

# TIMMONS LAW FIRM, LLC

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June 29, 2021

## **Via Electronic Mail & U.S. Mail**

Turner & Caudell, LLC  
Tyler Turner  
914 Richland Street, Suite A-101  
Columbia, SC 29201

Re: Legion Collegiate Academy Notice of Emergency Fiscal Watch Pending Investigation and Demand for Documents

Dear Board Members of Legion Collegiate Academy,

The Charter Institute at Erskine College (the “Institute”) is the charter school sponsor of your school, Legion Collegiate Academy (the “School”). To fulfill this role and comply with the South Carolina Charter Schools Act, S.C. Code §§ 59-40-10 et seq. (the “Act”), the Institute has a responsibility to regularly monitor the performance and legal and fiscal compliance of its schools, including the School. This specifically includes conducting oversight activities, notifying a school of perceived problems, and taking appropriate corrective actions in response to identified deficiencies (S.C. Code Ann. § 59-40-55(A)).

Our team has worked in alignment with our review procedures to monitor key areas of school programming and operations that would validate school compliance with local, state, and federal requirements, as well as ensure that the needs of students served are being adequately met. One of the key components of operational review is ensuring compliance with board-adopted policies and contracts that rise to the level of being a material term to your charter or contract. Upon review of operations related to your Education Management Organization (EMO), specific concerns were raised by the Institute team. These concerns include the misalignment of service scope and fee structure between the agreement and financial records, the independent procurement of subcontracts without evidence of board action and policy compliance, unidentified changes to operational structures, conflicting employment structures across founding documents, as well as governance oversight practices. Additionally, as part of the Institute internal review, we identified a few concerns regarding the federal Planning and Implementation Grant.

## **Conflict of Interest**

On June 28, 2018, Mr. Jack Frost stepped down as board chair of the School in order to become the project coordinator of the School, and Ms. Stephanie Burton was appointed interim board chair. In 2019, Ms. Burton was formally nominated Chair by acclamation and remains Chair of the School Board. During this time, it is our understanding that Ms. Burton worked as a realtor for Rinehart Property Management.

During our review of the School grant activity reports we noticed the reports listed numerous payments to Rinehart Property Management as rent for temporary office space. (See Grant Reports, **Appendix A**.) Based on the Institute’s review of a few months of the federal P&I grant documentation, \$15,663.88 was spent by the School for rent to Rhinehart Property Management. We were wondering if the planning committee was made aware of Ms. Burton’s involvement with this company and how the decision was made to select Rinehart Property Management as the company from whom the School rented office space. We would also like to understand who worked as the realtor for the rental of School office space by the School from Rinehart Property Management.

### **EMO Fees Discrepancy**

Currently, the school’s charter and the management agreement on file with the Institute indicate a management fee of 16%. *“15% of all gross funding, except student activity fees (e.g., athletics) and federal program grants. 16% of all gross funding, except student activity fees (e.g., athletics) and federal program grants if/when Pinnacle is able to secure a bond for the building/expansion projects.”* (Charter excerpt, p. 81, **Appendix B**; EMO Mgt. Agr., p. 10, **Appendix C**.)

As stated in the School’s Financial Audit from FY20:

The School entered into a management agreement with a charter school management group that provides curriculum and management services, *as well as fiscal management, human resources and payroll services*. The agreement commenced on December 1, 2017 and terminates on June 30, 2029 with the option to renew for ten-year periods thereafter. The School will pay the group \$1,612 per student, per month, for the curriculum and management services in equal, monthly installments. The School will also pay budgeted amounts for fiscal management and human resources and payroll services. For the year ended June 30, 2020, the School incurred \$521,440 for management fees, \$60,000 for fiscal and payroll services and \$38,000 for human resources. The School owed the group \$785,018, consisting of \$533,324 related to deferred management fees and \$251,694 related to start up and construction costs advanced by the management group.

(See FY20 School Audit excerpt, p. 23, **Appendix D**.)

Below are concerns from the Institute:

1. The per student fee to the EMO of \$1,612 constitutes a material change to the School’s EMO Management Agreement and Charter, which has not been approved by the Institute, as required. Based on the FY20 School Audit, the School has incurred **\$521,440** in management fees to Pinnacle, which represents **16.2%** of the School’s total gross revenue per FY20 audit (\$3,222,443.00), not including the additional **\$60,000.00** paid for fiscal services and **\$38,000.00** paid for human resources management. We are concerned that the School has paid the EMO a management fee based on a formula that is different than in the Institute-approved contract and charter.

2. As stated in the School Board approved FY20 Audit, “The School entered into a management agreement with a charter school management group that provides curriculum and management services, *as well as fiscal management, human resources and payroll services.*” (See FY20 School Audit excerpt, p. 23, **Appendix D.**) The amounts paid by the School for management fees, fiscal services and human resource management fees total \$619,400.00. This is 19.2% of the School’s total gross revenue, which far exceeds the management fee provided for under the Institute-approved Management Agreement. This is the same concern that the Institute leadership shared with the School board last year. The School board has not made any effort to correct or rectify the Institute’s concerns.
3. Additionally, we have determined that SanCap CPA and Pinnacle Human Resources Management, companies providing the fiscal services and human resource management services, are related to the EMO and EMO’s CEO. We would like to understand what procurement process was followed to negotiate these contracts, including any disclosure of the conflict of interest between the EMO and these related businesses.
4. Significant funds were paid from the federal Planning and Implementation (“P&I”) grants to the EMO. The Institute is concerned about the \$533,324 related to deferred management fees and \$251,694 related to start up and construction costs advanced by the management group. With no school in operations, how was this amount justified? What agreement was in place?
5. Furthermore, two principals from the sister schools were paid with funds from the federal P&I grant to develop the curriculum and other material for the school. Why is the EMO charging the school for curriculum and other material when it is part of the EMO’s services?
  - Brenda Corley: “Consulting for curriculum development and staff training”- \$12,000.00 (8/22/2018-12/31/2018) (4 months)
  - Brian Newsome: “Consulting for development materials for school admin., discipline, student handbooks and policies and procedures”- \$12,000.00 (8/24/2018-12/31/2018) (4 months)

(See Grant Reports, **Appendix A.**)

### **Demand for Documents**

Pursuant to the S.C. Charter Schools Act and Section 3.1(B) of the Charter School Contract between the School and Institute, the Institute has the right to access and inspect all School records and the School has a duty to cooperate in making such School records and other information available to the Institute. The Institute’s right to access and inspect these documents extends to documents and information held by School vendors/EMOs and it is the School’s responsibility to obtain any documents or information from School vendors/EMOs that is responsive to the Institute’s request.

Therefore, pursuant to the Contract the Institute is formally requesting the School provide the Institute with access to the documents outlined in **Appendix E** and upload them to the Institute's internal portal which we will be providing you access to shortly.

**The deadline to provide the documents is Friday, July 30, 2021.** The Institute will provide the School with a link to a portal for the School to provide the documents to the Institute.

Given the gravity of concerns and potentially significant amount of taxpayer dollars at issue, the Institute is placing the School on **Emergency Fiscal Watch** during the pendency of its investigation of the School.

During the Emergency Fiscal Watch, the Institute will closely monitor the School's financial records and the School Board's oversight to ensure it is fulfilling its statutory and contractual duties, review the documentary evidence the School produces in response to the Institutes request for documents, and, based on any findings from the investigation, will work with the School Board to develop a Corrective Action Plan.

We are willing to meet with the School Board again if they would like to meet with us. Otherwise, we look forward to receiving their responses and document production.

Thank you in advance for your cooperation in this matter. Should you have any questions, please do not hesitate to contact us.

Very truly yours,



Sarah Timmons

Enclosure

CC: Cameron Runyan  
Vamshi Rudrapati

## **Appendix A**



South Carolina Public Charter Schools Planning & Implementation Grant Program

Grant Activity Report (of most recent Grant Phase)

Charter School Name: Legion Collegiate Academy

Date: September 12, 2018

Reimbursement Request: # 1

Grant Period: 07/01/2018 to 06/30/2019

Grant Phase: Planning

*Patel*  
*11/1/18*

Complete the form with each appropriate budget category. Please be sure to completely fill in each box with the requested information. Please be sure to have the appropriate school officials sign the form on page 2. Submit this report to [CharterSchoolsGrant@ed.sc.gov](mailto:CharterSchoolsGrant@ed.sc.gov). This report must be submitted to the Charter Schools Program Office when each reimbursement request claim submitted to Finance for processing. This form should not be sent to the Finance Department.

