with respect to the School in its sole discretion (excluding, for the avoidance of doubt, DISTRICT personnel delivering services relating to the School as contemplated by this MOA). MSA-S will perform background screening of School personnel in a manner substantially consistent with DISTRICT policies and procedures. MSA-S will maintain policies and procedures designed to ensure that School teachers have appropriate certification and licensing to teach the applicable grade levels at the School. Personnel hired by MSA-S will be subject to employment terms independent of those applicable to employees of the DISTRICT. MSA-S will endeavor to hire and maintain staff in such manner as to meet funding requirements (e.g. Title I of the Elementary and Secondary Education Act, as amended), as applicable, and will be responsible for any funding shortfall to the School associated with failing to achieve those requirements. The DISTRICT and MSA-S will work in good faith to establish policies and procedures designed to protect the state retirement benefits and/or seniority status of DISTRICT personnel, if any, hired by MSA-S (including, without limitation, as may be contemplated by the Operating Plan).

(b) Budgetary Matters.

(i) *Provision of Operating Funds.* As a public school, the School will receive funding from the DISTRICT for use by MSA-S in operating the School based on a lump sum per pupil equivalent to the per pupil expenditure at Mary H. Wright Elementary and Cleveland Academy of Leadership, from which the School draws its enrollment. For all returning students who are not zoned for Mary H. Wright Elementary or Cleveland Academy of Leadership, the DISTRICT will allocate a lump sum equivalent to the average per pupil expenditure at Pine Street Elementary, Jesse Bobo Elementary, Chapman Elementary, and Houston Elementary. If a returning student lives outside of the DISTRICT, the allocation will be reduced by the amount of tuition required to transfer into a school in the DISTRICT. In all events, the DISTRICT will provide per pupil funding for the operation of the School at a level at least commensurate with the funding provided to other comparable elementary schools in the DISTRICT. In addition, the DISTRICT will make available to MSA-S as part of the School's operating budget: (A) all federal and

state funds allocated to the School due to special grants, (B) special education service funds in an amount at least equal to the amount the DISTRICT would have attributed to special education programs at the School had the DISTRICT been operating the School (including, without limitation, the cost of psychologists, speech therapists, occupational therapists and other specialists) and (C) any other funds that would otherwise be available to the School had the DISTRICT been operating the School. MSA-S will utilize DISTRICT funding solely for School-related costs and expenses. The DISTRICT will charge services it provides and other expenses to the School on an actual cost or allocation basis identical to other DISTRICT schools. The DISTRICT will cooperate with MSA-S on a best efforts basis to ensure the availability of sufficient governmental grants and other governmental funding for the operation of the School as contemplated by this MOA and the Operating Plan, including, without limitation, permitting MSA-S to participate in any DISTRICT-level competitive grant process that would benefit the School and permitting MSA-S to manage any competitive grant process specific to the School.

(ii) *Operating Budget.* With the vision of promoting innovation within the DISTRICT through this public-private partnership, subject to applicable law, MSA-S will allocate and apply funding provided under clause (i) to School operations in its sole discretion, including discretion to purchase or not purchase services provided by the DISTRICT. The School's operating budget will be reviewed annually by the Executive Committee (as defined below). The DISTRICT will at all times be the lawful owner of all property purchased with School funds. In the event the School exceeds the allocated Operating Budget, MSA-S will be responsible for additional expenditures.

(iii) *Capital/Facilities Budget.* Funding and management of the capital facilities budget for the School will be subject to the policies and procedures specified in the Operating Plan.

(c) Academic Program and Assessment. Subject to any legal requirements that may apply, MSA-S will structure academic programs and assessment practices with respect to the School in its sole discretion to maximize success for the DISTRICT students attending the School, including, without limitation: (i) curriculum and determination of curriculum materials; (ii) staffing patterns; (iii) instructional strategies and professional development; (iv) courses, course requirements and course length; (v) specialized programs and transitions (such as summary preparation programs and programs to support English language learners); and (vi) student performance evaluation systems. MSA-S will provide for School students to take all state-mandated tests in accordance with DISTRICT policies and State guidelines. MSA-S will not be required to follow DISTRICT curriculum requirements, as long as MSA-S determines that the School's curriculum is at least as rigorous as that of the DISTRICT. The DISTRICT, with the assistance of MSA-S, will maintain detailed statistical information regarding the performance of the School, each individual student and each grade level. The DISTRICT and MSA-S will cooperate in good faith to identify other measures of, and goals for, the performance of the students and the School.

(d) Governance and Policies. MSA-S and the DISTRICT will jointly support a governance structure and policies, procedures and standards with respect to the School, its students and its personnel, including with respect to the School's vision, principal selection and

evaluation, budget approvals, staff professional development, evaluation and performance review, promotion, graduation, attendance and discipline. Without limiting the generality of the foregoing, the parties intend to establish (i) an advisory board consisting of two (2) members appointed by MSA-S, two (2) members appointed by the DISTRICT, and two (2) members from the community selected jointly that would meet at least annually with the School principal to discuss School matters, and (ii) an executive committee (the "Executive Committee") consisting of the School principal, two (2) members appointed by MSA-S and two (2) members appointed by the DISTRICT that would meet at least quarterly to discuss all material School issues, policies and procedures. The Executive Committee, having representatives from all parties, will have the authority to take, and to recommend MSA-S, the DISTRICT, and School personnel to take, any action as the Executive Committee may find to be necessary from time to time to consummate the transactions contemplated by this MOA, the Operating Plan and/or any related agreement, instrument or document, to realize the benefits intended to be afforded hereby and thereby, to carry out more effectively the purposes hereof and thereof and/or to otherwise protect the vision and mission of the School. Each determination and action by the Executive Committee will require the approval of at least a majority of the Executive Committee.

(e) School Calendar. MSA-S will schedule School activities in its discretion, including, without limitation, to: (i) lengthen or add school days, extend school years and/or otherwise maximize learning time for students and planning time for staff; and (ii) determine and implement daily, weekly and annual schedules of the School for students and personnel, including the schedules for classes, tutoring, professional development, recess and planning, the number of each of these scheduled and the start and end times of each, and when attendance is required by students and/or personnel. MSA-S will make every effort to provide a School calendar that aligns with the major holidays and events set out by the DISTRICT as possible. To the extent that MSA-S provides for a School calendar and/or schedules that differ from those of other comparable DISTRICT schools (other than at the direction of the DISTRICT) and such differences result in the incurrence of costs and expenses in excess of available funds provided by or through the DISTRICT for the School as contemplated by Section 2(b) hereof and/or the Operating Plan, the DISTRICT will not be responsible for such additional costs and expenses.

(f) Additional Programs. The DISTRICT and MSA-S will mutually determine the special education programs to be operated at the School. MSA-S will provide for extended programs, including early childhood education for three- and four-year olds. MSA-S may, in its discretion, contract with one or more third parties to support the learning of students who are identified as having needs which require in-school behavioral or therapeutic support.

(g) External Communications. MSA-S will manage all external communications relating to MSA-S and/or the operation of the School in cooperation with the DISTRICT's communications resources, including, without limitation, press releases, news stories, public tours and other disclosures of information to the general public. Without limiting the foregoing, MSA-S and the DISTRICT will communicate and cooperate with each other with respect to all such external communications, with MSA-S providing notice to the DISTRICT prior to any such material external communication.

(h) Responsibilities Retained by DISTRICT. Pursuant to this MOA and the Operating Plan, MSA-S will manage and operate the School subject to the DISTRICT's retention of certain responsibilities. To the extent that MSA-S's management and operation of the School result in the incurrence of costs and expenses in excess of the funds provided by or through the DISTRICT for the School as contemplated by Section 2(b) hereof and/or the Operating Plan, the DISTRICT will not be responsible for such costs and expenses. The following paragraphs describe certain responsibilities with respect to the School retained by the DISTRICT:

(i) *Facilities.*

(1) MSA-S will propose a sub-leasing agreement of the current MSA-S building at 201 E. Broad St., Suite 110, Spartanburg, SC 29302, to the DISTRICT for use by the School.