Budget Category	Vendor Name	Payment Date	Payment Amount	Description of Product Ordered/Services Rendered
Support Salaries 100-200				
Support Benefits (200-200)				
Instructional Travel and Purchased Services (100-300)				
Support Travel and Purchased Services (200-300)	Brenda Corley	08-22-2018	4,000	Consulting for curriculum development and staff training
	William Newsome	08-24-2018	2,200	Consulting for development materials for school admin., discipline, student handbooks and policies and procedures
	Turner Caudell	08/10/2018	900	Legal services
	Reinhart Property Management	07/12/2018	5,952	Temporary office rent



**South Carolina Public Charter Schools Planning & Implementation Grant Program**

	<b>Jack Frost</b>	<b>08/24/2018</b>	<b>5,000</b>	<b>Subcontractor to manage office, supervise admin staff, marketing and enrollment</b>
	<b>Todd Helms</b>	<b>8/24/2018</b>	<b>2,000</b>	<b>Subcontractor to marketing, student recruitment, facility and operational matters</b>
	<b>SanCap CPA</b>	<b>08/31/2018</b>	<b>3,019</b>	<b>Payroll, bookkeeping, tax and accounting services</b>
	<b>Anthony Hutchinson</b>	<b>08/24/2018</b>	<b>2,000</b>	<b>Diversity coordinator</b>
	<b>Black Barn</b>	<b>08/24/2018</b>	<b>3,900</b>	<b>Design and graphics for new school logo and mascot</b>
	<b>Jack Frost</b>	<b>07/09/2018</b>	<b>86</b>	<b>Reimburse staff travel expense</b>
	<b>Todd Helm</b>	<b>07/09/2018 &amp; 09/12/2018</b>	<b>801</b>	<b>Reimburse staff travel expense</b>
	<b>Anthony Hutchinson</b>	<b>09/12/2018</b>	<b>208</b>	<b>Reimburse staff travel expense</b>
<b>Instructional Supplies and Materials (100-400)</b>	<b>DPX Holdings, LLC</b>	<b>08/10/2018</b>	<b>3,800</b>	<b>Office furniture</b>
<b>Support Supplies and Materials (200-400)</b>				
<b>Instructional Capital Outlay (100-500)</b>				
<b>Support Capital Outlay (200-500)</b>				




South Carolina Public Charter Schools Planning & Implementation Grant Program

Other (600)				
TOTAL:			33,866	

*A 10% line item variance/deviation is allowed within the budget provided the total amount of the sub-grant is not exceeded. All expenditures must be reasonable, allowable and allocable and directly related to the approved grant application and work plan for the Charter School. All other budget transfers must be submitted in writing for prior approval.*

**Certification:** I do hereby attest that the information on this report is true and accurate. I further attest that all original receipts and supporting documentation will be maintained in the Charter School files for auditing and monitoring purposes.

Report Completed By: Michael Miller  9/20/18  
Name (Print or Type) Signature Date

Report Reviewed and Approved By: Jack Frost  9/20/18  
Name (Print or Type) Signature Date

Revised 1/7/14





South Carolina Public Charter Schools Planning & Implementation Grant Program

Grant Activity Report (of most recent Grant Phase)

Charter School Name: Legion Collegiate Academy

Date: November 7, 2018

Reimbursement Request: # 2

Grant Period: 07/01/2018 to 06/30/2019

Grant Phase: Planning

Complete the form with each appropriate budget category. Please be sure to completely fill in each box with the requested information. Please be sure to have the appropriate school officials sign the form on page 2. Submit this report to [CharterSchoolsGrant@ed.sc.gov](mailto:CharterSchoolsGrant@ed.sc.gov). This report must be submitted to the Charter Schools Program Office when each reimbursement request claim submitted to Finance for processing. This form should not be sent to the Finance Department.

OK  
11/9/18

Revised  
11/3/19

Budget Category	Vendor Name	Payment Date	Payment Amount	Description of Product Ordered/Services Rendered
Support Salaries 100-200				
Support Benefits (200-200)				
Instructional Travel and Purchased Services (100-300)				
Support Travel and Purchased Services (200-300)	Turner Caudell	09/14/2018 & 10/25/2018	• 2,350	Legal services
	Jack Frost	09/30/2018 & 10/26/2018	• 5,000	Subcontractor to manage office, supervise admin staff, marketing and enrollment
	Todd Helms	09/30/2018 & 10/25/2018	• 2,000	Subcontractor to marketing, student recruitment, facility and operational matters



South Carolina Public Charter Schools Planning & Implementation Grant Program

	SanCap CPA	10/02/2018 & 11/02/2018	• 3,061	Payroll, bookkeeping, tax and accounting services
	Anthony Hutchinson	09/30/2018 & 10/26/2048	• 2,000	Diversity coordinator
	Rhonda Bayer	09/18,9/28, 10/12 & 10/26/2018	• 4000	Administrative Assistant
	Brenda Corley	10/19/2018	• 541	Reimburse staff travel expense
	Todd Helm	10/02/2018	• 245.24	Reimburse staff travel expense
	Relevant Pages Media	10/03/2018	• 750	Website hosting
	Trevett's	9/21,10/19 & 10/26/2018	• 13,996	Printing and mailing costs
Instructional Supplies and Materials (100-400)				
Support Supplies and Materials (200-400)				
Instructional Capital Outlay (100-500)				
Support Capital Outlay (200-500)				
Other (600)				
<b>TOTAL:</b>			<b>33,944</b>	



South Carolina Public Charter Schools Planning & Implementation Grant Program

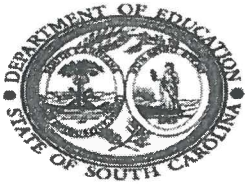
*A 10% line item variance/deviation is allowed within the budget provided the total amount of the sub-grant is not exceeded. All expenditures must be reasonable, allowable and allocable and directly related to the approved grant application and work plan for the Charter School. All other budget transfers must be submitted in writing for prior approval.*

**Certification:** I do hereby attest that the information on this report is true and accurate. I further attest that all original receipts and supporting documentation will be maintained in the Charter School files for auditing and monitoring purposes.

Report Completed By: Michael Miller MPM 11-8-18  
Name (Print or Type) Signature Date

Report Reviewed and Approved By: Jack Frost Jack D. Frost 11/8/18  
Name (Print or Type) Signature Date

Revised 1/7/14



South Carolina Public Charter Schools Planning & Implementation Grant Program

Grant Activity Report (of most recent Grant Phase)

Charter School Name: Legion Collegiate Academy

Date: December 21, 2018

Reimbursement Request: # 3

Grant Period: 07/01/2018 to 06/30/2019

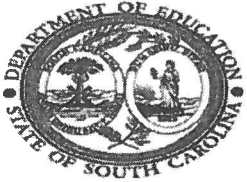
Grant Phase: Planning

Complete the form with each appropriate budget category. Please be sure to completely fill in each box with the requested information. Please be sure to have the appropriate school officials sign the form on page 2. Submit this report to [CharterSchoolsGrant@ed.sc.gov](mailto:CharterSchoolsGrant@ed.sc.gov). This report must be submitted to the Charter Schools Program Office when each reimbursement request claim submitted to Finance for processing. This form should not be sent to the Finance Department.