(2) Based on the sub-lease agreement, The DISTRICT will be responsible for the provision of all necessary buildings, facilities, grounds, materials and equipment (the "Facilities") and all administrative support for the management and/or operation of the School and/or the performance of the Services, including, without limitation, (A) the performance of any renovations and improvements required for the performance of the Services and (B) the provision of library books, publications and other materials, network access and other furniture, fixtures and equipment on at least the same basis as the same are furnished to other comparable schools in the DISTRICT. Notwithstanding the foregoing, subject to applicable law, MSA-S may from time to time propose improvements and renovations to be made with respect to the Facilities, *provided* that any such improvements or renovations will require prior approval of the DISTRICT (not to be unreasonably withheld, conditioned or delayed). If the improvements and renovations requested by MSA-S are above and beyond those that would be reasonably necessary for a comparable school, then the DISTRICT shall not be responsible for the associated costs and expenses (that is, the portion of the costs and expenses with respect to such improvements and renovations that exceeds the reasonable costs and expenses with respect to the improvements and renovations as would be reasonably necessary for a comparable school). The DISTRICT acknowledges that MSA-S is not responsible for ensuring that the Facilities comply with federal, state or local law.

(3) Except to the extent specifically described on Exhibit B hereto, the DISTRICT will not, without MSA-S's prior written consent (which MSA-S may provide or withhold in its sole discretion), use or permit the use of any of the Facilities for any purpose other than the

operation of the School as contemplated by this MOA and/or the Operating Plan. To the extent that the DISTRICT uses or permits the use of all or a portion of the Facilities (other than by MSA-S or any of its affiliates) for any such other purpose (including, without limitation, any use of a type described on Exhibit B hereto), MSA-S will not be liable for any loss, cost, expense or other amount relating to such other use unless the Operating Plan provides otherwise or MSA-S otherwise expressly agrees in writing.

(3) The DISTRICT will maintain access rights based on the terms of the sub-lease agreement agreed to between MSA-S and the DISTRICT.

(4) MSA-S will not lease or sublease all or any portion of the Facilities without the DISTRICT's prior written consent.

(ii) *Maintenance.* The DISTRICT will be responsible for the maintenance and upkeep of the School's Facilities, including the provision of utilities, security and custodial services on at least the same basis as the same are furnished to other schools within the DISTRICT from time to time. The DISTRICT will keep and maintain all property material to the operation of the School in good working order and condition, ordinary wear and tear excepted.

(iii) *Nutrition; Student Transportation.* To the extent requested by MSA-S, the DISTRICT will be responsible for the provision of nutritional services and transportation services for the School on at least the same basis as the same are furnished to other schools within the DISTRICT from time to time (it being understood that, to the extent requested by MSA-S, (A) nutritional services will be provided to the School for at least breakfast, lunch and afternoon snack, and (B) transportation services will be provided to the School for each of its grade levels and for such extended school year and extended school days as MSA-S may implement pursuant to this MOA). Notwithstanding the foregoing, to the extent that MSA-S chooses to obtain additional nutritional or transportation services or, with the DISTRICT's approval, uses one or more alternative providers for those services, and these choices generate costs and expenses above and beyond what the DISTRICT would otherwise incur as contemplated by Section 2(b) and/or the Operating Plan, as applicable, then the DISTRICT will not be responsible for such additional costs and expenses. The DISTRICT's approval of these choices will not be unreasonably withheld, conditioned or delayed. The DISTRICT and MSA-S will from time to time jointly review the menu relating to nutritional services for the School.

(iv) *Information Technology; Student Information.* The DISTRICT will be responsible for the provision of information systems and technology for the School, such as software and hardware, and support comparable to that provided to other comparable DISTRICT schools, subject to the availability of appropriated funds, and compliance with legal requirements with respect to all student information and maintenance of student information and records. MSA-S will be provided with access to all data management

systems relating to the School. MSA-S will be responsible for the collection of student data and reporting of such data through the PowerSchool (or successor) program, in a manner consistent with the collection and reporting of such data for comparable DISTRICT Schools. MSA-S will also be provided with contact information for all students expected to attend the School no later than May 15th prior to the beginning of each applicable school year.

(v) *School Enrollment.* The DISTRICT will be responsible for compliance with legal requirements in connection with School enrollment or admissions. The DISTRICT will determine attendance boundaries for the School using the same procedures in use for DISTRICT schools generally, and all students of appropriate age for the School's grades living within the attendance boundary will be admitted just as with any other DISTRICT school. The attendance boundaries will not change during the Term without the prior written consent of MSA-S. Parents will have an option to transfer students out of the School following existing DISTRICT policy. If there is additional enrollment space after all students living within the attendance zone are admitted, DISTRICT choice guidelines will allow first priority to other students zoned for Mary H. Wright Elementary or Cleveland Academy of Leadership, followed by other students zoned for other DISTRICT elementary schools. Transfers into the School will be subject to the School's program capacity as mutually determined by MSA-S and the DISTRICT. Out-of-DISTRICT students enrolled in MSA-S at the time of transition to a public school will remain students, and the funding received will be reduced by the cost of tuition to transfer into the DISTRICT. If, upon completing fifth grade, a student wishes to remain in the DISTRICT, said student will be responsible for tuition payment.

(vi) *DISTRICT Staff and Services.* To the extent requested by MSA-S, the DISTRICT will be responsible for the provision of DISTRICT staff and/or timely delivery of DISTRICT services to MSA-S to the same extent as any such staff or services are made available to other schools within the DISTRICT from time to time, with the exception of securing substitute teachers, for which MSA-S will be responsible. MSA-S will have authority to cease using such staff and/or services in its discretion, if MSA-S reasonably determines that the alternative staff and/or services meet or exceed the DISTRICT's generally applicable standards. Without limiting the generality of the foregoing, School employees will have access to DISTRICT teacher and staff development programs, but the use of such programs will be at the discretion of MSA-S.

(vii) *Insurance.* The DISTRICT will be responsible for the maintenance of insurance policies with respect to the School facility that are substantially consistent with those it maintains with respect to other schools in the DISTRICT from time to time. The DISTRICT will furnish to MSA-S written evidence of such insurance as in effect from time to time. Notwithstanding the foregoing, MSA-S will be responsible for providing casualty insurance with at least the same amount of coverage as that maintained by the DISTRICT. MSA-S will also maintain worker's compensation insurance to the School's non-DISTRICT employees, and potentially other insurance coverage as reasonably requested by the DISTRICT and described in the Operating Plan. MSA-S agrees to furnish to the DISTRICT written evidence of such insurance as in effect from time to time.

(viii) *Security*. The DISTRICT will provide the School with such security measures as it provides to other comparable schools, including any necessary renovations to separate the portions of the Facilities the School will occupy from other areas of the Facilities used by others.

(ix) *Exceptional Children Services*. The DISTRICT will provide student evaluation, placement and management relating to Exceptional Children Services, as they do with other comparable DISTRICT schools. MSA-S will be responsible for hiring and managing the in-School staff needed for Exceptional Children Services. **The District and MSA-S will comply with IDEA and all applicable federal guidelines as it relates to students with special needs.**

Notwithstanding the foregoing, but subject to applicable law and the Operating Plan, MSA-S may from time to time upon written notice to the DISTRICT undertake responsibility for the management of other aspects of the School, it being understood that any such election by MSA-S will not change the DISTRICT's funding obligations with respect to the School contemplated by this MOA.

3. **Additional Covenants.**

(a) Accountability and Assessment of Success. The DISTRICT and MSA-S agree to mutually develop metrics and methods to measure the success of the relationship contemplated by this MOA. Without limiting the generality of the foregoing, the DISTRICT and MSA-S will jointly develop performance benchmarks with respect to each school year during the Term. In the event that performance deviates substantially from mutually established benchmarks, representatives of the DISTRICT and MSA-S will meet in person to determine appropriate responsive actions.