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JMS*

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1/3/19*

Budget Category	Vendor Name	Payment Date	Payment Amount	Description of Product Ordered/Services Rendered
Support Salaries 100-200				
Support Benefits (200-200)				
Instructional Travel and Purchased Services (100-300)				
Support Travel and Purchased Services (200-300)	Brenda Corley	11-21-2018	4,000	Consulting for curriculum development and staff training
	William Newsome	11-09-2018	3,800	Consulting for development materials for school admin., discipline, student handbooks and policies and procedures
	Reinhart Property Management	09/20/2018 10/20/2018 11/20/2018	2,427.97 2,427.97 2,427.97	Temporary office rent



**South Carolina Public Charter Schools Planning & Implementation Grant Program**

		<b>12/20/2018</b>	<b>• 2,427.97</b>	
	<b>Jack Frost</b>	<b>11/21/2018</b> <b>12/21/2018</b>	<b>• 2,500.00</b> <b>• 2,500.00</b>	<b>Subcontractor to manage office, supervise admin staff, marketing and enrollment</b>
	<b>Todd Helms</b>	<b>11/21/2018</b> <b>12/21/2018</b>	<b>• 1,000.00</b> <b>• 1,000.00</b>	<b>Subcontractor to marketing, student recruitment, facility and operational matters</b>
	<b>Anthony Hutchinson</b>	<b>11/21/2018</b> <b>12/21/2018</b>	<b>• 1,000.00</b> <b>• 1,000.00</b>	<b>Diversity coordinator</b>
	<b>Rhonda Bayer</b>	<b>11/09/2018</b> <b>11/21/2018</b> <b>12/07/2018</b> <b>12/21/2018</b>	<b>• 1,000.00</b> <b>• 1,000.00</b> <b>• 1,000.00</b> <b>• 1,000.00</b>	<b>Administrative assistant</b>
	<b>Relevant Pages Media</b>	<b>11/02/2018</b> <b>11/26/2018</b> <b>12/07/2018</b>	<b>1,000.00</b> <b>1,750.00</b> <b>1,000.00</b>	<b>Video campaign- targeted email, Facebook and social media postings</b>
<b>Instructional Supplies and Materials (100-400)</b>				
<b>Support Supplies and Materials (200-400)</b>				
<b>Instructional Capital Outlay (100-500)</b>				
<b>Support Capital Outlay (200-500)</b>				
<b>Other (600)</b>				
<b>TOTAL:</b>			<b>34,261.88</b>	

*A 10% line item variance/deviation is allowed within the budget provided the total amount of the sub-grant is not exceeded. All expenditures*



South Carolina Public Charter Schools Planning & Implementation Grant Program

**Certification:**

I do hereby attest that the information on this report is true and accurate. I further attest that all original receipts and supporting documentation will be maintained in the Charter School files for auditing and monitoring purposes.

Report Completed By: Michael Miller  
Name (Print or Type)

*Michael Miller*  
Signature

12/21/18  
Date

Report Reviewed and Approved By: Jack Frost  
Name (Print or Type)

*Jack Frost*  
Signature

12/21/18  
Date

Revised 1/7/14





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South Carolina Public Charter Schools Planning & Implementation Grant Program

Grant Activity Report (of most recent Grant Phase)

parted  
1/29/19

Charter School Name: Legion Collegiate Academy

Date: January 11, 2019

Reimbursement Request: # 4

Grant Period: 07/01/2018 to 06/30/2019

Grant Phase: Planning

Complete the form with each appropriate budget category. Please be sure to completely fill in each box with the requested information. Please be sure to have the appropriate school officials sign the form on page 2. Submit this report to [CharterSchoolsGrant@ed.sc.gov](mailto:CharterSchoolsGrant@ed.sc.gov). This report must be submitted to the Charter Schools Program Office when each reimbursement request claim submitted to Finance for processing. This form should not be sent to the Finance Department.

Budget Category	Vendor Name	Payment Date	Payment Amount	Description of Product Ordered/Services Rendered
Support Salaries 100-200				
Support Benefits (200-200)				
Instructional Travel and Purchased Services (100-300)				
Support Travel and Purchased Services (200-300)	Brenda Corley	12-31-2018	4,000.00	Consulting for curriculum development and staff training
	William Newsome	12-31-2018	6,000.00	Consulting for development materials for school admin., discipline, student handbooks and policies and procedures
	Sign Techniques	08/17/2018	597.55	Promotional sign on building
	WIX	11/02/2018	125.00	Website hosting service



South Carolina Public Charter Schools Planning & Implementation Grant Program

	<b>Comporium</b>	09/21/2018	101.92	<b>Land line phone service and internet service</b>
		10/19/2018	101.92	
		11/21/2018	101.92	
		12/31/2018	101.92	
	<b>Turner Caudell</b>	12/07/2018	100.00	<b>Legal services</b>
		12/21/2018	50.00	
	<b>SanCap CPA</b>	11/30/2018	1,510.20	<b>Payroll, bookkeeping, tax and accounting services</b>
		12/31/2018	1,530.65	
	<b>Pinnacle Human Resources Management</b>	12/31/2018	4,000.00	<b>Human resources services</b>
	<b>Minuteman Press</b>	10/19/2018	371.76	<b>Printing and mailing costs</b>
	<b>Trevett's</b>	07/20/2018	207.29	<b>Printing and mailing costs</b>
	<b>Jack Frost</b>	09/18/2018	66.88	<b>Reimburse staff travel expense</b>
<b>Instructional Supplies and Materials (100-400)</b>				
<b>Support Supplies and Materials (200-400)</b>				
<b>Instructional Capital Outlay (100-500)</b>				
<b>Support Capital Outlay (200-500)</b>				
<b>Other (600)</b>				
<b>TOTAL:</b>			<b>18.967.01</b>	

*A 10% line item variance/deviation is allowed within the budget provided the total amount of the sub-grant is not exceeded. All expenditures must be reasonable, allowable and allocable and directly related to the approved grant application and work plan for the Charter School.*





South Carolina Public Charter Schools Planning & Implementation Grant Program

**Certification:** I do hereby attest that the information on this report is true and accurate. I further attest that all original receipts and supporting documentation will be maintained in the Charter School files for auditing and monitoring purposes.

Report Completed By: Michael Miller *[Signature]* 1/14/19  
Name (Print or Type) Signature Date

Report Reviewed and Approved By: Jack Frost *[Signature]* 1/24/19  
Name (Print or Type) Signature Date

Revised 1/7/14

## **Appendix B**

Pinnacle will be responsible for all day-to-day educational operations of the school with the Head of School as specified within LCA board guidelines and the charter school laws and regulations. All employees of LCA are employees of Pinnacle not of the school itself. Pinnacle will hire the Head of School (HOS) who will recruit, hire and oversee hiring of all other staff. In addition to general operations, Pinnacle will be responsible for recruitment, marketing, and curriculum. LCA will obtain independent representation from attorneys, auditors, accountants, realtors, and insurance experts at its expense giving LCS and all its school transparency.

For the ten (10) year, renewable duration of the contract, Pinnacle has limited its management fee to fifteen percent 15% of all gross funding, except student activity fees (e.g., athletics) and federal program grants. Sixteen percent (16%) of all gross funding, except student activity fees (e.g., athletics) and federal program grants if/when Pinnacle is able to secure a bond for the building/expansion projects.

The management fee is stable throughout the 10-year term with no increases or decreases. Pinnacle has agreed that its performance will be measured by LCA's meeting or exceeding the academic goals in this charter application. Pinnacle will arrange for purchase and construction of the school facility. Both parties have the right to terminate for cause after notice and an opportunity to correct any deficiencies per LCA/Pinnacle contract. See Appendix O.

Pinnacle will assist the school in securing a bond for the LCA facility. Without Pinnacle the school would not be eligible for a bond for a minimum of 3 to 5 years. Securing a bond means the school will save hundreds of thousands of dollars a year that can go back to its students and into the classroom. The Board of Directors will own the facility as opposed to most new schools who must rely upon a developer to finance and build the facility at high interest and buyout rates.

## Appendix C

## **PINNACLE MANAGEMENT AGREEMENT LEGION COLLEGIATE ACADEMY**

This Management Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of December 2017 by and between **Pinnacle Charter School Management Group, LLC**, a Florida limited liability corporation ("Pinnacle"), and the **Legion Collegiate Academy, Inc.** ("LCA"), a South Carolina non-profit corporation and public charter school organized under the South Carolina Code (the "Code").

### **RECITALS**

**WHEREAS**, in conjunction with Pinnacle and use of their model, the LCA has applied for and been granted a charter (the "Charter") from the Board for the Charter Institute of Erskine ("Authorizing Body") to organize and operate a public charter school, as defined in the Code;

**WHEREAS**, Pinnacle was established, among other things, to manage public schools and to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the organization and operation of public school academies;

**WHEREAS**, the LCA desires to develop educational excellence at the LCA based on Pinnacle's school model, design, comprehensive educational program and management principles;

**WHEREAS**, subject to the terms of this Agreement, the LCA has approved the Pinnacle curriculum and received a proposed budget for the upcoming school year, and agrees that it is in its best interests to enter into this Agreement with Pinnacle; and

**WHEREAS**, the LCA's Board of Directors (the "Board") desires to engage Pinnacle to perform certain services related to the LCA's educational program and operations, all as set forth below.