(b) Notices of Material Events. Each of the DISTRICT and MSA-S will furnish to the other prompt written notice of the following:

(i) the occurrence of any breach by the disclosing party of its obligations under, or the inaccuracy of any representation or warranty made by the disclosing party in, this MOA, the Operating Plan or any other related agreement, instrument or document; and

(ii) any other development that results in, or could reasonably be expected to result in, a material adverse effect upon the disclosing party's ability to perform its obligations under this MOA, the Operating Plan or any other related agreement, instrument or document.

(c) Information upon Request. Each of the DISTRICT and MSA-S will furnish to the other, promptly following any request therefore, such information relating to the School, its Facilities, its students, the Services and/or compliance with this MOA, the Operating Plan, any other related agreement, instrument or document and/or applicable law as the requesting

party may reasonably request. The provision of such information will be subject to such confidentiality restrictions as the disclosing party may reasonably require.

(d) Existence of School. The DISTRICT will do or cause to be done all things necessary to preserve, renew and keep in full force and effect the School's legal existence as a preschool and elementary school in the DISTRICT and the rights, licenses, permits and privileges material to the operation of the School.

(e) Compliance with Law. Each of the DISTRICT and MSA-S will comply in all material respects with all laws, rules, regulations and orders of any governmental authority applicable to the performance of its obligations under this MOA, the Operating Plan and each related agreement, instrument and document (except for any state statutes and regulations from which the DISTRICT Board of Trustees has specifically voted to exempt the School, to the extent such exemption has been approved by the State Board of Education pursuant to applicable law).

(f) Legal Approvals. The DISTRICT will use its best efforts to provide MSA-S with the authority, power and rights it reasonably requires to implement and perform the Services. Each of the DISTRICT and MSA-S will from time to time obtain and maintain in full force and effect all licenses, consents, authorizations and approvals of, and make all filings and registrations with, any governmental authority necessary under applicable law for the making and performance by it of this MOA, the Operating Plan and each related agreement, instrument and document.

(g) Further Assurances. Each of the DISTRICT and MSA-S will, promptly upon the other's request:

(i) correct any material defect or error that may be discovered in this MOA, the Operating Plan or any related agreement, instrument or document or in the execution, acknowledgment, filing or recordation thereof; and

(ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the other may reasonably request from time to time in order to:

(1) carry out more effectively the purposes of this MOA, the Operating Plan and/or any related agreement, instrument or document; and

(2) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the other the rights granted or now or hereafter intended to be granted to the other under this MOA, the Operating Plan and/or any related agreement, instrument or document.

(h) Expenses. Except to the extent contemplated by Section 5 below, each party shall be responsible for its own costs and expenses incurred from time to time in connection with the relationship contemplated by this MOA.

4. **Representations and Warranties.** Each party represents and warrants to the other that:

(a) it has, or will at all relevant times have, all requisite legal power and authority to execute, deliver and perform this MOA, the Operating Plan and each related agreement, instrument and document and to consummate the transactions contemplated hereby and thereby;

(b) its execution, delivery and performance of this MOA, the Operating Plan and each related agreement, instrument and document, and its consummation of the transactions contemplated hereby and thereby, have been, or will at all relevant times be, duly authorized by all necessary legal action and will not require any consent or approval of, registration or filing with, or action by, any governmental authority, except such as have been, or at all relevant times will have been, obtained or made and in full force and effect;

(c) this MOA constitutes and, upon execution and delivery by it, the Operating Plan and each related agreement, instrument and document will constitute, its legal, valid and binding obligation, enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency and other laws affecting creditors' rights generally and of general equitable principles; and

(d) its execution, delivery and performance of this MOA, the Operating Plan and each related agreement, instrument and document, and its consummation of the transactions contemplated hereby and thereby, (i) will not violate any applicable law or regulation, (ii) will not violate or result in a default under any indenture, agreement or other instrument binding upon it or its assets and (iii) will not violate the rights of any third party.