**THEREFORE**, the parties mutually agree as follows:

### **ARTICLE I** **EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES**

#### **1.1 Educational Services.**

- (a) For the Term (as defined in ARTICLE II below), Pinnacle shall be responsible for educational services (the "Educational Services") to be provided to the LCA and its students as described in this section. Pinnacle shall implement the educational goals and programs set forth in the Charter and established by the Board, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications of pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the "Educational Program"). In the event that Pinnacle determines that it

is advisable to modify the Educational Program set forth in the Charter, Pinnacle will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Board and the Authorizing Body. Pinnacle shall provide the Board with periodic written reports specifying the level of achievement of each of the LCA's educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board on a quarterly basis, and at such other times as specified in Board policy as the same may be changed from time to time. The Educational Program shall be in compliance with applicable state and federal laws, rules and regulations.

Under the policy direction of the Board, Pinnacle's Educational Services will also include, but are not limited to, the following:

Curriculum. The development and implementation of the curriculum used at LCA

- i. Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School, the School principal(s) and the rest of the leadership team, the teachers and support staff, all in accordance with ARTICLE VI below;
  - ii. Special Education. Provision of special education services to LCA students in conformity with the requirements of the district, state and federal laws and applicable regulations and policies;
  - iii. Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs approved by the Board, including the operation and oversight of the LCA's athletic programs as approved by the Board (but not Supplemental Programs as defined in ARTICLE V below); and
  - iv. Additional Educational Services. At the request of the Board, such other services as are necessary or expedient for the provision of teaching and learning at the LCA as may be agreed to in writing between the parties.
- (b) Pinnacle will be responsible and accountable to the Board for the provision of the Educational Services, provided that such obligations, duties and responsibilities are limited by the LCA Budget established pursuant to Section 1.2(a) (iii) (C) below, and Pinnacle will not be required to expend funds on such services in excess of the amounts set forth in such LCA Budget unless approved by the Board and Pinnacle.

## **1.2 Administrative Services.**

- (a) For the Term (as defined in ARTICLE II below), Pinnacle will provide to the LCA the following administrative services (the "Administrative Services"):

- (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below;
- (ii) Facility Operation and Maintenance. Operation and maintenance of the LCA's facilities (the "Facilities") to the extent consistent with any and all leases or other documents pertaining to the Facilities, including oversight and management of any repairs and renovations undertaken by the LCA with respect to the Facilities.

- (iii) Business Administration. Administration of the following business aspects of the LCA:

Support Services. Pinnacle will contract such services which will be included in the annual LCA budget.

Payroll. Pinnacle employees will receive pay through direct deposit as established by Pinnacle.

Employee Handbook. Pinnacle will provide an employee Handbook to all employees and provide training and in-service related to employee expectations.

- (A) Transportation and Food Services. Transportation to and from school and Food Services are not currently planned for LCA. If future budgets include these services, then Pinnacle will be responsible for managing the provision of transportation and food services.
- (B) Public Relations. Pinnacle will coordinate and assistance with any and all advertising, media and public relations efforts, including community outreach programs.
- (C) Budgeting and Financial Reporting.
  - 1) The Board is responsible for adopting a budget in accordance with the provisions of the South Carolina Code that has adequate resources to fulfill its obligations under the Charter, including but not limited to its oversight of Pinnacle, the organization of the LCA, negotiation of the Charter and any amendments, payment of employee costs, insurance required under the Charter and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the LCA's annual budget, for implementing fiscal policies that will assist the LCA in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. Beginning with respect to the first school year governed by this Agreement, Pinnacle will prepare and present to the Board a proposed annual budget (the "LCA Budget"). Future annual budgets will be prepared by Pinnacle in the same general manner as

the first year's annual budget (unless a different format is required by the Code, the Charter, the Authorizing Body, or the Board) and will be subject to the approval of the Board, consistent with this Agreement, the Charter and the Code. The projected annual budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement and may be amended from time to time as deemed necessary by the Board subject to approval by Pinnacle.

- 2) The preparation of detailed statements of all revenues received, from whatever source, with respect to the LCA, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the LCA by Pinnacle, whether incurred on-site or off-site.
- 3) The preparation of other financial statements as required by and in compliance with the Charter, the Code and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the LCA's financial statements. The cost of the audit will be the responsibility of the LCA and will be provided for in the LCA Budget.
- 4) The preparation of such other reports on the finances and operation of the LCA as requested or required by the South Carolina Department of Education (the "SCDE"), the Board or the Authorizing Body to ensure compliance with the terms of the Charter. Monthly unaudited financial statements for the months August through May will be provided to the Board within 25 days after the end of the month. Year-end unaudited financial statements will be provided within 60 days of the end of the fiscal year.
- 5) Other information on a periodic basis or requested with reasonable notice as may be reasonably necessary to enable the Board to monitor Pinnacle's performance under this and any related agreements, including the effectiveness and efficiency of its operations at the LCA.

(D) Maintenance of Financial and Student Records.

- 1) Pinnacle will maintain accurate financial records pertaining to its operation of the LCA together with all LCA financial records prepared by Pinnacle, and retain these records as required by the Code and other applicable laws and regulations. All the LCA financial records retained by Pinnacle pertaining to the LCA will be available to the LCA, the Authorizing Body, and to all other appropriate regulatory authorities for inspection and copying at the



LCA's facilities upon request, it being understood that in most cases such copies will be made available within thirty (30) business days.

- 2) Pinnacle will maintain accurate student records pertaining to students enrolled in the LCA as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional LCA student records prepared by or in the possession of SCDE
- 3) Pinnacle shall retain such records permanently on behalf of the LCA, until this Agreement or its successor (if any) is terminated, at which time such records will be delivered to the LCA, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the LCA).
- 4) During the term of this Agreement, the LCA may disclose confidential data and information to Pinnacle and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC § 140I *et seq.*, 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Code, ; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Code. Pinnacle and the LCA will maintain the proper confidentiality of such records as required by law and the Charter, including the provisions of the Family Educational Rights and Privacy Act (20 USC Section 1232g *et seq*) ("FERPA"). Pinnacle, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the LCA, having a legitimate educational interest in the Program and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA.
- 5) Pinnacle will maintain accurate employment, business and other records pertaining to the operation of the LCA as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional LCA employment, business and other records prepared by or in the possession of Pinnacle. Pinnacle shall retain such records permanently on behalf of the LCA until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the LCA,

which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the LCA). Pinnacle and the LCA will maintain the proper confidentiality of such records as required by the Charter and applicable law. All LCA records shall be physically or electronically available, upon request, at the LCA's physical facilities. The financial, educational, operational and student records pertaining to the LCA are LCA property, and are public records subject to disclosure in accordance with the provisions of the South Carolina Freedom of Information Act. This Agreement shall not be construed to restrict the Authorizing Body's or the public's access to these records under the Freedom of Information Act or the Charter, except to the extent permitted by law.

- 6) The Board shall be entitled at any time upon reasonable notice to Pinnacle to audit the books and records of Pinnacle pertaining to its operation of the LCA pursuant to this Agreement (including, without limitation, the financial records relating thereto).

Admissions. Implementation of the LCA's admission and student enrollment policy in accordance with the Charter and applicable laws and regulations;

- (iv) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the Board, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Board's duties and obligations under the Code and other applicable laws and regulations;
- (v) Academic Progress Reports. Pinnacle will provide to the Board on an annual basis (or as necessary for the Board to satisfy its obligations under the Charter, the Code and other applicable laws and regulations) a report detailing (A) the LCA's students' academic performance, and (B) Pinnacle's performance of the Educational Services and Administrative Services;
- (vi) Rules and Procedures. Pinnacle will recommend to the Board rules, regulations and procedures applicable to the LCA and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations. The Board shall exercise good faith in considering the recommendations of Pinnacle on such issues, subject to the constraints of law and the requirements of this Agreement and the Charter, but the Board is responsible for determining the fiscal and academic policies that will govern the operation of the LCA, including policies relative to the conduct of students while in attendance at the LCA or en route to and from the LCA, and

- (vii) Student Satisfaction Forms. Pinnacle will provide to the Board copies of Student Satisfaction Forms as required through ESSA to be completed by parents of the LCA's students, with copies or summaries thereof promptly provided to the Board on an annual basis.
  - (viii) Financing. The parties recognize that the LCA may be required to incur unsecured and/or subordinated financing to fund building repairs or renovations, start-up costs or other working capital requirements, some or all of which Pinnacle shall arrange. Any such loans shall be structured to require repayment in full during the term of the Charter, and the LCA's annual budgets shall provide for repayment in accordance with the loan terms. If Pinnacle provides, co-signs or guarantees such debt financing, the loan and the terms thereof will be separately documented.
  - (ix) LCA Funds. The Board authorizes Pinnacle to determine the depository of all funds received by the LCA. All funds received by the LCA shall be initially deposited in the LCA's depository account. The Board authorizes signatories on the depository account to be the CFO of Pinnacle or his/her designees. All interest or investment earnings on LCA deposits shall accrue to the LCA. Notwithstanding any other provision in the section if LCA subsequently secures facility financing, the Board will establish depository accounts and signatories for the facility financing prior to closing.
  - (x) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the LCA as agreed to in writing from time to time by Pinnacle and the Board.
- (b) The Administrative Services will be provided in accordance with the Educational Program, the Code, and the Charter.
  - (c) Subject to this Agreement, the Charter, the Code, other applicable laws and regulations, Pinnacle may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Pinnacle supplies the Board with written notice of such modifications.
  - (d) Pinnacle will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the LCA Budget established in Section 1.2(a)(iii)(D) above, and Pinnacle will not be required to expend funds on such services in excess of the amounts set forth in such LCA Budget unless approved by the Board or Pinnacle.
  - (e) The Board shall have the right to select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter, this Agreement and applicable law. The cost thereof will be the responsibility of the LCA and will be provided for in the LCA Budget.

**1.3 Place of Performance; Provision of Offices.** With assistance from Pinnacle,

LCA is responsible for the acquisition by purchase or lease of Facilities that comply with all of the requirements of the Charter and will provide Pinnacle with necessary and reasonable classroom and office space at the Facilities to perform all services described in this Agreement. Pinnacle will provide instructional, extra-curricular and co-curricular services at the Facilities. Pinnacle may provide other services elsewhere, unless prohibited by the Charter and applicable laws.

- 1.4** **Authority.** By this Agreement, the Board provides Pinnacle all authority and power necessary and proper for Pinnacle to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated under the provisions of the Code, any other applicable laws and regulations, or the Charter, provided further that no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, permit public decisions to be made other than in compliance with the Freedom of Information Act or interfere with the Board's obligations to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of the LCA.
- 1.5** **Charter Compliance.** Pinnacle agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the LCA's obligations under its Charter, including all schedules attached thereto and the Authorizing Body's policies referenced therein. This Agreement is subject to all the terms and conditions of the Charter, which shall be deemed incorporated herein by reference, and the provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement. Pinnacle agrees to assist the LCA in complying with all of its reporting, recordkeeping, and other obligations under the Charter, and shall not cause the LCA to be in breach thereof.

## **ARTICLE II** **TERM**

- 2.1** **Term.** Subject to ARTICLE VII below and Section 2.20 below, this Agreement will become effective as of the date December 1, 2017, hereof (the "Effective Date"), and cover the start-up of LCA which includes the charter writing/submission/related costs and the ten academic years from the school's opening year which commences of July 1, 2019 and end on June 30, 2029 (the "Termination Date").
- 2.2** **Renewal.** Upon the expiration of the Term defined in Section 2.1 above or a Renewal Term defined in this Section 2.2, this Agreement will automatically renew for a period of ten years, each renewal term to run from July 1 to June 30 of the tenth succeeding year (a "Renewal Term") unless (i) written notice of an intent to terminate or renegotiate is given by either party not less than 60 days prior to the submission of the Charter Renewal with their authorizer or, (ii) this Agreement is terminated pursuant to ARTICLE VII below.

**ARTICLE III**  
**RELATIONSHIP OF THE PARTIES**

- 3.1 Status of the Parties.** The Authorizing Body has granted the Charter to the LCA to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the Educational Program set forth therein. The LCA is authorized to contract with Pinnacle to provide the Educational Program and Administrative Services provided for herein. Pinnacle is not a division or any part of the LCA. The LCA is a body corporate and governmental entity authorized under the Code and is not a division or a part of Pinnacle. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the LCA and Pinnacle or, except as provided in Section 1.4 above, to make one the agent of the other. Neither the LCA nor Pinnacle will otherwise hold itself out as a partner or agent of the other or state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the LCA nor Pinnacle has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Pinnacle will be considered an employee of the LCA by either party for any purpose whatsoever.
- 3.2 Pinnacle Attendance at Board Meetings.** Pinnacle shall receive notice from the Board of any regular, special, or executive session meeting of the Board and shall have the right to have its President or designee present at any such meeting, provided, however, that the Pinnacle representative shall have no right to attend a properly constituted executive session except upon invitation of a majority of the Board, it being understood that the parties intend to work together as transparently as possible, subject to this Agreement, the Charter and the Code, and consistent with preserving their legal rights.
- 3.3 No Related Parties or Common Control.** Pinnacle will not have any role or relationship with the LCA that, in effect, substantially limits the LCA's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of Pinnacle. None of the voting power of the Board will be vested in Pinnacle or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board of Directors or Shareholders of Pinnacle will be vested in the LCA or its directors, officers and employees. Furthermore, the LCA and Pinnacle will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986 as amended (or its successor).

## **ARTICLE IV** **REMUNERATION**

**4.1 Compensation for Services.** Commencing July 1, 2019, for the term of this Agreement, including each and every Renewal Term, and subject to subsection (b) below, the LCA will remunerate Pinnacle an annual fee calculated as follows:

15% of all gross funding, except student activity fees (e.g., athletics) and federal program grants. 16% of all gross funding, except student activity fees (e.g., athletics) and federal program grants if/when Pinnacle is able to secure a bond for the building/expansion projects.

Pinnacle's annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment payment is to be paid will coincide with the timing of any payment from the State of South Carolina to be received in that month.

**4.2 Payment of Costs.** In addition to the Management Fee described in Section 4.1 above, the LCA will reimburse Pinnacle for all costs incurred and paid by Pinnacle in providing the Educational Services and Administrative Services authorized in the annual budget. Such costs include, but are not limited to, travel, rent and/or lease payments (including costs pursuant to any Equipment Lease or Facility Lease that the parties may enter into), accounting fees, human resource fees, facility maintenance and utility costs, salaries of Pinnacle employees assigned to the staff of the LCA, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Pinnacle and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under the Code as if the LCA were making these purchases directly from a third-party supplier. Except as provided in Section 4.4 (d) below or as may be provided in loan documents or other financing agreements hereinafter entered into between the parties, in charging for such costs to the LCA and paying for such costs, Pinnacle will not charge an added fee unless such fee is approved in advance by the Board.

**4.3 Time and Priority of Payments.**

- (a) Pinnacle will receive its Management Fee in 12 equal monthly installments which are due and payable within ten (10) business days of receipt by the LCA of the revenues related thereto. Pinnacle will notify the LCA of any payments due and owing to Pinnacle pursuant to Section 4.2 above as soon as possible after the end of each month and the LCA will make such payments to Pinnacle within fifteen (15) days thereafter.

- (b) The LCA will satisfy its payment obligations under this Article to Pinnacle in the following order of priority: (i) payments due and owing under Section 4.2 above with the oldest amounts due first; and (ii) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.
- (c) Any payment due under Section 4.1 or Section 4.2 above not paid when due will be subject to a late fee calculated as interest on the amount in arrears calculated at Prime plus 2% from the due date, where "Prime" shall be the interest rate charged by Bank of America as its "Prime Rate."

#### **4.4 Other Revenue Sources.**

- (a) The LCA and Pinnacle may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and the LCA's Charter, in the name of either Pinnacle or the LCA; provided, however, that any solicitation of such grants by Pinnacle in the name of the LCA or which identifies the LCA shall be subject to the prior approval of the Board.
- (b) Nothing in this Section will be construed to prohibit Pinnacle from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes.

### **ARTICLE V** **SUPPLEMENTAL PROGRAMS**

- 5.1 Supplemental Programs.** In addition to the Educational Services and Administrative Services provided by Pinnacle to the LCA, Pinnacle may, subject to Board approval (which approval shall not be unreasonably withheld), provide additional services, including, but not limited to, summer school, academic camps, before and after school programs and vocational training to students and non-students of the LCA (the "Supplemental Programs"), provided that nothing herein shall require Pinnacle to provide any such Supplemental Program. Pinnacle may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Pinnacle will be responsible for the full cost of providing such Supplemental Programs. The Board will permit Pinnacle to operate such Supplemental Programs at the Facilities without charge to Pinnacle; provided, however, that Pinnacle shall provide to the LCA a fee equal to 12.5% of the net profits (if any) derived by Pinnacle from such Supplemental Programs.