5. **Termination.**

(a) Either party may terminate this MOA, the Operating Plan and each related agreement, instrument and document by written notice to the other party if:

(i) such other party has failed to perform its obligations and responsibilities herein, in the Operating Plan and/or in any related agreement, instrument or document in any material respect and such failure has remained uncured for a period of sixty (60) days after written notice from the terminating party to the other party describing such failure (or such longer time as may be reasonably required to cure such failure, *provided* such other party promptly commences and diligently pursues such cure);

(ii) such other party makes any representation, certification or other statement that is inaccurate in this MOA, the Operating Plan and/or any related agreement, instrument or document, and the facts or circumstances causing such inaccuracy have, or could reasonably be expected to have, a material adverse effect upon the terminating party and/or the terminating party's ability to perform its obligations under this MOA, the Operating Plan and/or any related agreement, instrument or document; or

(iii) this MOA, the Operating Plan and/or any related agreement, instrument or document is or becomes unenforceable against the other party.

(i) MSA-S may terminate this MOA by written notice to the DISTRICT

if the DISTRICT materially changes funding for the School in a manner less favorable than funding provided to Mary H. Wright Elementary or Cleveland Academy of Leadership or to other DISTRICT schools generally;

(ii) any acts or omissions of the DISTRICT and/or any of the DISTRICT's affiliates have a material adverse effect upon MSA-S and/or upon MSA-S's ability to operate the School as contemplated by this MOA, the Operating Plan and/or any related agreement, instrument or document; or

(iii) any Change in Law (as defined below) imposes on MSA-S any material condition, cost or expense with respect to the activities contemplated by this MOA, the Operating Plan and/or any related agreement, instrument or document and/or otherwise has a material adverse effect on MSA-S's ability to operate the School as contemplated by this MOA, the Operating Plan and/or any related agreement, instrument or document. "Change in Law" means the occurrence, after the date of this MOA, of any of the following: (A) the adoption or taking effect of any law, rule, regulation or treaty; (B) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof or (C) the making or issuance of any request, guideline or directive by any governmental authority.

In the event of any termination under this Section 5, the terminating party will be responsible for the reasonable, out-of-pocket costs and expenses incurred by the non-terminating party and its affiliates (collectively, the "non-terminating party") arising from the transition of the Services, except to the extent that such costs and expenses arise from the non-terminating party's negligence, willful misconduct, bad faith and/or violation of or default under (1) this MOA, the Operating Plan and/or any related agreement, instrument or document, (2) any applicable law, rule or regulation and/or (3) any third party's rights.

Each of the following Sections of this MOA will survive any termination under this Section 5: 3(h); 5, 6; 7; 8; and 10(a), (b), (d), (e) and (g).

6. **Disclaimer of Warranties; Limitation of Liability; No Fiduciary Duties.**

(a) EACH OF THE DISTRICT AND MSA-S EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, IN THE OPERATING PLAN OR IN ANY RELATED AGREEMENT, INSTRUMENT OR DOCUMENT AS TO ANY ASPECT OF ANY SERVICES TO BE PERFORMED BY THEM HEREUNDER.

(b) IN NO EVENT WILL THE DISTRICT OR MSA-S (the "FIRST PARTY") BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER UNDER TORT, CONTRACT OR OTHER THEORIES OF RECOVERY, EVEN IF THE FIRST PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT THE FIRST PARTY SHALL BE ADJUDGED LIABLE FOR NEGLIGENCE,

INTENTIONAL TORT OR INTENTIONAL BREACH OF CONTRACT.

(c) Neither the DISTRICT nor MSA-S will be subject to any fiduciary or other implied duties in respect of the arrangements contemplated by this MOA, the Operating Plan and/or any related agreement, instrument or document.

7. **Waiver of Sovereign Immunity.**

(a) Except as otherwise contemplated by clause (b) below, to the extent that the DISTRICT may be or become entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to the School, this MOA, the Operating Plan and/or any related agreement, instrument or document, to claim for itself or its properties or revenues any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from any other legal process or remedy relating to its obligations under this MOA, the Operating Plan and/or any related agreement, instrument or document, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), the DISTRICT hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity with respect to any claim made by MSA-S and/or one or more of its affiliates to the fullest extent permitted by the laws of such jurisdiction.