### **ARTICLE VI** **PERSONNEL AND TRAINING**

#### **6.1 Personnel Responsibility.**

- (a) Subject to Sections 1.1 and 1.2 above, the Charter, the Code and other applicable laws and regulations, Pinnacle will have the sole responsibility and

authority to provide qualified administrative, teaching and support staff to operate the LCA within the staffing levels approved by the Board in its annual budget, and to select, evaluate, assign, discipline, supervise, manage and transfer personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.

- (b) Except as specified in this Agreement or as required by the Code or the Charter, the DIRECTOR/PRINCIPAL (as defined in Section 6.2 below), teachers and support staff recommended by Pinnacle pursuant to this Agreement will be employees of Pinnacle, which, subject to Section 4.02 above, will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Pinnacle employees are not eligible for the South Carolina Benefits or Retirement Program and unless there is a change required by applicable statute, court or administrative decision, or Attorney General's opinion, Pinnacle shall not make payments to the South Carolina Public School Employees' Retirement program or any other public retirement program on behalf of LCA employees.
- (c) Pinnacle will comply with the requirements of applicable law regarding the evaluation of its employees.

**6.2 Head of School/Director.** The Head of School DIRECTOR/School Principal will be an employee of Pinnacle and will be the academic and administrative leader of the LCA. As such, he or she shall have full responsibility for its operation and shall be required to implement the Curriculum and Pinnacle's Educational Program. Pinnacle will have the authority, consistent with the Code and other applicable laws and regulations, to supervise the DIRECTOR/Principals and to hold them accountable for the success of the LCA.

**6.3 Teachers.** Pinnacle will provide to the LCA such teachers as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Subject to the LCA Budget, Pinnacle will determine the number and assignments of such teachers. Such teachers may work at the LCA on a full or part time basis. Each teacher assigned to the LCA will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate. The teachers will be employees of Pinnacle, which shall have the right to evaluate the teachers and to determine promotions, salaries, discharge and other factors relating to their employment.

**6.4 Support Staff.** Support staff will be Pinnacle employees. Pinnacle may hire such support staff for the LCA as are required to provide the Educational Services, Administrative Services and Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff, and administrative staff, bookkeepers and maintenance personnel. Such support staff may work at the LCA



on a full or part time basis.

- 6.5 Training.** Pinnacle will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the DIRECTOR/PRINCIPAL and the LCA's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Pinnacle determines to be reasonable and necessary under the circumstances.

## **ARTICLE VII** **TERMINATION OF AGREEMENT**

### **7.1 Termination**

- (a) By Pinnacle. Pinnacle may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Board fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after written notice from Pinnacle. A material breach includes, but is not limited to (i) the LCA's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by the LCA of an Educational Program in substantial variance from the Pinnacle Curriculum or the material recommendations of Pinnacle, or (iii) an act or omission that causes Pinnacle to be unable to perform its material obligations under this Agreement. Termination by Pinnacle will not relieve the LCA of any obligations for payments outstanding to Pinnacle as of the date of termination or liability for financial damages suffered by Pinnacle as a consequence of the LCA's breach (or of Pinnacle's termination as a result thereof) of this Agreement. Violations of this contract that constitute a material breach as identified in this section will result in remuneration to Pinnacle equal to 12 months of management fee, (defined as the cumulative amount of management fees earned the previous 12 months), from the date of termination.
- (b) By the LCA. The LCA may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that Pinnacle fails to correct the authorizers concerns before the recommendation to close LCA. due to: (i) a material failure to account for its expenditures of LCA funds or for other expenses incurred by the LCA at Pinnacle's direction, (ii) Pinnacle's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by the educational goals set forth in the Charter such that the Charter will be terminated or revoked, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission that if left uncured causes the LCA to materially breach the Charter or any of the LCA's other material contractual obligations in any way, or (vi) filing of bankruptcy by Pinnacle. Termination by the LCA will not relieve the LCA of any obligations for

payments outstanding to Pinnacle as of the date of the termination.

- (c) **Termination of the Charter.** This Agreement will terminate upon the LCA's ceasing to be a party to a valid and binding charter. If the Charter is suspended, revoked or terminated, or a new charter contract is not issued by the Authorizing Body after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires without further action by the parties provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Board has entered into a subsequent charter. Termination pursuant to this paragraph will not relieve the LCA of any obligations for payments outstanding to Pinnacle as of the date of termination.

- 7.2 Non-Hiring.** As all staff at LCA are Pinnacle employees, during the term of this Agreement and for two complete school years after any termination or expiration of this Agreement by either party for any reason, including without limitation Section 7.01(b) hereof, the LCA shall not hire, employ, or retain, as trustee, director, officer, employee, volunteer or consultant, or in any other capacity, any current employee of Pinnacle or anyone who served in any such positions employed by Pinnacle within the charter start and termination or expiration of this Agreement.
- 7.3 Non – Compete.** LCA recognizes it is using the Pinnacle Collegiate Academy Model and if the need for termination or expiration of this Agreement by either party, LCA will not continue using the Pinnacle Collegiate Academy model in principle or design.
- 7.4 Change in Law.** If any federal, State or Local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and will include the use of a third-party mediator or other alternative dispute resolution process. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is earlier.
- 7.5 Real and Personal Property.** Upon termination, all real and personal property leased by Pinnacle to the LCA will remain the real and personal property and leases of Pinnacle, and all other personal property purchased by Pinnacle with the funds provided to Pinnacle by the LCA pursuant to Section 4.2 above will be the personal property of the LCA.
- 7.6 Future Advances/Out-of-Pocket Expenses.** Prior to and in the case of the LCA as a condition of termination in accordance with Section 7.1 (b) above, or upon the termination or expiration of this Agreement for any other reason, the LCA shall (i)

reimburse Pinnacle for all expenses owed pursuant to Section 4.2 above, (ii) repay all advances or loans from Pinnacle, whether or not then due, and (iii) post a letter of credit or bond in favor of Pinnacle guaranteeing (A) any future payments due under any equipment or facilities lease from, guaranteed, cosigned, or collateralized by Pinnacle or an affiliate thereof and (B) the LCA's performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by Pinnacle or an affiliate thereof.

- 7.7 Return of Pinnacle Materials.** Within five business days of any termination or expiration of the Management Agreement by either party for any reason, including without limitation Section 7.1(b) the LCA shall (i) assemble in a safe place (a) all materials relating to the Curriculum, including the Lesson Materials and the Resource Materials, whether in hard copy or electronic format or otherwise, and any copies thereof, (b) all professional development and training materials, guides, and models, prepared and provided by Pinnacle in connection with training of instructional or administrative personnel, and (c) all operational, LCAs and other administrative manuals and material, and copies thereof, and (ii) the Director of the LCA and/or the President of the Board shall certify to Pinnacle in writing that the LCA has ceased to use the Pinnacle Curriculum, Lesson Materials, Resource Materials, all professional development and training materials, guides, and models, and all such administrative manuals and materials. At Pinnacle's direction, the LCA will promptly send at its expense all such materials to Pinnacle or permit representatives of Pinnacle to pick up all such materials at the LCA's Facilities.

## **ARTICLE VIII** **PROPRIETARY INFORMATION AND OWNERSHIP**

- 8.1 Ownership.** Curriculum or other educational materials purchased by Pinnacle with funds Pinnacle receives pursuant to this Agreement will be the property of the LCA. Notwithstanding the foregoing, the LCA acknowledges that Pinnacle owns the intellectual property rights and interests in the Pinnacle Curriculum, and the Lesson Materials used by the LCA during the term of this Agreement and to the names "Pinnacle" (such names being registered marks of Pinnacle). The Board acknowledges and agrees that the LCA has no intellectual or property interest or claims in the Pinnacle Curriculum, Lesson Materials or such names and has no right to use the Pinnacle Curriculum, the Lesson Materials, or such names unless expressly agreed to in writing by Pinnacle. Pinnacle shall have the right to install signs approved by the Board (which approval shall not be unreasonably withheld) on the LCA facilities, including under the LCA's or one of its schools' name, describing the services provided by Pinnacle, including "Managed by Pinnacle Charter School Management Group, LLC" or "Educational Services Provided by Pinnacle Charter School Management Group, LLC" Upon any expiration or termination of this Agreement signs shall be promptly removed.