(b) Notwithstanding the foregoing, the DISTRICT and MSA-S agree that all tort claims relating to the School, this MOA, the Operating Plan and/or any related agreement, instrument or document will be subject to the South Carolina Tort Claims Act as in effect from time to time and any similar statute from time to time in effect relating to tort claims. The parties acknowledge their intent that: (i) to the fullest extent allowed under applicable law, MSA-S and all personnel delivering the Services from time to time will have the benefit of the protections afforded by such laws; and (ii) the persons from time to time delivering the Services will be acting on behalf, or in service, of a governmental entity in the scope of official duty as contemplated by the South Carolina Tort Claims Act.

8. **Intellectual Property.** Except to the extent provided otherwise in the Operating Plan or any written agreement between MSA-S and the DISTRICT, MSA-S and the DISTRICT will jointly retain all right, title and interest in and to all research, information, writings, procedures, curriculum, policies, developments, inventions and improvements, whether patentable or non-patentable, patents and applications therefor, trademarks and applications therefor, copyrights and applications therefor, programs, and secrets, plans, methods and all other data and know-how made, conceived, developed and/or acquired by MSA-S, solely or jointly with others, in each case to the extent made, conceived, developed or acquired during the Term as a result of the performance of the Services and relating to the School.

9. **Contact Person.** Each party shall at all times have designated in writing to the other party one person to serve as its designated representative to communicate with such other party concerning coordination, communication and performance of the Services, technical assistance, community partnerships, exchange of information, data collection and other necessary activities between the parties hereunder. Each party shall make its designated representative available to meet with the other party's designated representative and such other personnel of such other party as may be necessary for as long as may be reasonably necessary. The DISTRICT

hereby identifies [] to serve as its initial designated representative. MSA-S
hereby identifies [] to serve as its initial designated representative.

10. **Miscellaneous.**

(a) Entire Agreement; Amendment. This MOA contains the entire agreement of the parties relating to the subject matter hereof. This MOA may not be changed orally, but only in writing signed by each of the parties hereto.

(b) Governing Law. This MOA, the Operating Plan and each related agreement, instrument and document shall be construed and enforced in accordance with the local laws of the State of South Carolina without regard to any conflict of law principles providing for the application of another jurisdiction's laws.

(c) Annual Review. The parties shall meet by May 1 of each year of the Term to review the status of the School, discuss any performance issues and consider the need for any amendments hereto or to the Operating Plan and any other actions with respect to this MOA that may be in the parties' mutual best interest.

(d) Notices. All notices and other communications required or permitted hereunder, under the Operating Plan or under any related agreement, instrument or document shall be in writing and signed by the party giving the same, and shall be deemed to have been given when the same are received by the applicable party at its address, facsimile number or e-mail address set forth below:

If to MSA-S:

If to the DISTRICT:

(e) Delegation. MSA-S reserves the right to delegate the performance of the Services and/or its other obligations hereunder, under the Operating Plan and/or under any related agreement, instrument or other document to one or more third parties reasonably selected by it from time to time. Notwithstanding any such delegation, MSA-S shall remain responsible for the performance of the Services and such obligations in accordance with this MOA, the Operating Plan and each related agreement, instrument and document.

(f) Successors and Assigns. This MOA, the Operating Plan and each related agreement, instrument and document will inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties. Notwithstanding the foregoing, neither the DISTRICT nor MSA-S may assign all or any portion of its rights or obligations hereunder, under the Operating Plan and/or under any related agreement, instrument or document without the prior written consent of the other, and any such assignment without such consent shall be null and void.

[Signature Page Follows]

This MOA has been signed as of the date first set forth above.

SPARTANBURG COUNTY SCHOOL DISTRICT 7

By: _____

Name: Julie Lonon _____

Title: Chairman, Board of Trustees _____

By: _____

Name: Russell Booker _____

Title: Superintendent _____

MEETING STREET ACADEMY - SPARTANBURG, LLC

By: _____

Name: Ben Navarro _____

Title: Founder _____

By: _____

Name: Amy Mims _____

Title: Executive Director _____

Memorandum of Agreement

EXHIBIT A

Proposed Initial Attendance Boundary Map

[See Attached]

EXHIBITB

Permitted Other Uses of the Facilities by the DISTRICT

[to be provided]