**ARTICLE IX**  
**INDEMNIFICATION**

- 9.1 Indemnification of Pinnacle.** To the extent permitted by law, the LCA will indemnify, defend and save and hold Pinnacle and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by the LCA with any agreements, covenants, warranties or undertakings of the LCA contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the LCA contained in or made pursuant to this Agreement. In addition, the LCA will reimburse Pinnacle for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 9.01 may be met by the purchase of insurance pursuant to ARTICLE X below.
- 9.2 Indemnification of the LCA.** Pinnacle will indemnify, defend and save and hold the LCA and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by Pinnacle with any agreements, covenants, warranties or undertakings of Pinnacle contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Pinnacle contained in or made pursuant to this Agreement. In addition, Pinnacle will reimburse the LCA for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 9.2 may be met by the purchase of insurance pursuant to ARTICLE X below.
- 9.3 Defense.** A party entitled to indemnification under this ARTICLE IX (the "Indemnitee") shall give notice to the indemnifying party (the "Indemnitor") of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. If the Indemnitor, prior to the expiration of the fifteen (15) days after receipt of notice of a claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

- 9.4 Limitations of Liabilities/Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity. The LCA will not be entitled to indemnification under this ARTICLE IX to the extent that its claim for indemnification would be limited by the assertion of immunity or other statutory limitation of liability in connection with any claims arising from its operations. The LCA shall not be entitled to indemnification to the extent its claim is contributed to by the LCA's waiver, without the prior written consent of Pinnacle, of any immunities or limitations.
- 9.5 Right of Set-Off.** Either party may, but shall not be obligated to, set off against any and all payments due the other party under this Agreement, any amount to which the party is entitled to be indemnified hereunder, provided that the parties have agreed to the indemnification obligation under this ARTICLE IX or there has been a final judicial determination thereof.
- 9.6 Indemnification of the Authorizing Body/Board.** The parties acknowledge and agree that the Authorizing Body/Board, are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend and hold harmless the Authorizer/Board, and the Authorizer/Board 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 any kind whatsoever and not caused by the sole negligence of the Authorizer/Board, which arise out of or are in any manner connected with Pinnacle's operation of the LCA, or which are incurred as a result of the reliance by the Authorizer/Board, the Authorizer/ Board upon information supplied by the Authorizer/Board or Pinnacle, or which arise out of the failure of the Authorizer/Board or Pinnacle to perform their obligations under the Charter or Applicable Law.

## **ARTICLE X** **INSURANCE**

- 10.1 Insurance Coverage.** The LCA will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Charter. Such policies shall name Pinnacle and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. The LCA will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.
- 10.2 Workers' Compensation Insurance.** Each party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation.** Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

**ARTICLE XI**  
**WARRANTIES AND REPRESENTATIONS**

**11.1 Representations and Warranties.** Pinnacle hereby represents and warrants to the LCA:

- (a) Pinnacle is a duly organized corporation in good standing and is authorized to conduct business in the State of South Carolina.
- (b) To the best of its knowledge, Pinnacle has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Pinnacle's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

**11.2 Representations and Warranties of the LCA.** The LCA hereby represents and warrants to Pinnacle:

- (a) The Charter to be received by the LCA (i) authorizes the LCA to operate and receive the State and Federal education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the LCA with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
- (b) The LCA has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The LCA's actions and the Board have been duly and validly authorized, and the LCA and Board will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the LCA and the LCA has sufficient funds in the Budget to pay for such expenditures.
- (d) The LCA has provided and will provide Pinnacle all authority and power necessary and proper for Pinnacle to undertake its responsibilities, duties, and obligations provided for in this Agreement.

**11.3 Mutual Warranties.** Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

The LCA has no intellectual or property rights or claims in the Pinnacle Curriculum or in the name Pinnacle and will make no such claims in the future.

## **ARTICLE XII** **RESOLUTION DISPUTE**

- 12.1 Dispute Resolution Procedure.** The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in the in the State of South Carolina. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State of South Carolina and the United States.
- 12.2 Damages Upon Termination.** The parties agree that in the event of the wrongful termination of this Agreement by the LCA, the LCA will owe Pinnacle existing obligations such as unpaid Management Fees through the date of the wrongful termination of this Agreement, un-reimbursed expenses, and obligations of the LCA pursuant to Sections 6.04 and 6.05 and ARTICLE VIII and ARTICLE IX. As a result of the wrongful termination, LCA will pay remuneration to Pinnacle equal to 12 months of management fees (defined as the cumulative amount of management fees earned the previous 12 months), from the date of termination.

## **ARTICLE XIII** **MISCELLANEOUS**

- 13.1 Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the LCA and Pinnacle
- 13.2 Force Majeure.** Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.
- 13.3 Governing Law.** The laws of the State of South Carolina will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.
- 13.4 Agreement in Entirety.** This Agreement constitutes the entire agreement of the parties.
- 13.5 Counterparts.** This Agreement may be executed in counterparts, each of which

will be deemed an original, but both of which will constitute one and the same instrument.

- 13.6 Official Notices.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day). The addresses of the parties are:

To:  
Legion Collegiate Academy  
Jack D. Frost, LCA Board President  
361 Little Rock Road  
Rock Hill S.C. 29730  
803-984-3422  
[frostj@comporium.net](mailto:frostj@comporium.net)

To:  
Pinnacle Charter School Management  
Mike D'Angelo, President/CEO  
1648 Periwinkle Way  
Sanibel, FL 33957  
239-475-7635  
[mdangelo@pcaschools.org](mailto:mdangelo@pcaschools.org)

- 13.7 Assignment.** This Agreement will not be assigned by Pinnacle without the prior consent in writing of the LCA (which consent will not be unreasonably withheld) or by the LCA without the prior consent in writing of Pinnacle (which consent will not be unreasonably withheld). It is anticipated that Pinnacle may utilize subcontracts to provide some of the services it is required to provide to the LCA. Pinnacle shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the LCA's approved budget. Every subcontract entered into without Board approval, and the appropriation(s) from which it will be paid, shall be reported to the Board at its next meeting.
- 13.8 Amendment.** This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of the LCA and an authorized officer of Pinnacle. Any amendment to this Agreement shall be presented to the Authorizing Body and shall not be effective unless it has been approved by the Authorizing Body or has been reviewed and not disapproved as provided for in the Code.
- 13.9 Waiver.** No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 13.10 Severability.** The invalidity of any of the covenants, phrases or clauses in this



Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by Pinnacle are found to be overbroad or an invalid delegation of authority by the LCA, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.

- 13.11 Successors and Assigns.** Except as limited by Section 13.7 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 13.12 No Third-Party Rights.** This Agreement is made for the sole benefit of the LCA and Pinnacle Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.13 Survival of Termination.** All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

**IN WITNESS WHEREOF  
THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF  
THE DATE AND YEAR FIRST ABOVE WRITTEN**

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*Mike D'Angelo*  
PRESIDENT AND CEO, PINNACLE  
December 1, 2017

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*Jack D. Frost*  
361 Little Rock Road  
Rock Hill S.C. 29730  
803-984-3422  
frostj@comporium.net  
PRESIDENT, LEGION COLLEGIATE ACADEMY  
December 1, 2017

## Appendix D

**Note 8. Commitments and Contingencies**

Amounts received, or receivable, from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the School expects such amounts, if any, to be immaterial.

The School is by law, a public school. The operations of the School are subject to administrative directives, rules and regulations of its federal and state funding services. Such directions and funding levels are subject to change with little notice. If the School's funding levels are significantly impacted by reductions in federal and state funding, it may adversely affect the School's ability to operate.

The School entered into a contract on July 19, 2019 for consulting services. The contract is on a month to month basis at \$4,000 per month. Expenses related to this contract for the year ended June 30, 2020 totaled \$40,000.

The School entered into a management agreement with a charter school management group that provides curriculum and management services, as well as fiscal management, human resources and payroll services. The agreement commenced on December 1, 2017 and terminates on June 30, 2029 with the option to renew for ten year periods thereafter. The School will pay the group \$1,612 per student, per month, for the curriculum and management services in equal, monthly installments. The School will also pay budgeted amounts for fiscal management and human resources and payroll services. For the year ended June 30, 2020, the School incurred \$521,440 for management fees, \$60,000 for fiscal and payroll services and \$38,000 for human resources. The School owed the group \$785,018 at June 30, 2020, consisting of \$533,324 related to deferred management fees and \$251,694 related to start up and construction costs advanced by the management group.

In July 2020, the parties reached a verbal agreement to modify the contract going forward to eliminate any future human resources, payroll and fiscal management services. The curriculum and management fee will remain per the contract.

The School entered into a facility rental agreement on March 1, 2019 for the rental of a facility to use as a temporary School location. The contract terminates on December 31, 2020 with monthly payments of \$12,757. The agreement includes an option for the School to make improvements to buildings in lieu of monthly payments. Payments for the year would have been \$159,470, however, the School made \$434,928 worth of improvements. Since the remaining improvement credit exceeds future payments through December 2020, the School does not have a future commitment related to this agreement. Upon termination of the lease, the lessor will retain the improvements and the facility.

In December 2019, the School entered into an agreement for the construction of their new campus. The contract price totals \$10,259,522, and is payable as construction progresses. As of June 30, 2020, the School has incurred \$3,635,982 in contract expenses for the construction.

**Note 9. Long-Term Obligations**

**Capital lease I** - In August 2019, the School entered into a 4 year capital lease for school buses. The lease qualifies as a capital lease for accounting purposes; therefore, the obligation has been recorded at the net present value of the future minimum lease payments totaling \$61,441 at June 30, 2020.

**Capital lease II** – In July 2019, the School entered into a 3 year capital lease for computers. The lease qualifies as a capital lease for accounting purposes; therefore, the obligation has been recorded at the net present value of the future minimum lease payments totaling \$15,057 at June 30, 2020.

## **Appendix E**

# The Charter Institute at Erskine

## Forensic Engagement

Due Date - July 30, 2021

Category	ID	Name	Description	State	Due Date
<b>Bank Requests</b>					
	1	Identify Bank Accounts	Provide Open/Close Dates, All Years	Outstanding	7/30/21
	2	Identify Authorized Signers	Provide Beginning/Ending Date for Each Authorized Signer, All Accounts, All Years	Outstanding	7/30/21
	3	Identify Investment Accounts	Provide Open/Close Dates, All Years	Outstanding	7/30/21
	4	Provide Monthly Investment Statements	All Months, All Years, All accounts	Outstanding	7/30/21
	5	Provide Monthly Bank Statements	All Months, All Years, All accounts	Outstanding	7/30/21
	6	Provide Copies of Corporate Resolutions	All Years, All Accounts	Outstanding	7/30/21
	7	Provide Copies of Bank Signature Cards	All Years, All Accounts	Outstanding	7/30/21
	8	Provide Copies of Loan Statements	All Years, All Months, All Bank Lending	Outstanding	7/30/21
	9	Provide Copies of Credit Card Statements	All Years, All Months	Outstanding	7/30/21
<b>Lending/Bond Requests</b>					
	10	Identify Non Bank Lenders	Include Paid / Outstanding Balances, All Lending, All Years	Outstanding	7/30/21
	11	Identify Purpose of Non Bank Loans Identified in Item 10		Outstanding	7/30/21
	12	Limited Offering Memorandum or Equivalent (Bond)	From Bond Offering	Outstanding	7/30/21
	13	Schedule of Final Sources and Uses of Funds (Bond)	From Bond Closing Memo	Outstanding	7/30/21
	14	Schedule of Final Flow of Funds (Bond)	From Bond Closing Memo	Outstanding	7/30/21
	15	Schedule of Final Disbursement of Funds (Bond)	From Bond Closing Memo	Outstanding	7/30/21
	16	Schedule of Payments Reconciliation (Bond)	From Bond Closing Memo	Outstanding	7/30/21
	17	Schedule of Disbursements from Project Funds (Bond)	From Bond Closing Memo, All Bonds, All Years	Outstanding	7/30/21
	18	Schedule of Disbursements from COI Fund (Bond)	From Bond Closing Documents, All Bonds	Outstanding	7/30/21
	19	HUD Statements (Bond)	From Bond Closing Documents, All Bonds	Outstanding	7/30/21
<b>Finance and Accounting Requests</b>					
	20	Identify Name and Address of CFO, Outsourced Accountants	All Years, Provide Beginning/Ending Dates of Service	Outstanding	7/30/21
	21	Provide Engagements with Outsourced Accountants	All Contracts and Engagements Should be Signed	Outstanding	7/30/21
	22	Provide Chart of Accounts		Outstanding	7/30/21
	23	Provide General Ledger Report	By Year, All Years, All Accts (including \$0 Bal), Provide in Excel or .csv Format	Outstanding	7/30/21
	24	Provide FYE Trial Balance	By Year, All Years, All Accts (including \$0 Bal), Provide in Excel or .csv Format	Outstanding	7/30/21
	25	Provide Audit Reports	All Years	Outstanding	7/30/21
	26	Provide Adopted Budgets	All Years, All Versions, All Funds (including Operating, Federal, etc.)	Outstanding	7/30/21
	27	Provide Form 990	All Years, All Schedules	Outstanding	7/30/21
<b>Payroll and HR Requests</b>					
	28	Identify Employees	All Years, Include Name, Title, Duties, Hire/Termination Dates	Outstanding	7/30/21
	29	Provide Copies of Employee Contracts	All Years, All Employees	Outstanding	7/30/21
	30	Provide Payroll Detail Ledger	All Quarters, Include Gross Salaries/Wages, Additions (Detail), Deductions (Detail)	Outstanding	7/30/21
	31	Provide Form UCE-120, SCDEW	SCDEW Employer Quarterly Tax and Wage Report, All Quarters	Outstanding	7/30/21
	32	Identify Retirement Benefits Provider Name(s) and Plan(s)	All Plans, All Years	Outstanding	7/30/21
	33	Provide Plan document corresponding to plans identified in Item 32		Outstanding	7/30/21
	34	Identify Major Medical Insurance Provider Name(s) and Plan(s)	All Plans, All Years	Outstanding	7/30/21
	35	Provide Employee Handbook	All Versions, All Years	Outstanding	7/30/21
<b>Governance and Management Requests</b>					
	36	Provide Governance Policy Manual	All Versions, All Years	Outstanding	7/30/21
	37	Provide Fiscal Policy Manual	All Versions, All Years	Outstanding	7/30/21
	38	Provide Management Contract	All Versions, All Years	Outstanding	7/30/21
	39	Provide Contracts with Providers Performing Service	All Versions, All Years	Outstanding	7/30/21
	40	Identify Related Parties involved in contracts identified in Item 39		Outstanding	7/30/21
	41	Provide Name, Address and Telephone Number of Related Parties identified in Item 40		Outstanding	7/30/21
	42	Identify Governing Board Members	All Years, Include Name, Home Address, Term Beginning, Term Ended	Outstanding	7/30/21
	43	Identify Related Parties (to EMO, Admin, Etc.) Identified in Item 40	All Years, Include Name, Home Address, Term Beginning, Term Ended	Outstanding	7/30/21
	44	Identify Real Estate, Real Property, Listed Property in Item 40	Include Address and Description of All Property	Outstanding	7/30/21
	45	Identify Owner(s) of Record for all Real Estate, Real Property in Item 40	Include Name, Home Address	Outstanding	7/30/21
	46	Identify Related Parties (to EMO, Admin, Etc.) who are involved in Real Estate, Real Property in Item 40	Include Name, Home Address	Outstanding	7/30/21
	47	Identify Lobbyists Working for the School	All Years, Include Name, Title, Duties, Provide Beginning/Ending Dates	Outstanding	7/30/21
	48	Provide Governing Board Election Results	All Years	Outstanding	7/30/21
	49	Provide Signed Conflict of Interest Statements from Governing Board Members	All members, All Years	Outstanding	7/30/21
	50	Provide Governing Board Meeting Minutes	All Meetings, All Years	Outstanding	7/30/21
	51	Provide Governing Board Subcommittee Meeting Minutes	All Meetings, All Years	Outstanding	7/30/21
	52	Identify Legal Counsel for the School	Include Name, Address, Telephone Number	Outstanding	7/30/21
	53	Identify Legal Counsel for the Management Company	Include Name, Address, Telephone Number	Outstanding	7/30/21
	54	Identify Threatened Legal or Disciplinary Action(s)	Include Complainant's Name and Date of Complaint	Outstanding	7/30/21
	55	Provide Correspondence Related to Threatened Actions Identified in Item 54		Outstanding	7/30/21
	56	Identify Legal Proceedings in which Mgt Company and/or School are Parties	Include Name(s) of Plaintiff, Name(s) of Defendant, Date of Action	Outstanding	7/30/21
	57	Provide Copies of All Filings (including discovery filings) for Proceedings Identified in Item 56		Outstanding	7/30/21
	58	Provide Copies of All Invoices Presented and/or Paid for Proceedings Identified in Item 56		Outstanding	7/30/21
<b>Planning &amp; Implementation</b>					
	59	Provide All P&I Grant Documentation for Legion Collegiate		Outstanding	7/30/21